

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
January 20, 2026 @ 6:30 PM**

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. The City of Gautier’s Mardi Gras Tailgating Event will be Saturday, February 7th, starting at 4pm at Gautier Town Commons (former SR Mall Property), followed by fireworks after the parade.
2. Gautier Men’s Club Mardi Gras Parade will be Saturday, February 7th, starting at 7pm.

IV. Presentation Agenda

V. Business Agenda

1. Approval of Supplemental Agreement No. 7 for the Martin Bluff Roadway Improvements Project to increase the contract time

<input type="checkbox"/>	STAFF PRESENTATION	<input type="checkbox"/>	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	<input type="checkbox"/>	MOTION COUNCIL DISCUSSION/QUESTIONS	<input type="checkbox"/>	VOTE
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2. Approval of the Docket of Claims

<input type="checkbox"/>	STAFF PRESENTATION	<input type="checkbox"/>	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	<input type="checkbox"/>	MOTION COUNCIL DISCUSSION/QUESTIONS	<input type="checkbox"/>	VOTE
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VI. Consent Agenda (All items approved in one motion)

1. Approval of Minutes from Regular Council Meeting held January 6, 2026
2. Receive December 2025 Privilege License Reports
3. Approval of water and sewer adjustments for January 2026 in the amount of \$27,732.99
4. Approval to accept a monetary donation for The City of Gautier’s Youth Football and Cheer League

5. **Approval of a Contract Agreement with Pyro Shows**
6. **Authorization for approval to submit the Notification of Intent to Apply for Singing River Health System grant application**
7. **Authorization to remove broken equipment and vehicle from the City of Gautier's inventory.**
8. **Authorization to waive all fees for the use of Shepard State Park for The Pink Heart Funds Organization to host a 5k trail run**
9. **Authorization to approve the Declaration of Easements and Covenants for Town Commons (Gautier Mixed-Use District)**

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 February 3, 2026 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
January 20, 2026**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. City of Gautier's Mardi Gras Tailgating Event will be Saturday, February 7th, starting at 4pm at Gautier Town Commons (former SR Mall Property), followed by fireworks after the parade.
2. Gautier Men's Club Mardi Gras Parade will be Saturday, February 7th, starting at 7pm.

NOTES:

FEBRUARY 7, 2026

4 PM - UNTIL

Gautier's

MARDI GRAS

Laissez les bons temps rouler

Tailgate Party

LIVE DJ

FOOD
TRUCKS

FIREWORKS will
follow the Gautier
Men's Club
Parade, which
starts at 7 PM.

Gautier Town Commons
Property Next to Belk
2800 HWY 90



**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
January 20, 2026**

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES:

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

Council Meeting: January 20, 2026
Title: Approval of Supplemental Agreement No. 7 for the Martin Bluff Roadway Improvements Project to increase the contract time
Introduced by:
Contact Person/Telephone: Sam King 497-8000 ext. 306

Summary Explanation: Approval of Supplemental Agreement No. 7 for the Martin Bluff Roadway Improvements Project to increase Gulf Breeze Construction's contract time by seventy-five (75) working days, due to unforeseen conditions. (STP-9194-00(001)LPA/105069-801000)

EXHIBITS FOR REVIEW

Resolution	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Contract/Agreement	<input type="checkbox"/>
Minutes	<input type="checkbox"/>
Plan Maps	<input type="checkbox"/>
Order	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	<input type="checkbox"/>	Minor	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Jamison	<input type="checkbox"/>	Fuller	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Second Made by:													
Vaughan	<input type="checkbox"/>	Minor	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Jamison	<input type="checkbox"/>	Fuller	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
At Large	Minor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 1	George	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2	Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3	Jamison	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4	Fuller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 5	Elbin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the Grants and Projects Department is requesting approval of Supplemental Agreement 7 for the Martin Bluff Roadway Improvements Project (STP-9194-00(001) LPA/105069-801000) to increase Gulf Breeze Construction's contract time by seventy-five (75) working days due to unforeseen conditions; and

WHEREAS, Supplemental Agreement No. 7 provides for an additional seventy-five (75) working days resulting from a typographical error in Supplemental Agreement No. 3, coordination issues with the service provider, drainage pipe resizing, and a combination of adverse unforeseen site conditions; and

WHEREAS, the contract time will be revised from 590 working days to 665 working days, with no additional funds added to the contract; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Supplemental Agreement 7 for the Martin Bluff Roadway Improvements Project (STP-9194-00(001) LPA/105069-801000) to increase Gulf Breeze Construction's contract time by seventy-five (75) working days due to unforeseen conditions, is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 20, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Sam King, Grants and Projects Director
Date: January 13, 2026
Subject: Supplemental Agreement No.7 Contract Time for Unforeseen Conditions for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000),

REQUEST:

The Grants and Projects Department requests that City Council approve Supplemental Agreement No. 7 for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000) to increase Gulf Breeze Construction's contract time by Seventy-Five (75) working days for unforeseen conditions.

BACKGROUND:

This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The project limits are between Gautier-Vancleave Road and Frontage Road, north of Interstate 10.

DISCUSSION:

Supplemental Agreement No. 7 adds a total of seventy-five (75) working days due to the following: Supplement Agreement 3 typographical error, 3 days; Coordination issues with service provider, 10 days; Drainage pipe resizing, 10 days; Combination of adverse and unforeseen site conditions, 52 days.

The additional seventy-five (75) working days will bring the total contract working days from 590 to 665.

No additional funds will be added to the contract.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Supplemental Agreement 7 for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000) to increase Gulf Breeze Construction's contract time by seventy-five (75) working days for unforeseen conditions.

The City Council may:

1. Approve Supplemental Agreement No. 7, as presented; or
2. Not approve Supplemental Agreement No. 7.

ATTACHMENT(S):

1. Supplemental Agreement 7

EXCERPT FROM THE MINUTES OF THE MEETING OF THE
MISSISSIPPI TRANSPORTATION COMMISSION, JANUARY 13, 2026

Upon motion duly made with Commissioners Willie Simmons, John Caldwell and Charles Busby each voting yes, under the authority of the Commission, in conformity with and as spread on its minutes, the Executive Director is hereby authorized to concur in LPA Supplemental Agreement Number 7 on Project Number STP-9194-00(001)/105069-801000 between Gulf Breeze Construction Inc. and City of Gautier in Jackson County. This project provides for improvements along Martin Bluff Road from Gautier Vancleave Road to the I-10 Frontage Road. This agreement adds seventy five (75) working days. This is necessary due to several unforeseen site conditions and coordination issues with local utilities. The contract time will be revised from 590 working days to 665 working days. There is no additional cost associated with this agreement.

STATE OF MISSISSIPPI

COUNTY OF HINDS

I, Amy Hornback, Secretary, Mississippi Transportation Commission, do hereby certify that the above and foregoing is a true and correct copy of an Order of the Mississippi Transportation Commission of record in Minute Book 24, Page 568, of the Official Minutes of said Commission on file in its offices in the City of Jackson, Mississippi, duly adopted on the 13th day of January, 2026.

Witness my hand and official seal this the 13th day of January A.D., 2026.



AMY K. HORNBACK, SECRETARY
TRANSPORTATION COMMISSION
STATE OF MISSISSIPPI

CSD-720-LPA

City of Gautier, MS
Project No. STP-9194-00(001) / 105069-801000
SUPPLEMENTAL AGREEMENT NO. 7

WHEREAS, WE, Gulf Breeze Construction, Inc., Contractor, and Merchants National Bonding, Inc., Surety, entered into a contract with the City of Gautier, MS, LPA, on the 11th day of June 2021, for the construction of Federal Aid Project No. STP-919400(001)LPA/105069-801000, Jackson County; and

WHEREAS: The project provides for improvements along Martin Bluff Road from Gautier Vancleave Road to the I-10 Frontage Road,

WHEREAS: Due to several unforeseen conditions, additional time is due to the contractor, as listed in Attachment A,

WHEREAS: In the preparation of Supplement Agreement #3 as executed by MDOT on September 28, 2023, a typographical error was identified, which stated the "...will be added to the original contract time of 276 working days..", should have in fact been 279 working days as agreed to and approved in Supplemental Agreement #1 dated September 7, 2021, therefore requiring the addition of 3 working days.

WHEREAS: no additional funds will be added to the contract as part of this Supplemental Agreement,

NOW, THEREFORE, it is mutually agreed by all parties that Seventy Five (75) additional working days will be added to the contract time of 590 working days, for a total of 665 working days.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with Chuck Starita, District LPA Coordinator, Greg Grondin, MDOT Construction Area Engineer, and Mitchell Young, MDOT LPA Division.

CSD-720-LPA

City of Gautier, MS
Project No. STP-9194-00(001) / 105069-801000
SUPPLEMENTAL AGREEMENT NO. 7

NOW, THEREFORE, WE, Gulf Breeze Construction, Inc., Contractor, and Merchants National Bonding, Inc., Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

LPA, Contractor, and Surety further agree that execution of this Supplemental Agreement No. 7 is without prejudice to any other rights, claims and/or defenses which the Parties may possess as of the date of this Supplemental Agreement No. 7, all such claims and defenses to requests for other time extensions on the project or for additional compensation on the project for any reason are fully and completely reserved by the Parties hereto. LPA, Contractor and Surety further agree that Contractor reserves the right to request additional time to perform the work if necessary and justified.

Dated, this 12th day of December, 2025.

Merchants National Bonding, Inc. Surety	Gulf Breeze Construction, Inc Contractor
By: <u>Kathleen Scarborough</u> 12/12/25	<u>W. B. Baker</u> 12/12/25
Kathleen Scarborough, Attorney-in-Fact Date	Date

RECOMMENDED FOR APPROVAL:

<u>Kay Otst</u>	12/17/2025
LPA Project Engineer/Architect	Date

<u>Billy Iven, P.E.</u>	12-29-2025
MDOT District Engineer	Date

<u>[Signature]</u>	11/6/26 *
MDOT State Construction Engineer	Date

<u>Earl Glenn Boy</u>	1/14/26
MDOT Executive Director	Date
for the Mississippi Transportation Commission	

Book 24 Page 568

APPROVED:

LPA OFFICIAL	Date
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* {concurrence only for Supplemental Agreements adding a "stand-alone" time extension or exceeding \$100,000}

**ATTACHMENT A
SUPPLEMENTAL SHEET**

DETAIL EXPLANATION OF THE NECESSITY OF WORK INVOLVED:

1. Coordination issues with Singing River Electric Power Association. Due to storms in the area, changing power over to the new meter associated with the signals at Gautier Vancleave Road was delayed by two weeks. **REQUESTING 10 DAYS**

2. Several drainage pipes ranging in size from 18" to 24" originating from Victoria Drive, north of the project area, were discovered during construction. At station 16+36, an additional SS-2 inlet was added to accommodate an 18" RCP that was discovered in the field. At stations 23+96 and 32+09, junction boxes were required in order to accommodate 24" RCPs discovered during construction. At station 36+42, a B-9 box was added to tie in an 18" RCP discovered during construction. These uncovered conditions required modifications to the plan and impacted the overall schedule. **REQUESTING 10 DAYS**

3. During the execution of work on the south side of the roadway between Stations 10+00 and 71+500, the contractor encountered a combination of adverse and unforeseen site conditions that significantly impacted production rates and delayed progress. This area of the project is within Phase 2 of the Traffic Control Plan and is confined within concrete median barriers on the north side and existing roadside ditches on the south side. These subsurface conditions were not reasonably anticipated during the planning and bidding phases and required substantial corrective measures. The following technical factors support the request for time extension:
 - a. **Subgrade Remediation and Over-Excavation Activities**

The existing subgrade soils on the south side exhibited excessive moisture content, low bearing capacity, and poor structural integrity, rendering them unsuitable for support of pavement and structural layers. To address these deficiencies, the contractor was required to **over-excavate the affected areas anywhere from 2 to 5 feet to reach suitable material and backfill with Class B3 select material** in accordance with project specifications. This process involved additional excavation, hauling, placement, and compaction operations to restore subgrade stability and achieve the required geotechnical performance. These unanticipated remediation efforts extended the duration of earthwork activities and reduced overall production efficiency.

 - b. **Obstruction Due to Stumps and Deleterious Materials**

The work zone contained a substantial quantity of buried stumps, roots, and other deleterious organic materials not identified in pre-

City of Gautier, MS
 Project No. STP-9194-00(001) / 105069-801000
SUPPLEMENTAL AGREEMENT NO. 7

construction surveys. These obstructions required mechanical removal and disposal in compliance with environmental and safety standards. The removal process necessitated additional equipment mobilization, increased labor hours, and careful handling to prevent contamination of structural fill areas, all of which contributed to schedule delays.

c. Suboptimal Working Conditions and Site Constraints

The south side of the corridor presented logistical and environmental challenges that further impeded progress. Restricted access due to adjacent property boundaries, work zone barricades, and limited staging areas constrained the contractor's ability to deploy multiple crews and equipment efficiently. Additionally, intermittent weather events rendered portions of the worksite temporarily unsuitable for construction activities. These factors collectively reduced daily output and disrupted the planned sequencing of work.

Given the cumulative impact of these technically complex and unforeseen conditions, the contractor's progress was materially hindered despite reasonable mitigation efforts. In accordance with the contract provisions for differing site conditions and schedule adjustments, a time extension is warranted to account for the additional work required and the reduced production rates resulting from these challenges. This is an overrun for the Excess and Borrow Excavations pay items added by Supplemental Agreement #4 and were not original contract items. **REQUESTING 52 DAYS.**

Martin Bluff CEI South Side		
Station Range	10+00	71+50
Excess and Borrow Excavation		
Length (ft)	6150	
Width (ft) (Average)	9	
Depth(ft) (Average)	3	
Total Volume (CF)	166050	
Total Volume (CY)	6150	
Excess Excavation Working Days		21.00
Borrow Excavation Working Days		31.00
Total Working Days	52.00	

Production Rates	
Excess (CY/WD)	300
Borrow (CY/WD)	200

Key Otlet

12/17/2025

Project Professional

LPA Official

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, Individually,

Charlotte Ramsey; Chris Boone; David R Fortenberry; Debbie Dunaway; Dewey B Mason; James Eley Brashler; Jennifer Roberts; Joey Beattle; Julie C Livingston; Kathleen Scarborough; Kimberly B Barhum; Lisa R Butler; Mary J Norval; Patrick Thomas Mason; Sharon L Tuten; Susan Skrmetta; Troy P Wagener

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of Indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of June, 2025.

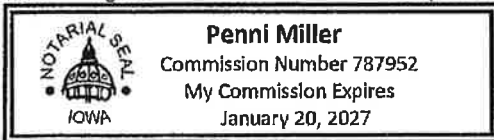



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

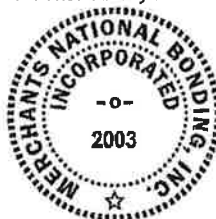



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of December, 2025.




Secretary

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

Council Meeting: January 20, 2026
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	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Contract/Agreement	<input type="checkbox"/>
Minutes	<input type="checkbox"/>
Plan Maps	<input type="checkbox"/>
Order	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	<input type="checkbox"/>	Minor	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Jamison	<input type="checkbox"/>	Fuller	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Second Made by:													
Vaughan	<input type="checkbox"/>	Minor	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Jamison	<input type="checkbox"/>	Fuller	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
At Large	Minor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 1	George	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2	Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3	Jamison	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4	Fuller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 5	Elbin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Action Taken:

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

ORDER NUMBER 000-2026

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 20, 2026.

Docket of Claims
Release date from 01/20/2026 thru 01/20/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	260959	01/20/2026	01/12/2026			134.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	JAN 2026: GARAGE 17239		12202025	12/16/2025			134.00
001	ACE DATA STORAGE INC	260960	01/20/2026	01/12/2026			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	DEC 2025 SHEDDING SERVICE		0204749	01/01/2026			105.00
001	DELTA UTILITIES	260961	01/20/2026	01/12/2026			72.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE:11/24-12/23/25		11000885-1	01/02/2026			72.73
001	DELTA UTILITIES	260962	01/20/2026	01/12/2026			72.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	SOUTH FIRE:11/24-12/23/25		11000999-0	01/02/2026			72.73
001	RJ YOUNG COMPANY LLC	260963	01/20/2026	01/12/2026			351.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	UNL-J7RK00-01 RENTAL FEE		INV7864992	01/08/2026			351.40
001	RJ YOUNG COMPANY LLC	260965	01/20/2026	01/12/2026			398.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	UNL-J9NI00-01 RENTAL FEE		INV7858323	01/03/2026			398.92
001	C SPIRE WIRELESS	260967	01/20/2026	01/12/2026			548.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-606	NCIC EQUIP CHG 3000652433		0652433-55	01/01/2026			548.10
001	C SPIRE WIRELESS	260968	01/20/2026	01/12/2026			661.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	12/11/2025			488.90
	001-100-606	DATA CARDS (5)		0032680896	12/11/2025			172.40
001	C SPIRE WIRELESS	260969	01/20/2026	01/12/2026			1,140.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-605	COUNCIL CELL PHONES		0030759348	12/31/2025			125.44
	001-021-605	CIYT MGR CELL PHONE		0030759348	12/31/2025			19.73
	001-040-605	ADMIN CELL PHONE		0030759348	12/31/2025			41.91
	001-090-698	BLDG-PLNG CELL PHONES		0030759348	12/31/2025			261.35
	001-090-698	IPAD SERVICE (3)		0030759348	12/31/2025			103.44
	001-161-605	FIRE CELL PHONES		0030759348	12/31/2025			147.99
	001-170-605	REC CELL PHONES		0030759348	12/31/2025			256.95
	001-205-605	MAINT CELL PHONES		0030759348	12/31/2025			124.32
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	12/31/2025			59.20
001	TRANSUNION RISK-ALTERNATE DATA SOLS INC	260972	01/20/2026	01/12/2026			351.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	DEC 2025 ACCT 6006920		202512-1	01/01/2026			351.00

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001	SINGING RIVER ELECTRIC COOPERATIVE	260973	01/20/2026	01/12/2026			684.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		12192025	12/29/2025			179.45
	001-170-631	BACOT SPLASHPAD 103751001		12192025	12/29/2025			31.64
	001-170-631	BACOT UPGRADES 113730001		12192025	12/29/2025			59.75
	001-170-631	BACOT 114484001		12192025	12/29/2025			30.00
	001-170-631	BACOT LIGHTS 10137		12192025	12/29/2025			265.54
	001-201-629	SIGNAL LIGHTS 10138		12192025	12/29/2025			117.94
001	AIRGAS USA LLC	260976	01/20/2026	01/13/2026			746.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		5521624766	12/31/2025			746.37
001	AUTOZONE INC	260977	01/20/2026	01/13/2026			211.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	WTR PUMP; 2GAL ANTIFRZ: 19686		4907915516	12/05/2025			157.97
	001-100-570	A/C VLV TOOL;OIL DRY(5): PD		4907920585	12/15/2025			53.94
001	BALBINA CALDWELL	260978	01/20/2026	01/13/2026			168.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	INTERPRETER SERVICES: 6 HRS		229233	12/23/2025			168.00
001	BIENVILLE ANIMAL MEDICAL CENTER	260979	01/20/2026	01/13/2026			172.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	CANINE ULTRA FOOD(2): LADY J		2236904	12/16/2025			172.50
001	BLOSSMAN GAS INC	260980	01/20/2026	01/13/2026			12.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	RENEWAL: TANK/EQUIP RENTAL		3419391	01/02/2026			12.00
001	CINTAS CORPORATION	260981	01/20/2026	01/13/2026			689.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	DEC 03 2025 MAINT		4251879202	12/03/2025			137.82
	001-205-535	DEC 10 2025 MAINT		4252515687	12/10/2025			137.82
	001-205-535	DEC 17 2025 MAINT		4253292313	12/17/2025			137.82
	001-205-535	DEC 23 2025 MAINT		4254008208	12/23/2025			137.82
	001-205-535	DEC 31 2025 MAINT		4254835765	12/31/2025			137.82
001	CANNON PAF LLC	260982	01/20/2026	01/13/2026			36.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	AC EXPANSION VLV: 17823		251252	12/08/2025			36.76
001	DIRECTV LLC	260983	01/20/2026	01/13/2026			184.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (FEB)		X260114	01/14/2026			184.02
001	JACKSON COUNTY CHAMBER OF COMMERCE	260984	01/20/2026	01/13/2026			1,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-681	LEADERSHIP JC: KING, SAM		35217	01/05/2026			1,500.00

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001	RELX INC DBA LEXISNEXIS Account Number 001-092-698	260985	01/20/2026	01/13/2026			163.00	
		Description DEC 2025 4254VNBSY		Invoice # 3096223248	Date 12/31/2025	P.O.	Amount	163.00
001	STATE TREASURER Account Number 001-000-300	260986	01/20/2026	01/13/2026			7,146.00	
		Description DEC 2025 COURT ASSESSMENTS		Invoice # 12312025	Date 01/05/2026	P.O.	Amount	7,146.00
001	MS DEPT OF PUBLIC SAFETY Account Number 001-000-300	260987	01/20/2026	01/13/2026			398.00	
		Description DEC 2025 SPECIAL ASSESSMENTS		Invoice # 12312025	Date 01/05/2026	P.O.	Amount	398.00
001	MS DEPT OF PUBLIC SAFETY Account Number 001-000-300	260988	01/20/2026	01/13/2026			585.00	
		Description DEC 2025 INTERLOCK FEES		Invoice # 12312025	Date 01/05/2026	P.O.	Amount	585.00
001	VICTIMS OF HUMAN TRAFFICKING FUND Account Number 001-000-300	260989	01/20/2026	01/13/2026			273.50	
		Description DEC 2025 STATE ASSESSMENTS		Invoice # 12312025	Date 01/05/2026	P.O.	Amount	273.50
001	MISSISSIPPI POWER Account Number 001-170-628	260990	01/20/2026	01/13/2026			1,155.00	
		Description DEC 2025 LEASE: BACOT		Invoice # 0796886005	Date 01/07/2026	P.O.	Amount	1,155.00
001	SPORTSCONDUCTOR LLC DBA JARVIS Account Number 001-170-503	260991	01/20/2026	01/13/2026			43.45	
		Description 2026 SPRING BASEBALL (11)		Invoice # 6587	Date 01/01/2026	P.O.	Amount	43.45
001	WARREN PAVING INC Account Number 001-201-576	260992	01/20/2026	01/13/2026			290.88	
		Description 3.03 TN ASPHALT: ROAD REPRS		Invoice # 118196	Date 12/11/2025	P.O.	Amount	290.88
001	H2O INNOVATION OPERATION & MAINTENANCE Account Number 001-201-672	261000	01/20/2026	01/13/2026			31,832.51	
		Description DEC 2025 MAINT OPS		Invoice # 2025-12	Date 12/31/2025	P.O.	Amount	31,832.51
001	AUTO TRUCK AND TRAILER PARTS INC Account Number 001-170-639 001-161-638 001-170-639 001-161-638	261003	01/20/2026	01/13/2026			291.40	
		Description COPPER WASHERS: BACKHOE		Invoice # 327747	Date 12/04/2025	P.O.	Amount	12.65
		PS HOSE;TANK DRN VLV: E2		327863	12/10/2025			63.85
		DSL KLEAN (3): REC EQUIP		327889	12/11/2025			88.65
		WTR FILTER; OIL FILTER: E5		327999	12/17/2025			126.25
001	HOME TEAM TIRE & AUTO SERVICE Account Number 001-100-638 001-100-638	261004	01/20/2026	01/13/2026			48.40	
		Description FLAT REPAIR: 19687		Invoice # 501730	Date 12/16/2025	P.O.	Amount	24.20
		FLAT REPAIR: 17768		501675	12/05/2025			24.20

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001	HENZE ENTERPRISES INC	261005	01/20/2026	01/13/2026			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	3CY CONC AGG:RD REPR-H GRACE		34016	01/02/2026			120.00
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	261007	01/20/2026	01/14/2026			833.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-642	DEC 2025 CLUB SUPPORT		12312025	01/13/2026			833.33
001	LOWE'S	261012	01/20/2026	01/14/2026			1,271.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-634	42" BALUSTRADE(16): GM PIER		997387	11/26/2025			30.08
	001-170-559	SFTY GLASSES;EARMUFFS;GLOVES		981417	12/01/2025			69.77
	001-170-513	100CT STRING LIGHT (6)		984845	12/02/2025			34.08
	001-090-559	OD LIGHT CONTROL W/ REMOTE		985761	12/02/2025			11.38
	001-170-559	KB 8LB SLEDGE HAMMER		984916	12/02/2025			32.76
	001-170-513	90W LED BULB 4PK		988644	12/03/2025			28.48
	001-170-513	15A 1 TO 3 OD ADAPTER: L&L		987297	12/03/2025			19.40
	001-170-513	15' OD EXT CORD (5): L&L		987297	12/03/2025			47.40
	001-170-513	40' OD EXT CORD (11): L&L		987297	12/03/2025			156.53
	001-205-559	9"COMPASS;16"CIRCLE DW CUTTER		987522	12/03/2025			26.94
	001-092-586	WHT SPRAY PAINT: CHAMBERS		987849	12/03/2025			6.63
	001-161-635	32W 4' T8 FL BULB 12CT: CFD		999895	12/08/2025			42.73
	001-170-513	8" BLK CABLE TIE 1000CT		970951	12/08/2025			37.98
	001-161-559	GE 1.6 CF OTR MICROWAVE WHT		970784	12/08/2025			217.55
	001-205-635	CONDUIT STRAP(5);SCREW 50CT		973255	12/09/2025			23.18
	001-205-635	ELEC BOX & COVER (6): M SHOP		973255	12/09/2025			19.74
	001-092-635	GAL WHT SG PAINT: PLANNING		975182	12/10/2025			37.03
	001-092-635	GAL WHT SG PAINT: C HALL		976290	12/10/2025			37.03
	001-205-586	3M 24X24 AC FILTER 3CT		977738	12/11/2025			13.27
	001-092-635	32W 4' T8 FL BULB 12CT		978970	12/11/2025			42.73
	001-092-635	RTN CR: 32W 4' T8 FL BULB 12CT		980034	12/12/2025			-42.73
	001-092-635	32W 4' T8 FL BULB 12CT: CHALL		980040	12/12/2025			42.73
	001-092-635	T8 4 BULB FL BALLAST: CHALL		980079	12/12/2025			37.98
	001-205-559	CLAMP WORK LIGHT; 125W BULB		985416	12/13/2025			18.78
	001-170-634	ASST HARDWARE: BACOT LT REPR		990267	12/15/2025			38.17
	001-161-635	32W 4' T8A LED BULB 20CT:CFD		994755	12/17/2025			23.74
	001-161-635	32W 4' T8A LED BULB 20CT:CFD		994387	12/17/2025			23.74
	001-092-635	LOC CLR ADHESIVE: CHAMBERS		997511	12/18/2025			8.82
	001-100-635	17W 2' T8 FL BULB (4): PD		996913	12/18/2025			37.92
	001-161-635	24" CEILING TILE 16CT: NFD		999064	12/19/2025			60.78
	001-161-635	24" CEILING TILE 16CT: SFD		999064	12/19/2025			60.78
	001-205-635	15A OUTLET;SCREWS 50CT: MSHOP		977070	12/22/2025			26.32
001	FUELMAN	261013	01/20/2026	01/14/2026			1,688.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP69781444	01/05/2026			68.48
	001-100-525	UNL&DSL FUEL		NP69781444	01/05/2026			1,223.22
	001-161-525	UNL&DSL FUEL		NP69781444	01/05/2026			238.91
	001-170-525	UNL FUEL		NP69781444	01/05/2026			157.40

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001	FUELMAN	261015	01/20/2026	01/14/2026			2,857.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP69821680	01/12/2026		75.62	
	001-092-525	UNL FUEL		NP69821680	01/12/2026		29.83	
	001-100-525	DSL&UNL FUEL		NP69821680	01/12/2026		1,749.97	
	001-161-525	DSL&UNL FUEL		NP69821680	01/12/2026		578.32	
	001-170-525	DSL&UNL FUEL		NP69821680	01/12/2026		300.28	
	001-205-525	DSL&UNL FUEL		NP69821680	01/12/2026		123.41	
001	JACKSON COUNTY ADULT DETENTION CENTER	261017	01/20/2026	01/14/2026			4,950.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	DEC 2025 ADC CHGS		12312025	01/14/2026		4,950.00	
001	O'REILLY AUTO PARTS	261023	01/20/2026	01/14/2026			879.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-570	RESISTOR;BLOWER MOTOR: 91642		1978390807	12/01/2025		88.95	
	001-205-570	STEERING WHEEL COVER: 91642		1978390851	12/01/2025		32.99	
	001-161-638	FILTERS-FUEL;AIR;COOLANT: E2		1978390909	12/02/2025		76.19	
	001-170-638	COP COIL PACK: 13408		1978390945	12/02/2025		38.73	
	001-161-638	FUEL FLTR;1G TRANS FLUID: E2		1978391041	12/03/2025		45.75	
	001-161-638	WIPER BLADE (2): C33		1978391097	12/04/2025		47.98	
	001-170-639	HOSE CLAMP (2): BACKHOE		1978391123	12/04/2025		3.58	
	001-100-570	THERMOSTAT;WSHR FLUID: 19686		1978391198	12/05/2025		20.07	
	001-100-570	WIPER BLADE (4):10414/18407		1978391225	12/05/2025		91.76	
	001-100-570	UPPER MANIFOLD SET: 17823		1978391465	12/08/2025		9.01	
	001-170-638	SPARK PLUG;HEATER HOSE: 13408		1978391514	12/09/2025		15.16	
	001-100-570	SPARK PLUG (6): 13408		1978391520	12/09/2025		43.08	
	001-100-570	AC SEAL KIT;TRNS FLUID(2):PD		1978392158	12/15/2025		53.73	
	001-205-639	BATTERY W/ CORE: SCISSOR LIFT		1978392185	12/15/2025		161.18	
	001-100-570	SPARK PLUG (6): 10724		1978392211	12/15/2025		43.08	
	001-100-570	IGN COIL; MANIFOLD SET: 10724		1978392211	12/15/2025		49.10	
	001-170-638	TRNS SHUDDER FIX: 10724		1978392219	12/15/2025		12.99	
	001-205-639	RTN CR: CORE - SCISSOR LIFT		1978392297	12/16/2025		-22.00	
	001-205-570	MINI BULB (2): 36383		1978392442	12/18/2025		7.71	
	001-100-570	R134A REFILL (2): 17823		1978392511	12/18/2025		43.98	
	001-170-639	BATTERY TERMINALS (2): LOADER		1978392551	12/19/2025		15.98	
001	AT&T MOBILITY	261024	01/20/2026	01/14/2026			63.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	JAN 2026 IT AIR BUS: WFD		X01082026	12/31/2025		63.74	
001	WASTE PRO - GAUTIER	261026	01/20/2026	01/14/2026			285.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRASIER PORT O LET 52247		79521	12/31/2025		35.00	
	001-170-698	BACOT PORT O LET 55400		79550	12/31/2025		250.00	
001	CREDIT CARD CENTER	261028	01/20/2026	01/14/2026			868.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	HOTEL-MFCA CONF: HILL,J		12032025	12/05/2025		266.00	
	001-161-681	HOTEL-MFCA CONF: LATCH,J		12032025	12/05/2025		266.00	

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001	CREDIT CARD CENTER	261028	01/20/2026	01/14/2026			868.93	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-681	HOTEL-GRANT WSHOP: KING,S		12142025	12/16/2025			224.70
	001-001-681	MEDC LEG RECEPTION: VAUGHAN		12182025	12/19/2025			100.00
	001-092-698	FINANCE CHARGE		12292025	12/29/2025			12.23
001	ELAN FINANCIAL SERVICES	261030	01/20/2026	01/14/2026			3,297.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-511	POTATOS: SR CHRISTMAS LUNCH		7412	12/04/2025			20.70
	001-170-511	GROCERY: SR CHRISTMAS LUNCH		0275	12/05/2025			64.41
	001-170-511	SUPPLIES: SR CHRISTMAS LUNCH		5960	12/08/2025			265.87
	001-092-606	ONEWAY APP: DEC 2025		0325	12/08/2025			75.00
	001-170-513	SUPPLIES: EMP CHRISTMAS LUNCH		0391	12/15/2025			34.50
	001-170-513	SUPPLIES: EMP CHRISTMAS LUNCH		4920	12/15/2025			190.61
	001-161-635	5500L 4'SHOP LIGHT(12): FIRE		4138	12/17/2025			275.88
	001-170-513	SUPPLIES: CM MEET & GREET		4922	12/17/2025			200.00
	001-170-513	DRINKS: EMP CHRISTMAS LUNCH		8787	12/18/2025			55.60
	001-170-513	DOOR PRZ: EMP CHRISTMAS LUNCH		6509	12/18/2025			450.00
	001-170-513	GROCERY: EMP CHRISTMAS LUNCH		8409	12/19/2025			272.44
	001-170-513	DOOR PRZ: EMP CHRISTMAS LUNCH		0793	12/19/2025			100.00
	001-170-513	CATERING: EMP CHRISTMAS LUNCH		6735	12/22/2025			202.31
	001-001-615	9" LOGO DISC FLYER 1000 CT		0730	12/26/2025			1,090.66
001	RIDGDELL BROS INC	261037	01/20/2026	01/14/2026			2,604.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-679	FEB 2026 LAWN MNT:HWY 90 INTS		23084977	01/14/2026			983.33
	001-201-679	FEB 2026 LAWN MNT: S HWY 90		23084979	01/14/2026			615.00
	001-092-680	FEB 2026 BED MNT: ENT SIGNS		23084980	01/14/2026			1,006.66
001	BUTLER SNOW LLP	261039	01/20/2026	01/14/2026			12,252.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-688	REVIEW TC DEVELOPMENT PSA(2)		10508788	01/08/2026			10,480.00
	001-001-688	REVIEW RE DEVELOPER CONTRACT		10508788	01/08/2026			1,772.00
001	AUTO TRUCK AND TRAILER PARTS INC	261040	01/20/2026	01/15/2026			377.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	46891 FILTER: E5		328031	12/19/2025	260346		247.25
	001-161-638	WA11360 FILTER: E5		328031	12/19/2025	260346		129.80
001	REYNOLDS WHOLESALE CO	261042	01/20/2026	01/15/2026			609.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	38X36 CAN LINER 100CT (10)		80100	01/13/2026	260413		609.50
001	SUNBELT FIRE INC	261044	01/20/2026	01/15/2026			112.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	PUMP RETEST/TRAVEL: ENG 4		00035174	01/12/2026	260347		112.00
001	HOME TEAM TIRE & AUTO SERVICE	261048	01/20/2026	01/15/2026			1,208.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-570	TP MONITOR SENSOR(4):GRN F250		501689	12/29/2025	260311		359.96
	001-205-570	FS TRANSFORCE HT TIRE(4):F250		501689	12/29/2025	260311		669.08
	001-205-570	INSTALL PKG: GRN F250 7634		501689	12/29/2025	260311		62.00
	001-205-570	TIRE DISP FEE(4): GRN F250		501689	12/29/2025	260311		18.00

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001	HOME TEAM TIRE & AUTO SERVICE	261048	01/20/2026	01/15/2026			1,208.03	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-570	SHOP SUPPLIES: GRN F250 7634		501689	12/29/2025	260311		9.00
	001-205-570	THRUST ANGLE ALIGN: GRN F250		501689	12/29/2025	260311		89.99
001	O'REILLY AUTO PARTS	261051	01/20/2026	01/15/2026			1,777.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	AC KIT: 17823		1978391464	12/08/2025	260218		54.83
	001-100-638	NEW COMPRESSOR: 17823		1978391464	12/08/2025	260218		241.25
	001-100-638	CORE CHARGE		1978391464	12/08/2025	260218		10.00
	001-100-638	CORE RETURN		1978391464	12/08/2025	260218		-10.00
	001-161-638	90-04-7107 ALTERNATOR: E5		1978392397	12/17/2025	260335		1,063.51
	001-161-638	CORE CHARGE		1978392397	12/17/2025	260335		180.00
	001-161-638	CORE RETURN		1978392397	12/17/2025	260335		-180.00
	001-161-638	BATTERY (3): E5		1978392552	12/19/2025	260338		417.54
	001-161-638	CORE CHARGE (3)		1978392552	12/19/2025	260338		66.00
	001-161-638	CORE RETURN (3)		1978392552	12/19/2025	260338		-66.00
001	SUN HERALD ADVERTISING	261052	01/20/2026	01/15/2026			51.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBLIC NOTICE: GPC 25-55-VAR		IN89150	11/30/2025	260239		25.51
	001-090-615	PUBLIC NOTICE: GPC 25-56-SE		IN89151	12/03/2025	260239		25.51
001	PRO-LOCK LOCKSMITH SERVICE LLC	261055	01/20/2026	01/15/2026			775.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-635	SERVICE CALL: SOUTH SUBSTN		73795	01/06/2026	260381		75.00
	001-100-635	HAYARLEVER EXT DOOR TRIM		73795	01/06/2026	260381		550.00
	001-100-635	LABOR: REPL EXT DOOR TRIM		73795	01/06/2026	260381		150.00
001	MINGLEDORFFS INC	261057	01/20/2026	01/15/2026			272.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-635	AC RETURN GRILLE(2):SR CENTER		91946208	01/07/2026	260384		272.84
001	EMERGENCY EQUIPMENT PROFESSIONALS INC	261058	01/20/2026	01/15/2026			2,808.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	LABOR REPR FAN CLUTCH: E4		523320	12/08/2025	260299		1,480.00
	001-161-638	CLUTCH/AIR FAN/KYSOR: E4		523320	12/08/2025	260299		801.52
	001-161-638	ENGINE THERMOSTAT: E4		523320	12/08/2025	260299		115.90
	001-161-638	PUSH ON FITTING 1/4X1/4: E4		523320	12/08/2025	260299		11.37
	001-161-638	50-50 GRN UNIV COOLANT(2): E4		523320	12/08/2025	260299		32.54
	001-161-638	SHOP SUPPLIES: E4		523320	12/08/2025	260299		55.00
	001-161-638	FREIGHT: E4		523320	12/08/2025	260299		35.00
	001-161-638	PRC994050 SIGNAL SWITCH: E2		523437	12/11/2025	260304		277.38
001	SPORTABOUT	261059	01/20/2026	01/15/2026			174.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-509	GMYC TSHIRT PRINTING (29)		12590	01/12/2026	251385		174.00
001	GRAFIX SHOPPE	261060	01/20/2026	01/15/2026			2,780.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-702	CUSTOM GPD GRAPHIC KIT (4)		167921	11/20/2025	260118		2,620.00
	001-100-702	SHIPPING:NEW 2026 EXPLORERS		167921	11/20/2025	260118		160.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SOUTHERN TIRE MART LLC DEPT 143	261061	01/20/2026	01/15/2026			110.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	REG HRS SVC CALL: ENG 6	2500199687	01/08/2026	260396		85.00	
	001-161-638	FUEL SURCHARGE FEE	2500199687	01/08/2026	260396		25.00	
001	DELTA COMPUTER SYSTEMS INC	261066	01/20/2026	01/15/2026			471.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-606	FEB 2026 ACCT SW MNT 50%	DHLMN20182	01/15/2026			259.70	
	001-092-606	FEB 2026 PRIV LIC SW MAINT	DHLMN20183	01/15/2026			212.00	
FUND TOTAL	1 Claims	to	Checks	57 Total	93,966.74 Manual	Held	Total	93,966.74

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
002	COG 7M BOND ACCT Account Number 002-900-950	261068	01/20/2026	01/15/2026			100,000.00	
					Invoice #	Date	P.O.	
					01152026	01/15/2026		100,000.00
FUND TOTAL	2 Claims to	Checks	1 Total	100,000.00	Manual		Held	Total 100,000.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	GREENAWALT HOSPITALITY LLC Account Number 004-510-699	260993	01/20/2026	01/13/2026			280.00	
		Description JAN 2026 SERV FEE		Invoice # I751	Date 01/01/2026	P.O.	Amount	280.00
004	LOWE'S Account Number 004-510-586 004-510-586	261018	01/20/2026	01/14/2026			46.49	
		Description LEXEL CAULK: LEAK REPR 14" EXT WTHR ZIP TIE 100PK		Invoice # 994516 989251	Date 11/25/2025 12/15/2025	P.O.	Amount	26.56 19.93
004	SINGING RIVER ELECTRIC COOPERATIVE Account Number 004-510-631	261027	01/20/2026	01/14/2026			1,323.49	
		Description AMPHITHEATER 118241002		Invoice # 01012026	Date 01/08/2026	P.O.	Amount	1,323.49
004	RIDGDELL BROS INC Account Number 004-510-680 004-510-699 004-510-680	261038	01/20/2026	01/14/2026			5,140.74	
		Description FEB 2026 LAWN MNT: SOUND FEB 2026 GNAT-INSECT APPL FEB 2026 CHEMICAL APP: SOUND		Invoice # 23084978 23084981 23084982	Date 01/14/2026 01/14/2026 01/14/2026	P.O.	Amount	3,695.83 267.00 1,177.91
004	GULF HYDRAULICS & PNEUMATICS INC Account Number 004-510-586 004-510-586	261043	01/20/2026	01/15/2026			159.89	
		Description CYLINDER REPR KIT: FORKLIFT LABOR: RESEAL CYLINDER		Invoice # 197373 197373	Date 01/08/2026 01/08/2026	P.O. 260389 260389	Amount	64.89 95.00
FUND TOTAL	4 Claims	to	Checks	5 Total	6,950.61	Manual	Held	Total 6,950.61

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	GULF BREEZE CONSTRUCTION INC Account Number 130-130-770	261069	01/20/2026	01/15/2026			220,032.23	
		Description CONSTRUCTION 89.59		Invoice # 35	Date 01/15/2026	P.O.	Amount	220,032.23
FUND TOTAL 130	Claims to	Checks	1 Total	220,032.23	Manual	Held	Total	220,032.23

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	C SPIRE WIRELESS	261025	01/20/2026	01/14/2026			896.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-606	GPD MODEM PLAN (26)DEC 2025		12032025	01/02/2026			896.48
FUND TOTAL	156 Claims	to	Checks	1 Total	896.48 Manual	Held	Total	896.48

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	LOWE'S	261019	01/20/2026	01/14/2026			3,589.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	160-161-799	DW 20V MXR 4 TOOL COMBO(4)		998229	11/26/2025			1,796.40
	160-161-799	DW 20V 3000L TRIPOD WRKLT(8)		998229	11/26/2025			1,792.80
160	SUNBELT FIRE INC	261045	01/20/2026	01/15/2026			45,340.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	160-161-702	VLGN FIRE BX DC C4-LED (2)		00034780	12/29/2025	251338		380.28
	160-161-702	TWISTER W/GRIP 1.0"NH (3)		00034780	12/29/2025	251338		847.50
	160-161-702	WORKING FIRE NOZZLE 150GPM(3)		00034780	12/29/2025	251338		2,874.36
	160-161-702	METRO 2 NOZZLE 25OGPM (3)		00034780	12/29/2025	251338		3,146.25
	160-161-702	HYDRNT/SPANNER WRENCH SET(3)		00034780	12/29/2025	251338		601.38
	160-161-702	4PC STORZ SPANR WRENCH SET(3)		00034780	12/29/2025	251338		443.43
	160-161-702	SHUTOFF 1.5 (3)		00034780	12/29/2025	251338		1,158.75
	160-161-702	STRAIGHT TIP 7/8X1.5" NH (3)		00034780	12/29/2025	251338		369.36
	160-161-702	BALL VALVE 2.5" (3)		00034780	12/29/2025	251338		1,233.75
	160-161-702	SMOOTH BORE TIP 1 1/8" (3)		00034780	12/29/2025	251338		369.36
	160-161-702	2.5" CELLAR NOZZLE		00034780	12/29/2025	251338		743.50
	160-161-702	DOUBLE MALE 2.5" NH (5)		00034780	12/29/2025	251338		150.20
	160-161-702	DOUBLE FEMALE 2.5" NH (5)		00034780	12/29/2025	251338		257.30
	160-161-702	SIAMESE 4"STRZX2-2.5" FEM		00034780	12/29/2025	251338		646.25
	160-161-702	ADAPTER 4"STZX2.5" NH FEM SW		00034780	12/29/2025	251338		161.79
	160-161-702	ELBOW 4"STRZX2.5" NH FEM RL		00034780	12/29/2025	251338		212.31
	160-161-702	GATED Y 2.5"NH/1/5"NH OUTLETS		00034780	12/29/2025	251338		431.88
	160-161-702	GATE VLV 2.5 SW RL FX2.5 N/G		00034780	12/29/2025	251338		451.39
	160-161-702	ADPT 4"STRZX4.5"NH FEM LH SW		00034780	12/29/2025	251338		213.01
	160-161-702	ADPT 5" STZX4" STZ (2)		00034780	12/29/2025	251338		468.18
	160-161-702	OASIS HYD ASST VLV 4.5 NH FEM		00034780	12/29/2025	251338		2,922.50
	160-161-702	TWISTER NOZZLE 10&40 GPM		00034780	12/29/2025	251338		275.00
	160-161-702	LTWT BOOSTER HOSE 1X100'RED		00034780	12/29/2025	251338		363.51
	160-161-702	150' HOSE STRAP (4)		00034780	12/29/2025	251338		464.48
	160-161-702	RATCHETING HYD WRENCH ZT79		00034780	12/29/2025	251338		115.56
	160-161-702	HALLIGAN 30" FORGED		00034780	12/29/2025	251338		246.04
	160-161-702	AXE FLAT HEAD 6# YEL		00034780	12/29/2025	251338		73.54
	160-161-702	AXE PICK HEAD 6# YEL		00034780	12/29/2025	251338		75.66
	160-161-702	BOLT CUTTER 36"		00034780	12/29/2025	251338		72.19
	160-161-702	SHOVEL SQUARE POINT 48"		00034780	12/29/2025	251338		56.72
	160-161-702	HONDA EU2200 GEN W/LED COMBO		00034780	12/29/2025	251338		3,066.00
	160-161-702	TRAFFIC CONE 28" REFL (5)		00034780	12/29/2025	251338		132.80
	160-161-702	INDIAN 5 GAL BACKPACK		00034780	12/29/2025	251338		174.84
	160-161-702	SUFF FLAP FIRE		00034780	12/29/2025	251338		79.75
	160-161-702	SUFR RAKE FIRE		00034780	12/29/2025	251338		79.06
	160-161-702	AXE PULASKI		00034780	12/29/2025	251338		40.66
	160-161-702	HARD SUCTION 6"X10'(2)		00034780	12/29/2025	251338		1,274.72
	160-161-702	KOBS60-P09 STRAINER 6"		00034780	12/29/2025	251338		216.21
	160-161-702	HEHC-6 HOSE CLAMPS-6" HEBERT		00034780	12/29/2025	251338		512.34
	160-161-702	RADIUS MONITOR 3" ANSI		00034780	12/29/2025	251338		4,320.38
	160-161-702	MASTER STREAM 1250S W/HALO		00034780	12/29/2025	251338		1,195.56
	160-161-702	BIV LOW PROF 6"X4" ST		00034780	12/29/2025	251338		1,732.46
	160-161-702	TFTUM12-NF PRO PAK 1.5"		00034780	12/29/2025	251338		1,087.32

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	SUNBELT FIRE INC	261045	01/20/2026	01/15/2026			45,340.92	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	160-161-702	EDUCTOR 95 GPM 1.5" FEM1.5"M	00034780	12/29/2025	251338	813.65		
	160-161-702	RED COVER SALV 100Z VNL 12X14	00034780	12/29/2025	251338	245.52		
	160-161-702	4"HFX NITR RUBBER 100' YLW(13)	00034780	12/29/2025	251338	9,792.25		
	160-161-702	HOSE LDH 4X25 STRZ	00034780	12/29/2025	251338	396.75		
	160-161-702	SUPREME II 1.75"X50' RED(12)	00034780	12/29/2025	251338	2,677.20		
	160-161-702	SUPR II DJ HOSE 2.5X50 RED(8)	00034780	12/29/2025	251338	2,511.60		
	160-161-702	PICK HEAD AXE HANGER/POCKET	00034780	12/29/2025	251338	112.95		
	160-161-702	PLAT HEAD AXE HANGER/POCKET	00034780	12/29/2025	251338	85.95		
	160-161-702	PA1004 HANDLE LOK (2): ENG 3	00034780	12/29/2025	251338	89.90		
	160-161-702	FREIGHT: EQUIP ENG 3	00034780	12/29/2025	251338	725.00		
	160-161-702	CREDIT ON ACCOUNT	145813E	01/02/2026	251338	-5,847.38		
FUND TOTAL 160 Claims	to	Checks	2 Total	48,930.12	Manual	Held	Total	48,930.12

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	C SPIRE WIRELESS	260970	01/20/2026	01/12/2026			53.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	12/31/2025			53.73
176	SINGING RIVER ELECTRIC COOPERATIVE	260974	01/20/2026	01/12/2026			2,632.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	HOUSE 76855002		12192025	12/29/2025			55.60
	176-170-631	PARK FACILITIES 76854002		12192025	12/29/2025			2,212.98
	176-170-631	DUMP STATION 109931001		12192025	12/29/2025			30.00
	176-170-631	KSP WELCOME CENTER 108928002		12192025	12/29/2025			333.81
176	BAY ICE COMPANY INC	260994	01/20/2026	01/13/2026			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	DEC 2025 BOX RENTAL		721070	12/31/2025			50.00
176	GRAND VIEW SECURITY LLC	261011	01/20/2026	01/14/2026			1,259.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	SERV CALL/LABOR: ALARM ISSUE		2616-3527	01/13/2026			632.50
	176-170-639	CSC1Q4 HUB: SSP SYSTEM		2616-3527	01/13/2026			405.00
	176-170-639	MOTION DETECTOR;BATTERY: SSP		2616-3527	01/13/2026			222.43
176	LOWE'S	261020	01/20/2026	01/14/2026			29.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-586	3M AC FILTER (2): LOG CABIN		978461	12/11/2025			11.34
	176-170-586	50A 2P CIRC BRKR: SITE 28		995509	12/17/2025			18.03
176	AMAZON CAPITAL SERVICE	261062	01/20/2026	01/15/2026			573.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	ULTRASAFE JUMP STARTER 12V		1HLGHRCKRY	01/09/2026	260387		363.49
	176-170-541	OUTDOOR SOLAR LANTERN (2)		1H3GRQ4JFY	01/13/2026	260404		39.96
	176-170-541	INNOVA DISC GOLF SET (2)		1H3GRQ4JFY	01/13/2026	260404		38.72
	176-170-541	CUTTER SKINSATIONS 12CT (1)		1H3GRQ4JFY	01/13/2026	260404		58.24
	176-170-541	RUBBER HORSESHOES SET (1)		1H3GRQ4JFY	01/13/2026	260404		20.55
	176-170-541	CONNECT 4 GAME (1)		1H3GRQ4JFY	01/13/2026	260404		8.89
	176-170-541	BURTS BEE'S 6PC SET (1)		1H3GRQ4JFY	01/13/2026	260404		17.50
	176-170-541	LADIES 6PC GIFT SET (1)		1H3GRQ4JFY	01/13/2026	260404		17.99
	176-170-541	TRAVEL SEWING KIT (1)		1H3GRQ4JFY	01/13/2026	260404		7.75
FUND TOTAL 176 Claims		to	Checks	6 Total	4,598.51 Manual	Held	Total	4,598.51

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
309	ALLRED STOLARSKI ARCHITECTS PA Account Number 309-510-763	261008	01/20/2026	01/14/2026			2,587.02	
		Description		Invoice #	Date	P.O.	Amount	
		CONSTRUCTION ADMIN: PRTL		202173-12	01/13/2026			2,587.02
309	ALLRED STOLARSKI ARCHITECTS PA Account Number 309-510-763	261009	01/20/2026	01/14/2026			397.38	
		Description		Invoice #	Date	P.O.	Amount	
		CONSTRUCTION ADMIN: BAL		202173-12	01/13/2026			397.38
309	DAN HENSARLING INC Account Number 309-510-756	261010	01/20/2026	01/14/2026			304,830.30	
		Description		Invoice #	Date	P.O.	Amount	
		MS SONGWRITERS PAC 27.84%		7	01/13/2026			304,830.30
FUND TOTAL	309 Claims	to	Checks	3 Total	307,814.70	Manual	Held	Total 307,814.70

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	260997	01/20/2026	01/13/2026			30,650.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-763	RFIS & SUBMITTALS		45441	11/21/2025		13,650.00	
	355-723-763	RFIS & SUBMITTALS		45819	01/09/2026		17,000.00	
FUND TOTAL 355	Claims	to	Checks	1 Total	30,650.00	Manual	Held	Total 30,650.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	RJ YOUNG COMPANY LLC	260964	01/20/2026	01/12/2026			235.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	UNL-J9T500-01 RENTAL FEE		INV7857623	01/02/2026			235.80
400	RJ YOUNG COMPANY LLC	260966	01/20/2026	01/12/2026			398.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-092-698	UNL-J9NI00-01 RENTAL FEE		INV7858323	01/03/2026			398.92
400	C SPIRE WIRELESS	260971	01/20/2026	01/12/2026			581.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-001-605	COUNCIL CELL PHONES		0030759348	12/31/2025			188.14
	400-021-605	CITY MGR CELL PHONE		0030759348	12/31/2025			29.60
	400-040-605	ADMIN CELL PHONE		0030759348	12/31/2025			41.90
	400-205-605	MAINT CELL PHONES		0030759348	12/31/2025			31.07
	400-094-605	GRANT-PROJ CELL PHONES		0030759348	12/31/2025			88.79
	400-650-605	CELL PHONES (4)		0030759348	12/31/2025			201.72
400	SINGING RIVER ELECTRIC COOPERATIVE	260975	01/20/2026	01/12/2026			4,801.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		12192025	12/29/2025			308.21
	400-651-631	LIFT STNS 17883		12192025	12/29/2025			2,312.12
	400-651-631	LIFT STNS 17884		12212025	12/30/2025			1,208.28
	400-651-631	LIFT STNS 114260001		12192025	12/29/2025			973.22
400	FIRST NATIONAL BANK TRUST DEPT	260995	01/20/2026	01/13/2026			1,940.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-803	S2018 BOND FEES CY 2025		12312025	12/31/2025			1,940.00
400	FIRST NATIONAL BANK TRUST DEPT	260996	01/20/2026	01/13/2026			1,940.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-803	S2019 BOND FEES CY 2025		12312025	12/31/2025			1,940.00
400	ARISTA INFORMATION SYSTEMS INC	260998	01/20/2026	01/13/2026			7,001.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	DEC 2025 PRINTING 2067001		0013307	12/31/2025			1,500.35
	400-650-698	DEC 2025 POSTAGE 2067001		0013307	12/31/2025			5,501.06
400	COG DEPOSITORY ACCOUNT	260999	01/20/2026	01/13/2026			212,715.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	DEC 2025 GARBAGE PMTS		12312025	12/31/2025			212,715.78
400	H2O INNOVATION OPERATION & MAINTENANCE	261001	01/20/2026	01/13/2026			183,082.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	DEC 2025 MAINT OPS		2025-12	12/31/2025			183,082.50
400	HENZE ENTERPRISES INC	261006	01/20/2026	01/13/2026			1,960.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	3CY RAP: WTR LEAK VALARGO		34016	01/02/2026			120.00
	400-651-585	11CY FILL: WTR LEAK FARRIGUT		34016	01/02/2026			165.00
	400-651-585	5CY RAP: TAP FERRY POINT		34016	01/02/2026			200.00

Docket of Claims
Release date from 01/20/2026 thru 01/20/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	HENZE ENTERPRISES INC	261006	01/20/2026	01/13/2026			1,960.00	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	5CY FILL: TAP FERRY POINT		34016	01/02/2026		75.00	
	400-651-585	14CY FILL: WTR LEAK MBLUFF		34016	01/02/2026		210.00	
	400-651-585	8CY RAP: WTR LEAK MBLUFF		34016	01/02/2026		320.00	
	400-651-585	40CY FILL: WTR LEAK MBLUFF		34016	01/02/2026		600.00	
	400-651-585	3CY FILL: SWR RPR LEWIS GATE		34016	01/02/2026		45.00	
	400-651-585	6CY FILL: WTR MN WEST GATE		34016	01/02/2026		90.00	
	400-651-585	9CY FILL: WTR MN WEST GATE		34016	01/02/2026		135.00	
400	FUELMAN	261014	01/20/2026	01/14/2026			87.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP69781444	01/05/2026		87.85	
400	FUELMAN	261016	01/20/2026	01/14/2026			113.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP69821680	01/12/2026		113.21	
400	LOWE'S	261021	01/20/2026	01/14/2026			428.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	2" ROOF SCREWS 50CT: LEAK		984846	12/02/2025		15.18	
	400-651-584	1.25"PVC M ADPTR(5):STANFIELD		987393	12/03/2025		8.35	
	400-650-559	32CT NIAGARA (10): MTR RDRS		973198	12/09/2025		61.60	
	400-651-584	2"PVC CPL(3);S40 45D ELBOW		978623	12/11/2025		9.91	
	400-651-584	2"S40 90D ELBOW(2):R MEADOWS		978623	12/11/2025		14.02	
	400-651-584	SS ANCHOR SHACKLE(5):SEAGRAPE		995158	12/17/2025		32.20	
	400-651-584	5 1/8" SCREW (10): SEAGRAPE		995158	12/17/2025		21.70	
	400-651-584	CLEAR FLEX CAULK(2): SEAGRAPE		994441	12/17/2025		37.98	
	400-651-583	FENCE REPR: SEACLIFFE		994087	12/17/2025		183.86	
	400-651-584	2" GALV COUPLING: MERIDA		994087	12/17/2025		9.48	
	400-651-584	#8 SD LATH SCREWS 17OCT		999177	12/19/2025		13.28	
	400-651-581	92"SYP STUD(4);104"WW STUD(2)		976842	12/22/2025		20.48	
400	VULCAN CONSTRUCTION MATERIAL LLC	261022	01/20/2026	01/14/2026			305.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	2.78TN MDOT 100: R GENTILLY		5418687654	01/13/2026		177.92	
	400-651-683	1.99TN MDOT 100: R GENTILLY		5418687	01/13/2026		127.36	
400	CREDIT CARD CENTER	261029	01/20/2026	01/14/2026			180.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-682	ASFFM DUES: MORGAN,R		12082025	12/09/2025		180.00	
400	AUTO TRUCK AND TRAILER PARTS INC	261041	01/20/2026	01/15/2026			58.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	30W OIL QUART (12): LIFT STNS		327992	12/17/2025	260326	58.20	
400	SOUTHERN PIPE & SUPPLY CO INC	261046	01/20/2026	01/15/2026			335.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4 NL BRS ADPT FIPXPVC (3)		1060991200	12/19/2025	260195	166.77	
	400-651-581	2X3 STD BRS NIPPLE (1)		1057620201	12/19/2025	260312	15.32	
	400-651-581	1" S40 PVC SXS BALL VLV (1)		1057620201	12/19/2025	260312	4.75	
	400-651-581	WHITE MARKING PAINT (24)		1057620201	12/19/2025	260312	148.32	

Docket of Claims
Release date from 01/20/2026 thru 01/20/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CONSOLIDATED PIPE & SUPPLY	261047	01/20/2026	01/15/2026			4,255.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	1-1/4 IPS PP REPR CPL (5)	MS03714651	12/23/2025	260334	122.50		
	400-651-581	1-1/4 S40 PVC ADPTR DOM (6)	MS03714651	12/23/2025	260334	5.40		
	400-651-581	10.5OZ HYD FOOD GRD OIL (6)	MS03714651	12/23/2025	260334	115.50		
	400-651-581	1" PVC BALL VALVE DOM (5)	MS03714651	12/23/2025	260334	25.00		
	400-651-581	1-1/4 PVC BALL VALVE DOM (5)	MS03714651	12/23/2025	260334	30.00		
	400-651-581	3 SB CARBON STL TOP BOLT CPL	MS03714651	12/23/2025	260334	202.00		
	400-651-581	1-1/4 CTS AY BRS MALE ADPT(5)	MS03714722	12/30/2025	260334	320.00		
	400-651-581	1X1-1/4 PVC X BRASS (5)	MS03714722	12/30/2025	260334	345.00		
	400-651-581	1-1/4 MCDONALD COMP CPL (5)	MS03714722	12/30/2025	260334	340.00		
	400-651-581	1X1-1/4 CTS BRASS CPL (5)	MS03714722	12/30/2025	260334	307.50		
	400-651-581	1-1/4 CTS AY BRASS ADPT (5)	MS03714722	12/30/2025	260334	357.50		
	400-651-581	1-1/4 PVC GRIP RING DOM (10)	MS03714722	12/30/2025	260334	60.00		
	400-651-581	12 MUELLER HYMAX CS CPL (3)	MS03714722	12/30/2025	260334	2,025.00		
400	CENTRAL PIPE SUPPLY-JACKSON	261049	01/20/2026	01/15/2026			684.36	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-583	PVC S40 CPL S/W 2" (15)	436728.001	12/19/2025	260337	30.30		
	400-651-583	PVC SWING CHECK VLV 2" (6)	436728.001	12/19/2025	260337	303.36		
	400-651-583	PVC S40 45 ELL 2" (15)	436728.001	12/19/2025	260337	59.70		
	400-651-583	PVC BALL VLV LEGEND 2" (6)	436728.001	12/19/2025	260337	291.00		
400	BAYOU CONCRETE LLC	261050	01/20/2026	01/15/2026			750.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	5CY 3000 PSI: CLARESHOLM REPR	340369	12/30/2025	260333	710.00		
	400-651-581	FUEL SURCHARGE	340369	12/30/2025	260333	40.00		
400	SUN HERALD ADVERTISING	261053	01/20/2026	01/15/2026			148.24	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-615	BID AD:BUCKS RD LIFT STN IMP	IN100323	01/08/2026	260329	148.24		
400	MALLETTE SOD LLC	261054	01/20/2026	01/15/2026			300.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-683	PALLET SOD: DRAINAGE REPR	1034587	01/09/2026	260399	150.00		
	400-651-683	DELIVERY FEE: RUE GENTILLY	1034587	01/09/2026	260399	150.00		
400	CITY ELECTRIC SUPPLY CO	261056	01/20/2026	01/15/2026			432.28	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	40A 3P AUX 120VAC COIL (2)	PAS/106625	01/06/2026	260379	330.00		
	400-651-584	OL RELAY 28-40A USE W (2)	PAS/106625	01/06/2026	260379	102.28		
400	J H WRIGHT & ASSOCIATES INC	261063	01/20/2026	01/15/2026			3,857.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	PC3000XC CONTROLLER: WHITEWOOD	474887	12/23/2025	260345	1,315.00		
	400-651-584	PC3000XC CONTROLLER(2): LSTN	475161	01/09/2026	260392	2,200.00		
	400-651-581	120V TIMER RELAY: BEASLEY WELL	475250	01/14/2026	260344	342.00		

Docket of Claims
 Release date from 01/20/2026 thru 01/20/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	DELTA COMPUTER SYSTEMS INC Account Number 400-092-606	261067	01/20/2026	01/15/2026			259.70	
			Description	Invoice #	Date	P.O.	Amount	
			FEB 2026 ACCT SW MNT 50%	DHLMN20182	01/15/2026		259.70	
FUND TOTAL	400 Claims	to	Checks	25 Total	426,852.18	Manual	Held	Total 426,852.18

Docket of Claims
 Release date from 01/20/2026 thru 01/20/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC Account Number 404-677-693	261002	01/20/2026	01/13/2026			175,054.00	
			Description	Invoice #	Date	P.O.	Amount	
			DEC 2025 RES GARBAGE (6424)	60026	12/31/2025		175,054.00	
FUND TOTAL 404 Claims	to	Checks	1 Total	175,054.00	Manual	Held	Total	175,054.00

Docket of Claims
 Release date from 01/20/2026 thru 01/20/2026

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	57 Total	93,966.74 Manual	Held	Total	93,966.74
FUND 2	Claims	to	Checks	1 Total	100,000.00 Manual	Held	Total	100,000.00
FUND 4	Claims	to	Checks	5 Total	6,950.61 Manual	Held	Total	6,950.61
FUND 130	Claims	to	Checks	1 Total	220,032.23 Manual	Held	Total	220,032.23
FUND 156	Claims	to	Checks	1 Total	896.48 Manual	Held	Total	896.48
FUND 160	Claims	to	Checks	2 Total	48,930.12 Manual	Held	Total	48,930.12
FUND 176	Claims	to	Checks	6 Total	4,598.51 Manual	Held	Total	4,598.51
FUND 309	Claims	to	Checks	3 Total	307,814.70 Manual	Held	Total	307,814.70
FUND 355	Claims	to	Checks	1 Total	30,650.00 Manual	Held	Total	30,650.00
FUND 400	Claims	to	Checks	25 Total	426,852.18 Manual	Held	Total	426,852.18
FUND 404	Claims	to	Checks	1 Total	175,054.00 Manual	Held	Total	175,054.00
Total for all Funds			Checks	103 Total	1,415,745.57 Manual	Held	Total	1,415,745.57

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

Council Meeting: January 20, 2026
Title: Approval of Minutes from the Regular Council Meeting held January 6, 2026

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

Summary Explanation: Approval of Minutes from the Regular Council Meeting held January 6, 2026

EXHIBITS FOR REVIEW

Resolution	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Contract/Agreement	<input checked="" type="checkbox"/>
Minutes	<input type="checkbox"/>
Plan Maps	<input type="checkbox"/>
Order	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:													
Vaughan	<input type="checkbox"/>	Minor	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Jamison	<input type="checkbox"/>	Fuller	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Second Made by:													
Vaughan	<input type="checkbox"/>	Minor	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Jamison	<input type="checkbox"/>	Fuller	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
At Large	Minor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 1	George	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2	Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3	Jamison	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4	Fuller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 5	Elbin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Action Taken:

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

ORDER NUMBER 000-2026

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 January 6, 2026 are hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 20, 2026.

Tuesday
January 6, 2026
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 January 6, 2026 at 6:30pm in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Casey Vaughan, Council Members Eric Minor, Richard Jackson, Kay Jamison, Lorenzo Fuller, and Dante Elbin. Also present were Carlos Moulds, City Manager; Teresa Montgomery, City Clerk; Josh Danos, City Attorney and other concerned citizens. Present by teleconference was Councilman Cameron George.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
January 6, 2026 @ 6:30 PM

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. City Offices will be closed on Monday, January 19th, in observance of the birthdays of Dr. Martin Luther King Jr. and Robert E. Lee.
2. City of Gautier's Mardi Gras Tailgating Event will be Saturday, February 7th, starting at 4pm at Gautier Town Commons (former SR Mall Property), followed by fireworks after the parade.
3. Gautier Men's Club Mardi Gras Parade will be Saturday, February 7th, starting at 7pm.

IV. Presentation Agenda

V. Business Agenda

1. Authorization to enter into a Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2025

<input type="checkbox"/>	STAFF PRESENTATION	<input type="checkbox"/>	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	<input type="checkbox"/>	MOTION COUNCIL DISCUSSION/QUESTIONS	<input type="checkbox"/>	VOTE
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2. Approval of the Docket of Claims

<input type="checkbox"/>	STAFF PRESENTATION	<input type="checkbox"/>	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	<input type="checkbox"/>	MOTION COUNCIL DISCUSSION/QUESTIONS	<input type="checkbox"/>	VOTE
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VI. Consent Agenda (All items approved in one motion)

1. Approval of Minutes from the Recessed Council Meeting held December 16, 2025, and the Special Call Meeting held December 23, 2025
2. Resolution approving the sponsorship request from Gautier Men's Club for the Annual Mardi Gras Parade to be held on February 7, 2026
3. Designate City Manager, Carlos Moulds, as the Chief LPA Official for all MDOT Projects

VII. STUDY AGENDA

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

Recess until January 20, 2026 at 6:30pm

www.gautier-ms.gov

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

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

Announcements

1. City Offices will be closed on Monday, January 19th, in observance of the birthdays of Dr. Martin Luther King Jr. and Robert E. Lee.
 2. City of Gautier's Mardi Gras Tailgating Event will be Saturday, February 7th, starting at 4pm at Gautier Town Commons (former SR Mall Property), followed by fireworks after the parade.
 3. Gautier Men's Club Mardi Gras Parade will be Saturday, February 7th, starting at 7pm.
-

Presentation

None

State Holidays

[Home \(/\)](#) > [Publications & External Affairs \(/communications-publications\)](#) > [State Holidays](#)

MISS. CODE ANN. § 3-3-7:

(1) Except as otherwise provided in subsection (2) of this section, the following are declared to be legal holidays, viz: the first day of January (New Year's Day); the third Monday of January (Robert E. Lee's birthday and Dr. Martin Luther King, Jr.'s birthday); the third Monday of February (Washington's birthday); the last Monday of April (Confederate Memorial Day); the last Monday of May (National Memorial Day and Jefferson Davis' birthday); the fourth day of July (Independence Day); the first Monday of September (Labor Day); the eleventh day of November (Armistice or Veterans' Day); the day fixed by proclamation by the Governor of Mississippi as a day of Thanksgiving, which shall be fixed to correspond to the date proclaimed by the President of the United States (Thanksgiving Day); and the twenty-fifth day of December (Christmas Day). In the event any holiday hereinbefore declared legal shall fall on Sunday, then the next following day shall be a legal holiday.

(2) In lieu of any one (1) legal holiday provided for in subsection (1) of this section, with the exception of the third Monday in January (Robert E. Lee's and Martin Luther King, Jr.'s birthday) and the eleventh day of November (Armistice or Veterans Day), the governing authorities of any municipality or county may declare, by order spread upon its minutes, Mardi Gras Day or any one (1) other day during the year, to be a legal holiday.

(3) August 16 is declared to be Elvis Aaron Presley Day in recognition and appreciation of Elvis Aaron Presley's many contributions, international recognition and the rich legacy left to us by Elvis Aaron Presley. This day shall be a day of recognition and observation and shall not be recognized as a legal holiday.

(4) May 8 is declared to be Hernando de Soto Day in recognition, observation and commemoration of Hernando de Soto, who led the first and most imposing expedition ever made by Europeans into the wilds of North America and the State of Mississippi, and in further recognition of the Spanish explorer's 187-day journey from the Tombigbee River basin on our state's eastern boundary, westward to the place of discovery of the Mississippi River on May 8, 1541. This day shall be a day of commemoration, recognition and observation of Hernando de Soto and European exploration and shall not be recognized as a legal holiday.

(5) Armistice Day (Veterans Day) shall be observed by appropriate exercises in all the public schools in the State of Mississippi. The superintendent of schools of each public school district is authorized to provide for the appearance of uniformed military personnel, uniformed veterans or the families of fallen military personnel/veterans at such public school exercises in honor of Armistice (Veterans) Day. The superintendent of schools is also authorized to permit the school band and its director(s) at any public school in the district to perform at Armistice (Veterans) Day exercises in the school district upon the request of public officials or veterans associations without loss of any program credit by participating students and without loss of leave by participating school personnel.

› No 2025 July 4th proclamation has been issued by Governor Reeves.

› [Thanksgiving, Christmas, New Year's Day 2025 \(https://www.sos.ms.gov/content/documents/ed_pubs/holidays/DOC102025-10202025100420.pdf\)](https://www.sos.ms.gov/content/documents/ed_pubs/holidays/DOC102025-10202025100420.pdf)

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FEBRUARY 7, 2026
4 PM - UNTIL

Gautier's

MARDI GRAS

Laissez les bons temps rouler

Tailgate Party

LIVE DJ

**FOOD
TRUCKS**

FIREWORKS will
follow the **Gautier
Men's Club
Parade**, which
starts at **7 PM.**

Gautier Town Commons
Property Next to Belk
2800 HWY 90



Gautier Men's Club
PRESENTS

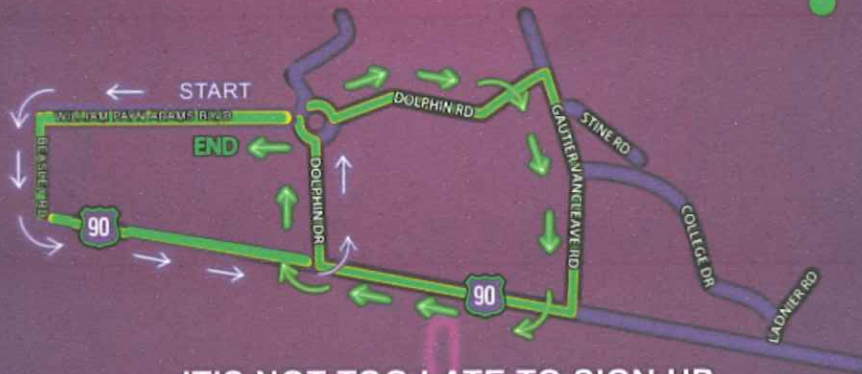


SATURDAY

FEBRUARY 7, 2026

PARADE ROLLS @7PM

New Parade Route!



IT'S NOT TOO LATE TO SIGN UP

ENTER the Gautier Mardi Gras Night Parade!
Floats, Clubs, Marching Groups, Bikes, Carts, use
your MARDI GRAS imagination. We want you to get
creative with us and make this the **BIGGEST** small
town party on the coast!

For more info or to register contact:

Mike Wagner

mwagner59@hotmail.com

540-645-7062

Steven Lowry

StevenLowry73@gmail.com

006 228-224-7315

Councilman Fuller made the motion to enter into a Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2025, as presented. Councilman Minor 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 001-2026

WHEREAS, the governing authorities of every municipality in the state shall have their books audited annually, prior to the close of the net succeeding fiscal year, either by a competent accountant approved by the State Auditor or by a certified public accountant in accordance with Miss Code Ann. § 21-35-31; and

WHEREAS, the firm of Wright, Ward, Hatten & Guel has offered to perform these services pursuant to the attached agreement; and

WHEREAS, the Mayor and Council Members hereby find that entering this agreement is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2025, is hereby authorized.

IT IS FURTHER ORDERED that the proposed audit will include the audit of all funds in accordance with government auditing standards prescribed by the United States General Accounting Office (GAO) and the corresponding Yellow Book standards and requirements and the Office of the State Auditor (OSA) guidelines, including Mississippi State Law and Regulations, and the Single Audit Act, as delineated in OMB Circular A-133.

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 Minor**, 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 January 6, 2026.

WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)

Certified Public Accountants

MICHAEL E. GUEL, CPA, CVA, PFS, CFP, CFE
SANDE W. HENTGES, CPA, CFE

CHARLENE KERKOW, CPA

HANCOCK BANK BUILDING
2510 - 14TH STREET
P.O. BOX 129
GULFPORT, MISSISSIPPI 39502

MEMBERS
AMERICAN INSTITUTE OF CPAS
MISSISSIPPI SOCIETY OF CPAS
TELEPHONE (228) 863-6501
FAX NUMBER (228) 863-6544
EMAIL: OFFICE@WWHGCCPA.COM

December 2, 2025

To the Mayor, City Council and Management
City of Gautier, Mississippi
3330 Highway 90
Gautier, MS 39553

We are pleased to confirm our understanding of the services we are to provide for the City of Gautier, Mississippi for the year ended September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Gautier, Mississippi as of and for the year ended September 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Gautier, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Gautier, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule – budget and actual
- 3) Schedule of the City's proportionate share of net pension liability
- 4) Schedule of the City's contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Gautier, Mississippi's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards.
- 2) Schedule of surety bonds

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Elected officials
- 2) Organizational chart

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks: management override of controls, not reserving receivables for bad debts.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Gautier, Mississippi's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct

and material effect on each of the City of Gautier, Mississippi's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Gautier, Mississippi's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in

conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Gautier, Mississippi in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the city council; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wright, Ward, Hatten and Guel and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Office of the State Auditor or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wright, Ward, Hatten and Guel personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Office of the State Auditor, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Sande Hentges, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$39,500. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City of Gautier, Mississippi. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Gautier, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Walter Woodworth * [Signature]

RESPONSE:

This letter correctly sets forth the understanding of the City of Gautier, Mississippi.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

Councilman Fuller made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. 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 002-2026

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

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

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

Motion was made by **Councilman Fuller**, 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 January 6, 2026.

Docket of Claims
Release date from 01/06/2026 thru 01/06/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TRAVELERS CL REMITTANCE CENTER	260797	01/06/2026	12/22/2025			2,045.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	ADD 2025 FORD EXPLORER		4394J5094	12/12/2025			1,099.00
	001-092-625	ADD 2012 & 2013 RAM 1500		4394J5094	12/12/2025			946.00
001	AT&T	260798	01/06/2026	12/22/2025			37.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC MONITORING		2284970262	12/14/2025			37.93
001	GLOBALSTAR	260801	01/06/2026	12/22/2025			104.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		104010652	12/16/2025			104.61
001	CATALIS COURTS AND LAND RECORDS LLC	260802	01/06/2026	12/22/2025			1,711.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	DEC 2025 COURT SUPPORT		308365328	12/16/2025			1,711.53
001	DEPT PUBLIC SAFETY	260803	01/06/2026	12/22/2025			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES (NOV 2025)		90169194	12/08/2025			60.00
001	JACKSON COUNTY ADULT DETENTION CENTER	260804	01/06/2026	12/22/2025			7,370.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	NOV 2025 ADC CHGS		11302025	12/16/2025			7,370.00
001	TRANSUNION RISK-ALTERNATE DATA	SOLS INC 260805	01/06/2026	12/22/2025			186.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NOV 2025 ACCT 6006920		202511-1	12/01/2025			186.17
001	MS DEVELOPMENT AUTHORITY	260809	01/06/2026	12/23/2025			46,323.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-680-830	ANNUAL PMT: 12-192-CP-1		50758	01/01/2026			46,323.96
001	AGJ SYSTEMS & NETWORKS INC	260810	01/06/2026	12/23/2025			402.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-601	JCBS RECORDS REQ: EMAILS		126799	10/24/2025			402.50
001	AGJ SYSTEMS & NETWORKS INC	260811	01/06/2026	12/23/2025			5,422.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	JAN 2026: MSP COMP/ENDPT DET		MSP-127993	01/01/2026			4,343.50
	001-092-606	JAN 2026: MS365 E-73; B-31		128076	01/01/2026			605.85
	001-092-606	JAN 2026: LITIGATN HOLD (17)		128076	01/01/2026			53.55
	001-092-606	JAN 2026: BACKUP SERVER (2)		128097	01/01/2026			420.00
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	260813	01/06/2026	12/23/2025			833.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-642	NOV 2025 CLUB SUPPORT		11302025	12/11/2025			833.33

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Docket of Claims
Release date from 01/06/2026 thru 01/06/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA COMPUTER SYSTEMS INC	260814	01/06/2026	12/23/2025			471.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	JAN 2026 ACCT SW MNT 50%		DHLMN19889	12/15/2025			259.70
	001-092-606	JAN 2026 PRIV LIC SW MAINT		DHLMN19890	12/15/2025			212.00
001	SAMUEL J KING	260816	01/06/2026	12/23/2025			261.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-681	PER DIEM REIM: GRANT TRNG		12142025	12/17/2025			100.91
	001-094-681	MILEAGE REIM: 228.9 MILES		12142025	12/17/2025			160.65
001	RIDGDELL BROS INC	260820	01/06/2026	12/23/2025			2,604.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-679	JAN 2026 LAWN MNT:HWY 90 INTS		23084915	12/12/2025			983.33
	001-201-679	JAN 2026 LAWN MNT: S HWY 90		23084917	12/12/2025			615.00
	001-092-680	JAN 2026 BED MNT: ENT SIGNS		23084918	12/12/2025			1,006.66
001	BUTLER SNOW LLP	260834	01/06/2026	12/23/2025			43,026.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-688	GAUTIER TOWN COMMONS PROJECT		10504314	12/05/2025			42,500.00
	001-001-688	OTHER COSTS/EXPENSES		10504314	12/05/2025			526.00
001	AT&T	260835	01/06/2026	12/23/2025			3,017.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	DEC 2025 BILLING		2284978000	12/14/2025			3,017.34
001	COG 7M BOND ACCT	260839	01/06/2026	12/29/2025			122,048.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDOT WIRE: FUND 130		12122025	12/12/2025			122,048.94
001	RJ YOUNG COMPANY LLC	260845	01/06/2026	12/29/2025			164.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	UNL-J9T600-01 RENTAL FEE		INV7846165	12/23/2025			164.90
001	SPARKLIGHT	260846	01/06/2026	12/29/2025			102.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JAN 2026: SFD 32212		12232025	12/19/2025			102.76
001	SPARKLIGHT	260847	01/06/2026	12/29/2025			102.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JAN 2026: NFD 35678		12232025	12/19/2025			102.76
001	SPARKLIGHT	260848	01/06/2026	12/29/2025			122.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JAN 2026: CFD 49000		12232025	12/19/2025			122.71
001	C SPIRE WIRELESS	260850	01/06/2026	12/29/2025			1,131.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-605	COUNCIL CELL PHONES		0030759348	11/30/2025			124.04
	001-021-605	CITY MGR CELL PHONE		0030759348	11/30/2025			19.56
	001-040-605	ADMIN CELL PHONE		0030759348	11/30/2025			41.69

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001	C SPIRE WIRELESS	260850	01/06/2026	12/29/2025			1,131.05	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-605	BLDG-PLNG CELL PHONES	0030759348	11/30/2025			258.52	
	001-090-698	IPAD SERVICE (3)	0030759348	11/30/2025			103.44	
	001-161-605	FIRE CELL PHONES	0030759348	11/30/2025			146.67	
	001-170-605	REC CELL PHONES	0030759348	11/30/2025			255.38	
	001-205-605	MAINT CELL PHONES	0030759348	11/30/2025			123.08	
	001-094-605	GRANT-PROJ CELL PHONES	0030759348	11/30/2025			58.67	
001	FUELMAN	260853	01/06/2026	12/29/2025			2,610.51	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP69656189	12/15/2025			33.28	
	001-100-525	UNL&DSL FUEL	NP69656189	12/15/2025			1,971.57	
	001-161-525	UNL&DSL FUEL	NP69656189	12/15/2025			331.06	
	001-170-525	UNL&DSL FUEL	NP69656189	12/15/2025			196.39	
	001-205-525	UNL FUEL	NP69656189	12/15/2025			78.21	
001	FUELMAN	260855	01/06/2026	12/29/2025			2,189.52	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP69681739	12/22/2025			115.12	
	001-100-525	UNL&DSL FUEL	NP69681739	12/22/2025			1,414.93	
	001-161-525	UNL&DSL FUEL	NP69681739	12/22/2025			417.05	
	001-170-525	UNL FUEL	NP69681739	12/22/2025			162.53	
	001-205-525	UNL&DSL FUEL	NP69681739	12/22/2025			79.89	
001	FUELMAN	260858	01/06/2026	12/29/2025			1,749.09	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP69713139	12/29/2025			51.89	
	001-092-525	UNL FUEL	NP69713139	12/29/2025			30.36	
	001-100-525	UNL&DSL FUEL	NP69713139	12/29/2025			1,323.59	
	001-161-525	DSL FUEL	NP69713139	12/29/2025			191.08	
	001-170-525	UNL FUEL	NP69713139	12/29/2025			152.17	
001	SINGING RIVER ELECTRIC COOPERATIVE	260862	01/06/2026	12/29/2025			96.21	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-633	WM PAYNE 100245001	12182025	12/26/2025			66.21	
	001-170-631	ROUNABOUT 102311004	12182025	12/26/2025			30.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	260863	01/06/2026	12/29/2025			10,674.67	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-633	STREET LIGHTING 10054	12182025	12/26/2025			7,552.46	
	001-201-633	WM PAYNE 10054-100244008	12182025	12/26/2025			60.74	
	001-092-631	CITY HALL 10054	12182025	12/26/2025			1,136.38	
	001-170-631	FRAZIER PARK 10045	12182025	12/26/2025			63.51	
	001-170-631	SENIOR BLDG 10054	12182025	12/26/2025			278.36	
	001-161-631	CENTRAL FD 10054	12182025	12/26/2025			308.26	
	001-092-631	HWY 90 & SRM SIGNS 10054	12182025	12/26/2025			106.41	
	001-170-631	CITY PARK 10054	12182025	12/26/2025			149.77	
	001-092-631	PUBLIC WORKS 10054	12182025	12/26/2025			246.58	
	001-201-629	SIGNAL LIGHTS 10054	12182025	12/26/2025			669.72	
	001-092-631	2808 HWY 90 BLDG	12182025	12/26/2025			102.48	

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001	SPARKLIGHT	260864	01/06/2026	12/29/2025			245.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	JAN 2026: BACOT 22221		12232025	12/19/2025			245.88
001	BORDIS & DANOS PLLC	260871	01/06/2026	12/30/2025			18,027.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	JAN 2026 RETAINER		151	01/05/2026			5,062.50
	001-060-602	LITIGATION: M BLUFF/GULF BRZ		151	01/05/2026			12,965.10
001	SPARKLIGHT	260875	01/06/2026	12/30/2025			176.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JAN 2026: CITY HALL 17254		01012026	12/26/2025			176.55
001	SPARKLIGHT	260877	01/06/2026	12/30/2025			114.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	JAN 2026: SR BLDG 48895		01012026	12/26/2025			114.08
001	SINGING RIVER ELECTRIC COOPERATIVE	260878	01/06/2026	12/30/2025			504.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		12152025	12/22/2025			414.03
	001-161-631	MARTIN BLUFF FD 58380001		12172025	12/23/2025			172.78
	001-161-631	CAPITAL CR REFUND: 58380001		12172025	12/23/2025			-124.74
	001-092-631	CITY LIMIT SIGN 17546		12172025	12/23/2025			42.16
001	SEYMOUR ENGINEERING PLLC	260904	01/06/2026	12/30/2025			1,720.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-603	TOWN CENTER SITE: PARCEL F		9636	12/30/2025			695.00
	001-094-603	PLAN UPDATES: SSP GRAY HOUSE		9636	12/30/2025			937.50
	001-094-603	LEGACY PLATS		9636	12/30/2025			87.50
001	REYNOLDS WHOLESALE CO	260905	01/06/2026	12/31/2025			1,162.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-510	CS TISSUE 96 ROLLS (4)		80028	12/18/2025	260339		227.80
	001-092-510	#1508 CS BMF TOWELS (8)		80028	12/18/2025	260339		223.60
	001-092-510	NABC CLEANER GAL 4CT (2)		80028	12/18/2025	260339		127.60
	001-092-510	PF LATEX GLOVES 100CT (2)		80028	12/18/2025	260339		140.00
	001-092-510	VB PAPER TOWEL 30 ROLLS (2)		80028	12/18/2025	260339		73.90
	001-092-510	409 SPRAY 32OZ 12CT		80028	12/18/2025	260339		59.88
	001-092-510	URINAL SCREEN 10CT		80028	12/18/2025	260339		23.75
	001-092-510	30X36 CAN LINER CLR 200CT		80028	12/18/2025	260339		39.95
	001-092-510	DIAL ANTI SOAP 12CT		80028	12/18/2025	260339		47.88
	001-092-510	OUR FRESH BATTERY CART 8CT		80028	12/18/2025	260339		47.60
	001-170-513	2 HR STERNO FUEL CAN (10)		80012	12/16/2025	260330		15.90
	001-170-513	FULL SZ ALUMINUM PAN (10)		80012	12/16/2025	260330		16.90
	001-170-513	HALF SZ ALUMINUM PAN (10)		80012	12/16/2025	260330		6.90
	001-170-513	10" STRYO PLATES 125CT (2)		80012	12/16/2025	260330		29.90
	001-170-513	12OZ STRYO BOWL 125CT (3)		80012	12/16/2025	260330		23.85
	001-170-513	PLASTIC FORK 100CT (2)		80012	12/16/2025	260330		7.90
	001-170-513	PLASTIC SPOON 100CT (2)		80012	12/16/2025	260330		7.90
	001-170-513	PLASTIC KNIFE 100CT		80012	12/16/2025	260330		3.95

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001	REYNOLDS WHOLESALE CO	260905	01/06/2026	12/31/2025			1,162.26	(CONTINUED)	
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	001-170-513	6" CLEAR PLASTIC PLATE 20CT (5)		80012	12/16/2025	260330		21.25	
	001-170-513	9OZ CLEAR TUMBLER 20CT (4)		80012	12/16/2025	260330		9.16	
	001-170-513	BEVERAGE NAPKIN NAVY 50CT		80012	12/16/2025	260330		1.69	
	001-170-513	CLEAR MINI TONGS (10)		80012	12/16/2025	260330		5.00	
001	ACTION PRINTING CENTER INC	260907	01/06/2026	12/31/2025			100.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	001-094-500	BUSINESS CARD (500): KING,S		6118	12/29/2025	260325		100.00	
001	HATTIESBURG COMPUTER SUPPLIES INC	260908	01/06/2026	12/31/2025			155.85		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	001-040-500	W2 FORMS (300)		9545	12/15/2025	260298		84.00	
	001-040-500	W2 ENVELOPES (200)		9545	12/15/2025	260298		52.00	
	001-040-500	SHIPPING		9545	12/15/2025	260298		19.85	
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	260910	01/06/2026	12/31/2025			35.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	001-021-559	DESK PLAQUE: MOULDS,C		2512073	12/16/2025	260331		35.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	260915	01/06/2026	12/31/2025			723.37		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	001-040-500	CS COPY PAPER 8.5X11 (10)		6049785424	12/04/2025	260296		424.90	
	001-040-500	SHARPIE ULTRA FINE TIP 12CT		6049785424	12/04/2025	260296		8.51	
	001-040-559	ROUND STAMPER W/CITY SEAL		6050285501	12/11/2025	260296		45.99	
	001-021-559	27"DELL PLUS QHD LCD MONITOR		6050950190	12/20/2025	260343		179.99	
	001-021-559	LOGITECH WEBCAM		6050950189	12/20/2025	260343		29.99	
	001-021-559	DISPLAY PORT/HDMI ADPTR CABLE		6050950188	12/20/2025	260343		33.99	
001	AMAZON CAPITAL SERVICE	260918	01/06/2026	12/31/2025			379.67		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	001-205-559	8'LED SHOP 15000LM 12PK: SHOP		1GRV1LMFCR	12/11/2025	260305		196.99	
	001-090-500	8.5X11 250CT CARDS/STOCK WHT(3)		1GRV1LMFCR	12/11/2025	260305		36.12	
	001-170-513	40LB CANOPY WEIGHT 4CT (2)		19QDV4JQC1	12/11/2025	260308		56.66	
	001-100-702	MAGNETIC MIC (2): U #53		1HVDWNR1T	12/23/2025	260340		89.90	
FUND TOTAL	1 Claims	to	Checks	39 Total	278,217.13	Manual	Held	Total	278,217.13

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved	
004	RIDGDELL BROS INC	260821	01/06/2026	12/23/2025			5,140.74		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	004-510-680	JAN 2026 LAWN MNT: SOUND		23084916	12/12/2025			3,695.83	
	004-510-699	JAN 2026 GNAT-INSECT APPL		23084919	12/12/2025			267.00	
	004-510-680	JAN 2026 CHEMICAL APP: SOUND		23084920	12/12/2025			1,177.91	
004	SPARKLIGHT	260849	01/06/2026	12/29/2025			2,580.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	004-510-699	JAN 2026: SOUND 51824		12202025	12/16/2025			2,580.00	
004	MISSISSIPPI POWER	260856	01/06/2026	12/29/2025			4,972.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	004-510-628	DEC 2025 LEASE: SOUND		0945635021	12/18/2025			4,972.00	
FUND TOTAL	4 Claims	to	Checks	3 Total	12,692.74	Manual	Held	Total	12,692.74

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	SEYMOUR ENGINEERING PLLC Account Number 130-130-763	260903	01/06/2026	12/30/2025			5,952.50	
				Description	Invoice #	Date	P.O.	
				PROJECT OVERSIGHT: MBLUFF RD	9642	12/30/2025		5,952.50
FUND TOTAL 130	Claims	to	Checks	1 Total	5,952.50 Manual		Held	Total 5,952.50

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	C SPIRE WIRELESS	260808	01/06/2026	12/22/2025			896.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-606	GPD MODEM PLAN (26)	NOV 2025	11032025	12/02/2025			896.48
FUND TOTAL	156 Claims	to	Checks	1 Total	896.48 Manual	Held	Total	896.48

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171	SEYMOUR ENGINEERING PLLC	260880	01/06/2026	12/30/2025			5,550.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-762	ENG DESIGN 100%: SP BATH HSE		9640	12/30/2025		2,500.00	
	171-176-762	BIDDING 50%: SP BATH HSE		9640	12/30/2025		3,050.00	
FUND TOTAL 171 Claims	to	Checks	1 Total	5,550.00	Manual	Held	Total	5,550.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY Account Number 172-350-650	260874	01/06/2026	12/30/2025			1,645.23	
					Invoice #	Date	P.O.	
					12222025	12/22/2025		1,645.23
FUND TOTAL 172	Claims to	Checks	1 Total	1,645.23	Manual		Held	Total 1,645.23

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AT&T	260799	01/06/2026	12/22/2025			180.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MTHLY SERV 2 LINES		2284972244	12/14/2025			180.70
176	SPARKLIGHT	260806	01/06/2026	12/22/2025			230.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	JAN 2026: SSP 50016		12202025	12/16/0025			230.44
176	AD2 INC	260824	01/06/2026	12/23/2025			742.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	SHOPPING CART: FEE INC		4198	11/15/2025			20.00
	176-170-699	HOSTING FEE DEC 2025		4205	12/15/2025			52.20
	176-170-699	SHOPPING CART		4205	12/15/2025			320.00
	176-170-699	WEBSITE MAINT 11/15-12/14/25		4205	12/15/2025			350.00
176	FOSTERS A/C & HEATING INC	260826	01/06/2026	12/23/2025			167.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	ESA RENEWAL/CLNG: ENT BLDG		P1182560	12/08/2025			167.50
176	C SPIRE WIRELESS	260851	01/06/2026	12/29/2025			53.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	11/30/2025			53.08
176	SPARKLIGHT	260865	01/06/2026	12/29/2025			132.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	JAN 2026: SSP 50008		12232025	12/19/2025			132.75
176	OFFICE DEPOT 1104	260911	01/06/2026	12/31/2025			155.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	8.5X11 2026 MTHLY PLANNER (5)		4480858180	12/05/2025	260303		129.15
	176-170-559	DISCOUNT		4480858180	12/05/2025	260303		-1.29
	176-170-559	4X6 2026 MONTHLY PLANNER (6)		4449181460	11/21/2025	260252		92.58
	176-170-559	ATG 24X36 2026 YRLY WALL CALEN		4449181460	11/21/2025	260252		27.75
	176-170-559	DISCOUNT		4449181460	11/21/2025	260252		-1.20
	176-170-559	4X6 2026 MONTHLY PLANNER (6)		4509789620	12/22/2025	260252		-92.58
	176-170-559	DISCOUNT		4509789620	12/22/2025	260252		.92
FUND TOTAL 176 Claims to		Checks	7 Total	1,662.00	Manual	Held	Total	1,662.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
255	THE PEOPLES BANK	260833	01/06/2026	12/23/2025			18,357.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	255-680-813	INT: GO REF BOND S2020		3322	11/07/2025			18,357.50
FUND TOTAL	255 Claims	to	Checks	1 Total	18,357.50	Manual	Held	Total 18,357.50

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
311	SEYMOUR ENGINEERING PLLC Account Number 311-300-762	260881	01/06/2026	12/30/2025			13,000.00	
		Description		Invoice #	Date	P.O.	Amount	
		ENG DESIGN 60%		9641	12/30/2025			13,000.00
FUND TOTAL 311 Claims to		Checks	1 Total	13,000.00	Manual		Held	Total 13,000.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
314	SEYMOUR ENGINEERING PLLC Account Number 314-301-762	260882	01/06/2026	12/30/2025			11,250.00	
		Description		Invoice #	Date	P.O.	Amount	
		TO 1 PROJ ADM/MGT: CSX PROJ		9643	12/30/2025			11,250.00
FUND TOTAL 314 Claims	to	Checks	1 Total	11,250.00	Manual		Held	Total 11,250.00

Docket of Claims
 Release date from 01/06/2026 thru 01/06/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
362	COG DEPOSITORY ACCOUNT Account Number 362-000-104	260837	01/06/2026	12/29/2025			3,250.00	
		Description		Invoice #	Date	P.O.	Amount	
		TR MDMR WIRE: FUND 171		12192025	12/19/2025			3,250.00
362	SEYMOUR ENGINEERING PLLC Account Number 362-600-763 362-600-763	260883	01/06/2026	12/30/2025			9,902.50	
		Description		Invoice #	Date	P.O.	Amount	
		CONST ADMIN 95%: HH DRNG		9637	12/30/2025			3,275.00
		RES PROJ REP 95%: HH DRNG		9637	12/30/2025			6,627.50
FUND TOTAL 362 Claims to		Checks	2 Total	13,152.50	Manual		Held	Total 13,152.50

Docket of Claims
Release date from 01/06/2026 thru 01/06/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
363	SEYMOUR ENGINEERING PLLC	260901	01/06/2026	12/30/2025			30,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	363-726-762	MDEQ PERMITTING 50%		9639	12/30/2025			6,000.00
	363-726-762	ENG DESIGN/BIDDING 50%		9639	12/30/2025			24,000.00
FUND TOTAL 363	Claims	Checks	1	Total	30,000.00	Manual	Held	Total 30,000.00

Docket of Claims
 Release date from 01/06/2026 thru 01/06/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
364	SEYMOUR ENGINEERING PLLC Account Number 364-724-762	260902	01/06/2026	12/30/2025			10,540.00	
		Description		Invoice #	Date	P.O.	Amount	
		TOPO SURVEY 50%		9638	12/30/2025			10,540.00
FUND TOTAL 364 Claims	to	Checks	1 Total	10,540.00	Manual	Held	Total	10,540.00

Docket of Claims
Release date from 01/06/2026 thru 01/06/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	260800	01/06/2026	12/22/2025			84.18	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-605	MONTHLY SERVICES	2284972276	12/06/2025			84.18	
400	SPARKLIGHT	260807	01/06/2026	12/22/2025			207.88	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-698	JAN 2026: 44399	12162025	12/12/2025			207.88	
400	AGJ SYSTEMS & NETWORKS INC	260812	01/06/2026	12/23/2025			2,324.10	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-092-606	JAN 2026: MSP COMP/ENDEPT DET	MSP-127993	01/01/2026			1,861.50	
	400-092-606	JAN 2026: MS365 E-73; B-32	128076	01/01/2026			259.65	
	400-092-606	JAN 2026: LITIGATN HOLD (17)	128076	01/01/2026			22.95	
	400-092-606	JAN 2026: BACKUP SERVER (2)	128097	01/01/2026			180.00	
400	DELTA COMPUTER SYSTEMS INC	260815	01/06/2026	12/23/2025			259.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-092-606	JAN 2026 ACCT SW MNT 50%	DHLMN19889	12/15/2025			259.70	
400	2018-2019 BOND DEBT SERVICE FUND	260827	01/06/2026	12/23/2025			23,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-900-950	JAN 2026: 2018 BOND DS	01012026	01/01/2026			23,000.00	
400	2018-2019 BOND DEBT SERVICE FUND	260828	01/06/2026	12/23/2025			32,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-900-950	JAN 2026: 2019 BOND DS	01012026	01/01/2026			32,000.00	
400	COG DEPOSITORY ACCOUNT	260829	01/06/2026	12/23/2025			35,549.66	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-680-822	ST LNS #4 90/57 WTR	12092025	12/09/2025			10,948.67	
	400-680-822	ST LNS #4 90/57 SWR	12092025	12/09/2025			9,019.22	
	400-680-823	ST LNS #5 ALLEN RD	12092025	12/09/2025			2,149.95	
	400-680-824	ST LNS #6 OLD SPAN TR	12092025	12/09/2025			3,765.83	
	400-680-825	ST LNS #7 OLD SPAN TR	12092025	12/09/2025			9,665.99	
400	JACKSON COUNTY UTILITY AUTHORITY	260830	01/06/2026	12/23/2025			269,116.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-668	JAN 2026 WASTEWATER TRMT	3274	01/01/2026			269,116.00	
400	AT&T	260831	01/06/2026	12/23/2025			129.22	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-605	MONTHLY SERVICE	2284975234	12/14/2025			129.22	
400	MICRO METHODS INC	260832	01/06/2026	12/23/2025			460.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-698	COLIFORM(1): TANK-LARK DR	2512275186	12/12/2025			100.00	
	400-651-698	COLIFORM(4): E VILLAGE AREA	2512407186	12/19/2025			190.00	
	400-651-698	COLIFORM(1): COLLEGE CIRCLE	2512427186	12/19/2025			100.00	
	400-651-698	TSS MONTHLY SAMPLE	2512472186	12/29/2025			70.00	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	260836	01/06/2026	12/23/2025			2,011.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-092-605	DEC 2025 BILLING		2284978000	12/14/2025			2,011.57
400	COGENT STRATEGIES LLC	260838	01/06/2026	12/29/2025			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 12/06/25-01/05/26		4145	12/28/2025			7,500.00
400	COG DEPOSITORY ACCOUNT	260840	01/06/2026	12/29/2025			896.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TR CLAIM PMT: FUND 176		12222025	12/22/2025			896.13
400	C SPIRE WIRELESS	260852	01/06/2026	12/29/2025			575.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-001-605	COUNCIL CELL PHONES		0030759348	11/30/2025			186.06
	400-021-605	CITY MGR CELL PHONE		0030759348	11/30/2025			29.33
	400-040-605	ADMIN CELL PHONE		0030759348	11/30/2025			41.68
	400-205-605	MAINT CELL PHONES		0030759348	11/30/2025			30.78
	400-094-605	GRANT-PROJ CELL PHONES		0030759348	11/30/2025			88.00
	400-650-605	CELL PHONES (4)		0030759348	11/30/2025			199.75
400	FUELMAN	260854	01/06/2026	12/29/2025			213.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP69656189	12/15/2025			213.14
400	FUELMAN	260857	01/06/2026	12/29/2025			109.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP69681739	12/22/2025			109.48
400	FUELMAN	260859	01/06/2026	12/29/2025			66.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP69713139	12/29/2025			66.27
400	SINGING RIVER ELECTRIC COOPERATIVE	260866	01/06/2026	12/29/2025			7,266.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17881		12172025	12/23/2025			2,449.89
	400-651-631	WATER WELLS 17881		12172025	12/23/2025			3,671.27
	400-651-631	SCHOONER WELL 20688		12122025	12/18/2025			856.24
	400-651-631	LIFT STNS 20688		12122025	12/18/2025			288.76
400	SINGING RIVER ELECTRIC COOPERATIVE	260867	01/06/2026	12/29/2025			6,803.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		12182025	12/26/2025			207.83
	400-651-631	WATER WELLS 17882		12182025	12/26/2025			3,564.91
	400-651-631	CITY HALL SOUTH 17882		12182025	12/26/2025			1,509.28
	400-651-631	LIFT STNS 17882		12182025	12/26/2025			1,521.49

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	BORDIS & DANOS PLLC	260872	01/06/2026	12/30/2025			5,062.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-060-602	JAN 2026 RETAINER		151	01/05/2026			5,062.50
400	ANSER	260876	01/06/2026	12/30/2025			769.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE: 12/17-01/13/26		277-121725	12/17/2025			685.00
	400-650-698	PAPER INVOICE FEE		277-121725	12/17/2025			5.00
	400-650-698	HOLIDAY CHG: DEC 2025		277-121725	12/17/2025			20.00
	400-650-698	488 AGENT MNTS: 11/19-12/16		277-121725	12/17/2025			59.97
400	SINGING RIVER ELECTRIC COOPERATIVE	260879	01/06/2026	12/30/2025			1,049.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER-WTR TNK 109812001		12152025	12/22/2025			31.43
	400-651-631	LIFT STNS 20649		12152025	12/22/2025			805.74
	400-651-631	LIFT STNS 28779		12152025	12/22/2025			95.87
	400-651-631	LIFT STNS 89627001		12172025	12/23/2025			86.35
	400-651-631	LIFT STNS 89702001		12172025	12/23/2025			30.00
400	REYNOLDS WHOLESALE CO	260906	01/06/2026	12/31/2025			282.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-510	#275GN TISSUE 96 ROLLS		79989	12/11/2025	260318		56.95
	400-650-510	#1508 CS MFB TOWELS		79989	12/11/2025	260318		27.95
	400-650-510	NABC CLEANER 1/2 GAL (4)		79989	12/11/2025	260318		31.90
	400-650-510	CS 32OZ WINDEX SPRAY		79989	12/11/2025	260318		42.32
	400-650-510	FUSION TIME MIST 12CT		79989	12/11/2025	260318		69.00
	400-650-510	16OZ COTTON QUICK MOP HEAD		79989	12/11/2025	260318		6.50
	400-650-510	OURFRESH BTRY CART (8)		79989	12/11/2025	260318		47.60
400	SOUTHERN PIPE & SUPPLY CO INC	260909	01/06/2026	12/31/2025			2,961.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4 NL BRS CPL CTS GJXGJ (25)		1057620200	12/15/2025	260312		834.75
	400-651-581	2X3 STD BRS NIPPLE (14)		1057620200	12/15/2025	260312		214.48
	400-651-581	1"S40 PVC SXS BALL VALVE (3)		1057620200	12/15/2025	260312		14.25
	400-651-581	3/4 THRD BALL VALVE (10)		1057620200	12/15/2025	260312		250.90
	400-651-581	3/4X5/8X3/4 5/8 MTR LOCK(10)		1057620200	12/15/2025	260312		901.50
	400-651-581	3/4 BRS ADPT MIPXCTS GJ (10)		1057620200	12/15/2025	260312		274.20
	400-651-581	1X2-5/8 BRS METER CPL (10)		1057620200	12/15/2025	260312		118.80
	400-651-581	BLUE MARKING PAINT (36)		1057620200	12/15/2025	260312		227.52
	400-651-581	WHITE MARKING PAINT (12)		1057620200	12/15/2025	260312		74.16
	400-651-581	2 150 GLV MALL THRD 90ELB(6)		1057620200	12/15/2025	260312		50.52
400	CONSOLIDATED PIPE & SUPPLY	260912	01/06/2026	12/31/2025			3,109.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	1.5 CTS BL HDPE WTR TUBE 100'		MS03714470	12/15/2025	260314		125.00
	400-651-581	1X3/4 708YS22 BRS WYE (9)		MS03714359	12/10/2025	260248		567.00
	400-651-581	1" IPSXCTS BRS CPL 22X44(10)		MS03714359	12/10/2025	260248		640.00
	400-651-581	3/4X5/8X3/4 CTS CURB STP(13)		MS03714628	12/22/2025	260248		1,105.00
	400-651-581	1X3/4 CTS 74760G BRS TEE (8)		MS03714628	12/22/2025	260248		672.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CENTRAL PIPE SUPPLY-JACKSON	260913	01/06/2026	12/31/2025			3,330.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	HYMAX COUPLING 8X10.8 (7)		435690.001	12/10/2025	260313		3,045.63
	400-651-583	GREEN MARKING PAINT (36)		435690.001	12/10/2025	260313		284.76
400	SHEPPARD SERVICES LLC	260914	01/06/2026	12/31/2025			6,376.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	LABOR: REBUILD PUMP MOTOR		RI-4853	12/19/2025	260083		4,450.00
	400-651-584	MATERIALS: QUOTE # RQ4986		RI-4853	12/19/2025	260083		1,926.00
400	CITY ELECTRIC SUPPLY CO	260916	01/06/2026	12/31/2025			623.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	KNACKER LOOSE(12): GRVLN LS		PAS/106315	12/15/2025	260328		205.92
	400-651-584	3POLE SPLCR/REDCR(2):GRVLN LS		PAS/106315	12/15/2025	260328		68.26
	400-651-584	2AWG CU SPLIT BOLT(6):GRVLN LS		PAS/106315	12/15/2025	260328		42.12
	400-651-583	30A 120/240 2P MINT C-BRKR(2)		PAS/106314	12/15/2025	260327		153.90
	400-651-583	OL RELAY 12-18A W/MCG-9 (2)		PAS/106314	12/15/2025	260327		67.32
	400-651-583	18A 3P 1NO1NC AUX 120V-COIL(2)		PAS/106314	12/15/2025	260327		86.12
400	QUALITY TREE AND DEBRIS LLC	260917	01/06/2026	12/31/2025			1,400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	REMV WATER OAK(2): RUE GENTLY		12142025	12/14/2025	260309		1,400.00
400	MISSION COMMUNICATIONS LLC	260919	01/06/2026	12/31/2025			271.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	TRANSDUCER: HWY 57 WELL		2016406	12/05/2025	260113		259.17
	400-651-581	FREIGHT		2016406	12/05/2025	260113		12.62
FUND TOTAL 400 Claims to		Checks	30 Total	413,808.58	Manual	Held	Total	413,808.58

Docket of Claims
 Release date from 01/06/2026 thru 01/06/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	BORDIS & DANOS PLLC Account Number 404-060-602	260873	01/06/2026	12/30/2025			1,125.00	
				Description JAN 2026 RETAINER	Invoice # 151	Date 01/05/2026	P.O.	1,125.00
FUND TOTAL 404 Claims to		Checks	1 Total	1,125.00	Manual		Held	Total 1,125.00

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	39 Total	278,217.13 Manual	Held	Total	278,217.13
FUND 4	Claims	to	Checks	3 Total	12,692.74 Manual	Held	Total	12,692.74
FUND 130	Claims	to	Checks	1 Total	5,952.50 Manual	Held	Total	5,952.50
FUND 156	Claims	to	Checks	1 Total	896.48 Manual	Held	Total	896.48
FUND 171	Claims	to	Checks	1 Total	5,550.00 Manual	Held	Total	5,550.00
FUND 172	Claims	to	Checks	1 Total	1,645.23 Manual	Held	Total	1,645.23
FUND 176	Claims	to	Checks	7 Total	1,662.00 Manual	Held	Total	1,662.00
FUND 255	Claims	to	Checks	1 Total	18,357.50 Manual	Held	Total	18,357.50
FUND 311	Claims	to	Checks	1 Total	13,000.00 Manual	Held	Total	13,000.00
FUND 314	Claims	to	Checks	1 Total	11,250.00 Manual	Held	Total	11,250.00
FUND 362	Claims	to	Checks	2 Total	13,152.50 Manual	Held	Total	13,152.50
FUND 363	Claims	to	Checks	1 Total	30,000.00 Manual	Held	Total	30,000.00
FUND 364	Claims	to	Checks	1 Total	10,540.00 Manual	Held	Total	10,540.00
FUND 400	Claims	to	Checks	30 Total	413,808.58 Manual	Held	Total	413,808.58
FUND 404	Claims	to	Checks	1 Total	1,125.00 Manual	Held	Total	1,125.00
Total for all Funds			Checks	91 Total	817,849.66 Manual	Held	Total	817,849.66

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Councilman Jackson made the motion to approve consent agenda items 1-3, 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 003-2026

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-3 are hereby approved.

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

Motion was made by **Councilman Jackson**, 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

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 January 6, 2026.

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

ORDER NUMBER 004-2026

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 December 16, 2025 and the Special Call Meeting held December 23, 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 Jackson**, 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

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 January 6, 2026.

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

RESOLUTION APPROVING SPONSORSHIP FROM GAUTIER MEN’S CLUB FOR THE ANNUAL MARDI GRAS PARADE TO BE HELD ON FEBRUARY 7, 2026

RESOLUTION NUMBER 222-2026

WHEREAS, the Gautier Men’s Club has requested that the City sponsor its annual Mardi Gras Parade to be held on February 7, 2026; and

WHEREAS, the sponsorship costs \$700.00, in addition to provision of certain city services; and

WHEREAS, in addition to monetary consideration, the sponsorship includes the following:

- Advertising of the event on the City’s electronic signs
- Provision of traffic control night of the parade
- Police participation in parade as in past years
- Firefighters and Fire Truck participation in parade
- Barricade set up and take down
 - Four-night light plants
- Street and street apron clean-up after parade
 - Portalets

WHEREAS, in exchange for this sponsorship, the City receives advertisement of its resources, and the Gautier Police and Fire Departments are permitted to participate in the parade; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier find that this sponsorship brings into favorable notice the opportunities, possibilities and resources of the City of Gautier; and

WHEREAS, the Mayor and Members of the Council have determined that sponsorship of this event is helpful toward advancing the moral, financial and other interests of the City of Gautier; and

BE IT THEREFORE RESOLVED, by the Mayor and Members of the Council that sponsorship, as described above, of the Gautier Men’s Club’s Annual Mardi Gras Parade is hereby authorized and approved.

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

Motion was made by **Councilman Jackson**, seconded by **Councilman Fuller**, 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 January 6, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos A. Moulds, City Manager
From: Chassity Bilbo, Assistant City Manager- Director of Parks and Recreation
Date: December 29, 2025
Subject: 2026 Gautier Mardi Gras Parade Request

REQUEST:

The Recreation Department requests City Council approval of in-kind services and a sponsorship request from the Gautier Men's Club in the amount of \$700.00 for the Annual Gautier Mardi Gras Parade.

BACKGROUND:

The Gautier Men's Club's Annual Mardi Gras Parade will be held on Saturday, February 7th at 7:00 p.m. The City has historically provided logistical services and financial support as well as traffic control and security for this event.

The Mardi Gras Parade organizers have submitted a request for in-kind services and sponsorship of the Annual Gautier Men's club Mardi Gras Parade. Municipalities may set aside appropriate and expend money, not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of such municipality.

DISCUSSION:

Gautier Men's Club has requested that the city sponsor the event by providing in-kind services and sponsorship, including but not limited to the following:

- | | |
|--|--|
| 1. Advertising of the event on the City's electronic signs | 5. Barricade set up and take down |
| 2. Provision of traffic control night of the parade | 6. Four-night light plants |
| 3. Police participation in parade as in past years | 7. Street and street apron clean-up after parade |
| 4. Firefighters and Fire Truck participation in parade | 8. \$700 sponsorship |
| | 9. Portalets |

RECOMMENDATION:

The Recreation Department recommends that City Council authorize in-kind services and a sponsorship request from the Gautier Men's Club in the amount of \$700.00 for the Annual Gautier Mardi Gras Parade as the City has determined that this event is an economic tool that brings into favorable notices the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

- 1) Approve the in-kind services and a sponsorship request from the Gautier Men's Club in the amount of \$700, or
- 2) Not approve the in-kind services and a sponsorship request from the Gautier Men's Club in the amount of \$700.

ATTACHMENT(S):

Special Event Application/In-kind Request



CITY OF GAUTIER APPLICATION FOR SPECIAL EVENT PERMIT

Submit This Form with all required documents to the City Clerk Office at least 60 days prior to requested event

Date of Application: 12.27.25

Summary of Event: Gautier Men's Club Mardi Gras Parade

Event Title: Gautier Men's Club Mardi Gras Parade

Event Description: *Attach a detailed map of the proposed event layout, parking plan, tent location, etc. YOU MUST ACCURATELY DESCRIBE THE ENTIRETY OF YOUR EVENT. ONLY THE DESCRIPTION LISTED WILL BE CONSIDERED FOR APPROVAL AND NOTHING OUTSIDE OF THE DESCRIPTION WILL BE ALLOWED.*

GMC Mardi Gras Night Parade - Route: 1. Start at Roundabout heading West on William Payn Adams Blvd, 2. Turn South (Left) onto Beasley Rd, 3. Turn East (Left) onto North side of Hwy 90W, 4. Turn North (Left) onto Dolphin Dr., 5. Turn East (Right) at south side of roundabout and continue on Dolphin Drive, 6. Turn South (Right) onto Gautier-Vancleave Rd., 7. Turn West (Right) onto North side of Hwy 90W, 8. Turn North (Right) onto Dolphin Dr., and follow Dolphin Dr North around the North East side of Roundabout back to William Payn Adams Blvd to the end of parade.

Event Start Date: 02.07.2026 Event End Date: 02.07.2026

Event Start Time: 19:00 Event End Time: 22:00

Location: Figure 8 around Lowe's and Old Singing River Mall complex

Location Description:

Map of route is on the flyer attached to email.

Individual Making Application for Organization:

Name: Ray Lowry Phone (Home): (228) 224 - 7315

Address: 6162 Juniper Dr. Phone (Work): () -

City: Vancleave State: MS Zip Code: 39565 - 8805

Position with Organization: Vice President & GMC Parade Chairman

Individual(s) Responsible for keeping order and maintenance:

Name: N/A Phone (H): () - (W) () -

Name: N/A Phone (W): () - (W) () -

Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

Applicant Information:

Organization:

Name: Gautier Men's Club Phone: (228) 207-4307

Address: 3501 Shamrock Ct. (P.O. Box 185), Gautier, MS 39553

City State Zip

Type of Organization: Civic Profit: Non-Profit Federal ID# _____ (must attach copy of non-profit status) (Religious, Civic, Social, Etc.)

Event Cleanup

If the event is on public property, it shall be the responsibility of the applicant to clean up all trash after the event and return the property to its state prior to the event. Depending on the size of the event, dumpsters may be required. *Cleanup deposit will be required based on the type of event.*

Marketing and Public Relations

Will this event be marketed, promoted or advertised in any manner? XXX Yes, if yes, attach flyer and list where the if will be advertised _____ No

Sent as Separate attachment to email with this application.

Event Questionnaire

Is the event location a public parking lot, public park, or public space? XXXX Yes _____ No

Will there be a fee charged for this event? XXXX Yes, if so, how much _____ No

Will there be alcohol? _____ Yes XXXX No

Will there be food trucks or vendors? _____ Yes, if so, how many _____ XXXX No

Will there be volunteers working the event? XXXX Yes, if so, how many 2-4 _____ No

Will there be live music or a DJ? _____ Yes, if so, list the DJ or band name _____

Will there be cooking or grilling on site that's not a licensed food truck? _____ Yes XXXX No

Will there be inflatable bounce houses/ games at the event? _____ Yes, if so, list the quantity and type XXXX No

Anticipated Attendance Total: 500+ Anticipated Participants Total: 20-30 Floats

Road Closure Information: Per Parade map approved by GPD

Attach a detailed map of the proposed route if requesting a street closure for the event, attach a list of the adjacent business owners

Insurance

Events held on city property will require a certificate of insurance. The certificate of insurance must be submitted to City Hall at least 2weeks prior to your event. The minimum policy amount must be \$1M per occurrence with a \$2M aggregate. The City of Gautier must be listed as an additional insured. (City of Gautier 3330 Hwy 90 Gautier, MS 39553)

Security

Gautier Police and Fire Department will review the details in this application and determine the need for security and public safety plan is needed. I understand that if Gautier Police and Fire Dept. determines that the event will need security/ public safety plan, it will be the responsibility of the host organization to cover the cost.

Affidavit of Applicant

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event under the City of Gautier Special Event Application. I understand that this application is made subject to the rules and regulations established by City policy. Applicant agrees to comply with all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. I also understand that any deviation from this special event application will result in the special event application being revoked and the event canceled. I agree to pay all sales tax associated with this event. The City shall not be liable for the payment of such taxes. I further agree that the payment of any such taxes shall not reduce any consideration paid to the City pursuant to this special event application permit. I agree to abide by these rules and further certify that I, on behalf of the Host Organization, am also authorized to commit to that organization, and therefore agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the Event to the City of Gautier.

Name of Applicant/Host Organization: Steven R. Lowry /Gautier Men's Club Title: Vice President/Parade Chair

Applicant's Signature: Steven R. Lowry Print
Digitally signed by Steven R. Lowry
Date: 2025.12.27 20:27:09 -06'00' Date: 12.27.2025

FOR OFFICE USE ONLY

Date Rec' d: _____ Received By: _____

Event has been: Approved: _____ Disapproved: _____

Approval/Disapproval Authority _____ Date: _____

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

ORDER NUMBER 005-2026

WHEREAS, the Grants and Projects Department requests that City Council designate the Chief LPA Official for the City's MDOT projects to Carlos Moulds, City Manager; and

WHEREAS, due to the City's recent City Manager appointment, it is necessary to change the designation of Chief LPA Official from Chassity Bilbo, interim City Manager to Carlos Moulds, City Manager; and

WHEREAS, signatures from the Chief LPA Official are required for selecting consultants, project director for overseeing projects, and for signing final construction estimates; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the designation of Carlos Moulds, City Manager, as the Chief LPA Official for the City's MDOT projects is hereby approved.

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

Motion was made by **Councilman Jackson**, 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

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 January 6, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Samuel King, Grants & Projects Manager
Date: December 22, 2025
Subject: Authorization of Change of Chief LPA Official on MDOT Projects

REQUEST:

The Grants and Projects Department requests that City Council designate changing the Chief LPA Official for the City's MDOT projects from the Interim City Manager, Chassity Bilbo, to Carlos Moulds, City Manager.

BACKGROUND:

Mississippi Department of Transportation (MDOT), the "Chief LPA" signature requirements vary by document, but generally, the Chief LPA Official or Project Director must sign documents on LPA letterhead, and the Project Director or Project Manager must sign project estimates. Key signatures include the Chief Official for selecting consultants, the Project Director for overseeing projects, and the Project Director/Manager and other authorized personnel for signing final construction estimates.

DISCUSSION:

The new designation must be made due to the newly appointed City Manager. Changing the designation from the Interim City Manager, Chassity Bilbo, to Carlos Moulds, Gautier City Manager, for the City's MDOT projects.

RECOMMENDATION:

The city staff recommends that Carlos Moulds, City Manager, be designated as the Chief LPA Official for the City's MDOT projects as of the date of this meeting.

ATTACHMENT(S):

N/A

Councilman Jackson made the motion to Recess until January 20, 2026, at 6:30pm.
Councilwoman Jamison seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier,
Mississippi, at the meeting of January 20, 2026.

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

Council Meeting: January 20, 2026
Title: Receive December 2025 Privilege License Reports

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

Summary Explanation: Receive December 2025 Privilege License Reports.

EXHIBITS FOR REVIEW

Resolution	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Contract	<input type="checkbox"/>
Minutes	<input type="checkbox"/>
Plan Maps	<input type="checkbox"/>
Order	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:													
Vaughan	<input type="checkbox"/>	Minor	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Jamison	<input type="checkbox"/>	Fuller	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Second Made by:													
Vaughan	<input type="checkbox"/>	Minor	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Jamison	<input type="checkbox"/>	Fuller	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
At Large	Minor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 1	George	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2	Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3	Jamison	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4	Fuller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 5	Elbin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Action Taken:

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

ORDER NUMBER 000-2026

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 December 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 January 20, 2026.

City of Gautier			
Business Registry			
Dec-25			
<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
2026-12-0009396	BML Auto Service	\$20.00	Current
2026-12-0009397	MS Mosquito Control	\$30.00	Current
2025-01-0009398	Happy Noodle	\$26.40	Delinquent
2026-01-0009399	Happy Noodle	\$24.00	Delinquent
2026-12-0009400	Mitchell Towing Service, Inc.	\$30.00	Current
2026-12-0009401	Personal Care Services Midsouth	\$40.00	New Business
2026-12-0009402	Evapes, LLC	\$20.00	Current
2026-11-0009403	Davison's Roll Up	\$22.00	Delinquent
2026-10-0009404	Firestone of Gautier	\$22.20	Delinquent
2026-12-0009405	DC School of Music	\$20.00	Current
2026-10-0009406	Phillip Thomas	\$22.20	Delinquent
2026-12-0009407	Auntie the Bond Lady	\$20.00	New Business
2026-12-0009408	Beacon Insurance Services, Inc.	\$20.00	Current
2026-11-0009409	Hwy 90 Pawn & Gun Inc.	\$550.00	Delinquent
2026-12-0009410	Heart & Soul Dining	\$20.00	Current
2026-12-0009411	Sarah Bragg Real Estate	\$20.00	Current
2026-12-0009412	Vulcan Construction Materials	\$200.00	Current
2026-12-0009413	Allen Beverages, Inc.	\$30.00	Current
2026-12-0009414	Advance Auto Parts #1403	\$92.50	Current
2026-12-0009415	Belle Valoure Couture	\$20.00	Current
2026-11-0009416	SCB Enterprises, LLC	\$24.40	Delinquent
2026-11-0009417	SCB Enterprises, LLC	\$22.00	Delinquent
2026-11-0009418	Crystal Visions Media	\$22.00	Delinquent
2026-12-0009419	Greenacres	\$20.00	Current
2026-12-0009420	Dodge Store #685	\$82.50	Current
	TOTAL:		
	New Business	2	
	Transient Vendor	0	
	Closed Business	0	
	Delinquent Renewal Issued	9	
	Current	14	

New Business December 2025			
Business Name	Business Address	Business Phone	Business Description
Personal Care Services Midsouth	2012 Hwy 90 Suite 3	901-504-9019	Home Care Services
Auntie the Bond Lady	2012 Hwy 90 Suite 9	228-297-6862	Bail Bondsman

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

Council Meeting: January 20, 2026
Title: Approval of water and sewer adjustments for January 2026 in the amount of \$27,732.99

Introduced by:
Contact Person/Telephone Ramona Morgan 497- 8000

Summary Explanation: Approval of water and sewer adjustments for January 2026 in the amount of \$27,732.99

EXHIBITS FOR REVIEW

Resolution	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Contract	<input type="checkbox"/>
Minutes	<input type="checkbox"/>
Plan Maps	<input type="checkbox"/>
Order	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	<input type="checkbox"/>	Minor	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Jamison	<input type="checkbox"/>	Fuller	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Second Made by:													
Vaughan	<input type="checkbox"/>	Minor	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Jamison	<input type="checkbox"/>	Fuller	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
At Large	Minor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 1	George	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2	Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3	Jamison	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4	Fuller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 5	Elbin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Action Taken:

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

ORDER NUMBER 000-2026

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 January 2026 in the amount of \$27,732.99 is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 20, 2026.

JANUARY 2026 UTILITY ADJUSTMENTS
THESE FOLLOW POLICY/ RECOMMEND APPROVAL

CUSTOMER NAME	ACCT #	100	400	195	130	800	ADJ	REASON FOR
		WATER	SEWER	L/C	CAPACITY	TAX		ADJUSTMENT
	001-19301-006	842.75	1,178.92	70.00			2,091.67	Theft
	003-03101-000	104.88	209.15				314.03	Outside Spigot
	003-33301-000		238.18	70.00			308.18	Pool Fill
	003-34901-001	186.33	444.91				631.24	Line in yard
	011-21201-000		558.23				558.23	Line in yard
	015-17601-002		240.52				240.52	Pool Fill
	015-21401-007	523.98	732.99	70.00			1,326.97	Theft
	015-22701-001	161.12	290.36	105.00			556.48	Line in yard
	016-32401-000		39.01				39.01	Line in yard
	017-14401-000	136.73	228.28	35.00			400.01	Behind Walls
	020-05701-002	80.81	124.76	70.00			275.57	Line in yard
	020-56001-007	661.12	1,333.80	210.00			2,204.92	Line in yard
	023-01201-001		22.91	35.00			57.91	Outside Spigot
	029-10301-005	833.35	2,208.95	105.00			3,147.30	Line in yard
	031-10801-001	198.65	474.00	105.00			777.65	Water heater
	039-15201-004	685.14	1,823.18	35.00			2,543.32	Line in yard
	041-13501-000	228.87	499.43	105.00			833.30	Line in yard
	044-08101-006		376.04				376.04	Pool Fill
	056-03201-000		127.40	105.00			232.40	Pool Fill
	056-04701-001		161.29				161.29	sod
	059-02601-000	309.95	734.79	140.00			1,184.74	Line in yard
	089-14601-009	316.73	809.76	105.00			1,231.49	Behind Walls
	095-06801-002	97.15	248.61	35.00			380.76	Line in yard
	095-07901-000	1,298.30	1,816.18				3,114.48	Line in yard
	095-10201-003	177.18					177.18	Theft
	095-11901-001	76.54	136.46	70.00			283.00	Water heater
	098-02301-000	119.62	250.27				369.89	Behind Walls
	103-26301-000	87.77	164.61	70.00			322.38	Behind Walls
	122-10601-001	416.33	1,159.94		450.00	60.64	2,086.91	Behind Walls
	139-14501-000		110.69				110.69	Pressure Washing
	139-17401-002		353.24	35.00			388.24	Line in yard
	139-48201-002		476.42				476.42	Line in yard
	139-48251-003	140.60	355.17	35.00			530.77	Line in yard
	TOTAL	7,683.90	17,928.45	1,610.00	450.00	60.64	27,732.99	

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

Council Meeting:
Title:

**January 20, 2026
Authorization to accept a monetary donation from
Bollinger Shipyards for the City of Gautier's Youth
Football and Cheer League**

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Authorization to accept a monetary donation from Bollinger Shipyards for the City of Gautier's Youth Football and Cheer League in the amount of \$1,500.

EXHIBITS FOR REVIEW

Resolution	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Contract	<input type="checkbox"/>
Minutes	<input type="checkbox"/>
Plan Maps	<input type="checkbox"/>
Order	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:													
Vaughan	<input type="checkbox"/>	Minor	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Jamison	<input type="checkbox"/>	Fuller	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Second Made by:													
Vaughan	<input type="checkbox"/>	Minor	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Jamison	<input type="checkbox"/>	Fuller	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
At Large	Minor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 1	George	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2	Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3	Jamison	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4	Fuller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 5	Elbin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the City of Gautier manages the Gautier Youth Football and Cheer League; and

WHEREAS, in an effort to grow and promote the league, the Athletics Manager is seeking sponsors for the league; and

WHEREAS, Bollinger Shipyards has offered a monetary donation to the City, in the amount of \$1,500, for the purpose of promoting the league; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the monetary donation from Bollinger Shipyards, in the amount of \$1,500, for the City of Gautier's Youth Football and Cheer League is hereby approved and accepted.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 20, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kaleigh Morgan
Date: 01/09/2026
Subject: Approval to accept a monetary donation for The City of Gautier's Youth Football and Cheer League

REQUEST:

The Recreation Department is seeking authorization from City Council to accept the following monetary donation for the City of Gautier's Youth Football and Cheer League.

BACKGROUND:

The City of Gautier has received a monetary donation from Bollinger Shipyards for Gautier Youth Football and Cheer League to be used for supplies and equipment in support of the league.

DISCUSSION:

The City of Gautier has received a monetary donation from the following sponsor:

1. League Sponsor- \$1,500.00 Bollinger Shipyards

RECOMMENDATION:

The Recreation Department recommends that City Council approve the above monetary donation for the City of Gautier's Youth Football and Cheer League.

The City Council may:

1. Approve the monetary donation listed above; or
2. Not approve the monetary donation listed above.

ATTACHMENTS:

1. Sponsorship Check Bollinger Shipyards



CHECK DATE	CHECK NUMBER	CHECK AMOUNT
------------	--------------	--------------

P.O. Box 250
Lockport, LA 70374-0250

10-Dec-25

529910

\$1,500.00

PAY: One Thousand Five Hundred Dollars And Zero Cents*****

PAY TO THE ORDER OF

GAUTIER COMMUNITY PRIDE
CITY OF GAUTIER
C/O RACHEL HONEA
3330 HIGHWAY 90
GAUTIER, MS 39553

AUTHORIZED SIGNATURE

DATE: 10-Dec-25		Bollinger Shipyards P.O. Box 250 Lockport, LA 70374-0250	Check Number: 529910	
INVOICE NO.	INVOICE DATE	DESCRIPTION	DISCOUNT AMOUNT	NET AMOUNT
5-6U SPONSOR	16-Oct-25	BMR SPONSORSHIP	\$0.00	\$1,500.00
PLEASE DETACH AND RETAIN THIS STATEMENT AS YOUR RECORD OF PAYMENT. Version 000011g.ap_check.rtf			\$0.00	\$1,500.00

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

Council Meeting:
Title:

**January 20, 2026
Authorization to enter into a Contract Agreement with
Pyro Shows**

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Authorization to enter into a Contract Agreement with Pyro Shows in the amount of \$10,000 for a firework show at the City's Annual Mardi Gras Tailgate event.

EXHIBITS FOR REVIEW

Resolution	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Contract/Agreement	<input checked="" type="checkbox"/>
Minutes	<input type="checkbox"/>
Plan Maps	<input type="checkbox"/>
Order	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:													
Vaughan	<input type="checkbox"/>	Minor	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Jamison	<input type="checkbox"/>	Fuller	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Second Made by:													
Vaughan	<input type="checkbox"/>	Minor	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Jamison	<input type="checkbox"/>	Fuller	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
At Large	Minor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 1	George	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2	Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3	Jamison	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4	Fuller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 5	Elbin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, on November 4, 2025, the City of Gautier entered into an agreement with Pyro Shows, in the amount of \$10,000, to host a firework show during the Lights and Lagniappe on the Bayou festival on December 6, 2025; and

WHEREAS, due to the weather conditions, the City was unable to host its annual Lights and Lagniappe on the Bayou on December 6, 2025; and

WHEREAS, the City of Gautier will host its annual Mardi Gras Tailgate event on February 7, 2026; and

WHEREAS, the firework show, previously scheduled for Lights and Lagniappe, has been moved to the Mardi Gras Tailgate event; and

WHEREAS, a new contact between the City and Pyro Shows is required, with the only change being the date; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract agreement with Pyro Shows in the amount of \$10,000, for the Mardi Gras Tailgate event on February 7, 2026, is hereby approved and authorized to the extent that the terms and conditions are consistent with Mississippi Law.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 20, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 01/09/2026
Subject: Approval of a Contract Agreement with Pyro Shows

REQUEST:

The Recreation Department requests City Council authorization to enter into a contract agreement with Pyro Shows in the amount of \$10,000, for the City's Annual Mardi Gras Tailgate event.

BACKGROUND:

The City of Gautier was unable to host its annual Lights and Lagniappe on the Bayou on December 6th from 1:00 p.m. - 6:00 p.m. due to the weather. The fireworks were moved to the Mardi Gras Tailgate event to be held February 7, 2026 therefore, a new contract is required.

DISCUSSION:

Only change from the previous contract is the date.

RECOMMENDATION:

The Recreation Department recommends that City Council approve a Contract Agreement with Pyro Shows in the amount of \$10,000.

City Council May:

1. Approve a Contract Agreement with Pyro Shows in the amount of \$10,000.
2. Not approve a Contract Agreement with Pyro Shows in the amount of \$10,000.

ATTACHMENTS:

1. 2026 Standard Contract pkt



PYRO SHOWS, INC.
Contract Agreement

This Agreement made on , by and between **PYRO SHOWS, Inc., a Tennessee Corporation, whose address is 115 N. 1st Street, LaFollette, Tennessee, 37766, with a mailing address at P.O. Box 1776, LaFollette, TN 37766** and hereinafter referred to as "**PYRO SHOWS**" and **City of Gautier, MS** with its principal place of business located at **3330 Highway 90 Gautier, MS 39553** hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # dated . The Show(s) will be given on **February 7, 2026**. Rain date/postponement date: **No Rain Date Selected**
- II. TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify PYRO SHOWS no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employee(s) of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around the fallout zone.
- VI. INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.



PYRO SHOWS, INC.
Contract Agreement

- VII. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from all claims, suits, causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of Customer to obtain the necessary approval(s). This Agreement is made expressly subject to, and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee. The Customer hereby submits itself to the jurisdiction of said Courts and waives any rights to initiate proceedings against PYRO SHOWS in any other courts or jurisdictions. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one- and one-half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** PYRO SHOWS will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. PYRO SHOWS also agrees to include Customer as an Additional Insured under the terms of this coverage. PYRO SHOWS will provide a Certificate of Insurance. All entities listed on the certificate will be deemed Additional Insured per this contract.
- XIV. TAXES:** Customer shall be responsible for all applicable sales taxes.



PYRO SHOWS, INC.
Contract Agreement

PAYMENT TERMS: City of Gautier, MS shall pay PYRO SHOWS:

Show Amount	<u>\$ 10,000.00</u>
Tariff Surcharge	<u>\$ 0.00</u>
Sales Tax (if applicable)	<u>\$ 0.00</u>
Total Contract Amount	<u>\$ 10,000.00</u>

Customer shall submit a **50% deposit (\$ 5,000.00)** upon return of the signed contract by **N/A 0, 0**. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.

IMPORTANT: Checks must be made payable to **PYRO SHOWS, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766.

All the terms and conditions set forth in any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____ DATE: _____
Lansden E. Hill Jr., President and CEO -OR- Michael E. Walden, Vice President

CUSTOMER

BY: _____ DATE: _____
Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2026

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

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

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME: PHONE (A/C. No. Ext): 216-658-7100	FAX (A/C. No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Texas Insurance Company		16543
INSURER B : Continental Indemnity Company		28258
INSURER C : Allianz Global Corporate & Specialty SE		7617
INSURER D : HDI Specialty Insurance Company		16131
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 2139364012

REVISION NUMBER:

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

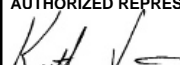
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	BESGLPTT011501_171110_01	11/1/2025	11/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BESCRMNT011501_171110_01	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	Y	Y	25ABEX0199	11/1/2025	11/1/2026	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
D	Excess Liability #2	Y	Y	18HX3627	11/1/2025	11/1/2026	Each Occ/ Aggregate Total Limits	5,000,000 10,000,000

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

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Excess policies are excess of both the general liability and automobile policies for total limits of \$10 million each.
 Firework Display: February 7, 2026 (Gautier Mardi Gras)
 Additional Insureds: City of Gautier, MS.

CERTIFICATE HOLDER**CANCELLATION**

City of Gautier 3330 Highway 90 Gautier MS 39553	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2010/05)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

City of Gautier, MS

Gautier - Mardi Gras 2026

Saturday, February 7, 2026

Show Time: 7:30pm | Show Length: 8 Minutes

MAIN BODY

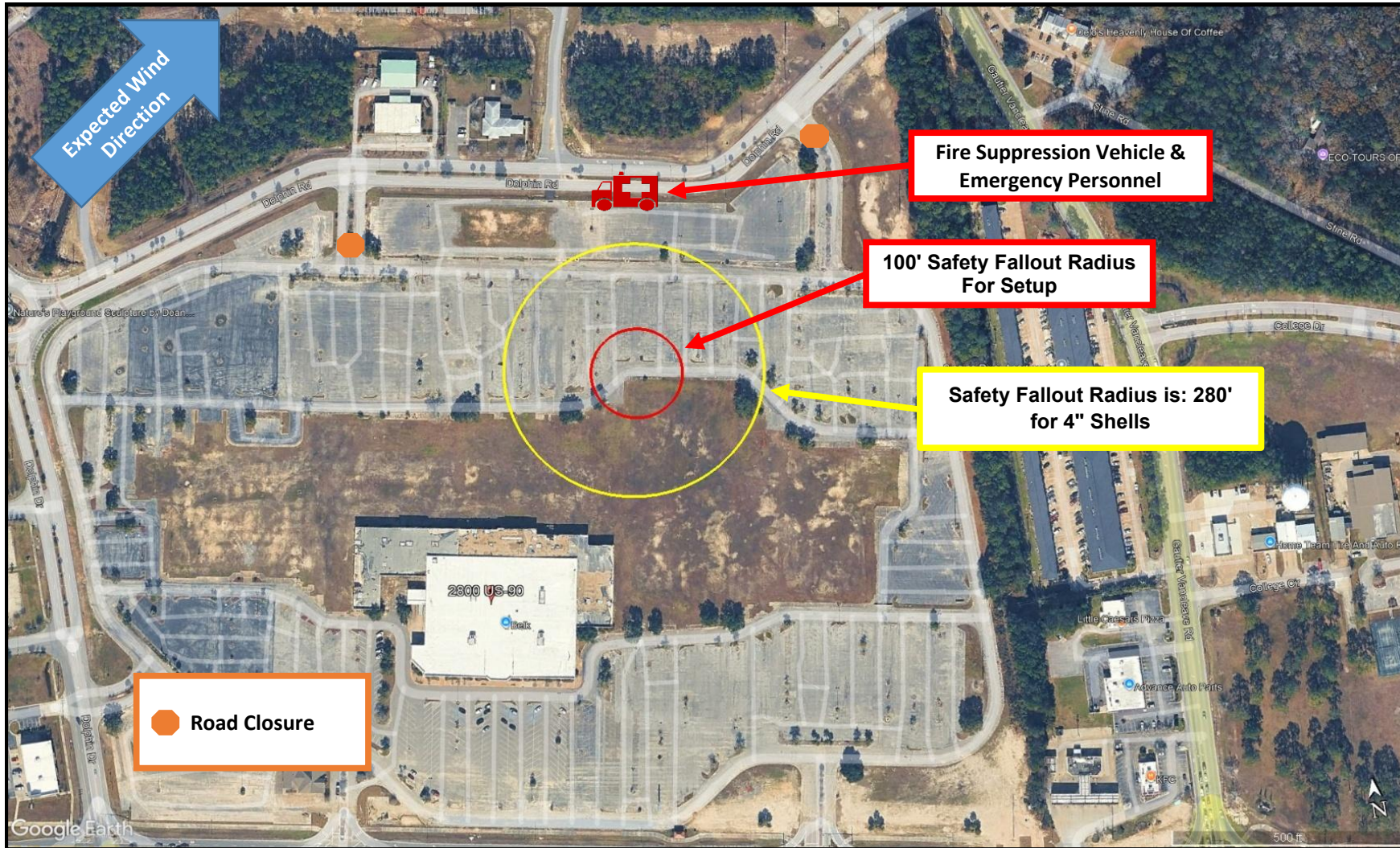
SHELL SIZE	DEVICE	QUANTITY	TOTAL
100 x 1.25"	Cakes	3	300
150 x 1.25"	Cakes	2	300
36 x 2.5"	Cakes	2	72
2.5"	Aerial Shells	180	180
4"	Aerial Shells	120	120
MAIN BODY DEVICE TOTAL			972

FINALE

SHELL SIZE	DEVICE	QUANTITY	TOTAL
2.5	Aerial Shells	180	180
4"	Aerial Shells	40	40
TOTAL FINALE DEVICES			220

TOTAL DEVICE COUNT - MAIN BODY AND FINALE	1,192
--	--------------

Fireworks 1.3 G Display
 Largest Shell: 4
 Safety Radius: 280'
 Show Time: 7:30pm



Customer: City of Gautier, MS
Show Date: Saturday, February 7, 2026
Show Address: 2800 US-90 Gautier, MS 39553
Show Site Lat / Long: 36.419658, -84.054459
Show Time: 7:30pm
Rain Date: null

Show Name: Gautier - Mardi Gras 2026
Maximum Device Size: 4
Safety Fallout Radius: 280'
Storage Required: 0
Diagram Created: 01/08/26
Diagram Created By:

**CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet**

Council Meeting:
Title:

January 20, 2026
Authorization to submit and support the Notification of Intent to Apply for Singing River Health System grant application

Introduced by:
Contact Person/Telephone

Sam King 497-8000 ext. 315

Summary Explanation: Authorization to submit and support the Notification of Intent to Apply for Singing River Health System grant application.

EXHIBITS FOR REVIEW

Resolution	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Contract/Agreement	<input type="checkbox"/>
Minutes	<input type="checkbox"/>
Plan Maps	<input type="checkbox"/>
Order	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	<input type="checkbox"/>	Colledge	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Gollott	<input type="checkbox"/>	Anderson	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Second Made by:													
Vaughan	<input type="checkbox"/>	Colledge	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Gollott	<input type="checkbox"/>	Anderson	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
At Large	Colledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 1	George	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2	Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3	Gollott	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4	Anderson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 5	Elbin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Action Taken:

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

AUTHORIZATION TO SUBMIT THE NOTIFICATION OF INTENT TO APPLY FOR SINGING RIVER HEALTH SYSTEM GRANT APPLICATION

ORDER NUMBER 000-2026

WHEREAS, Singing River Health System will be submitting a section 5310 Operating and Capital Grant through FTA which will be administered through the Mississippi Department of Transportation for continued services in providing medical transportation to the residents of the City of Gautier; and

WHEREAS, Singing River Health System is requesting that the City of Gautier submit and support its Notification of Intent to Apply along with a summary of services proposed in order to fulfill this process; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to submit and support the attached Notice of Intent;

BE IT FURTHER RESOLVED THAT, the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 20, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Sam King, Grants and Projects Director
Date: January 14, 2026
Subject: Singing River Health System's Patient Transportation Program Intent to Apply for Federal Capital Assistance Funding Request

REQUEST:

The Grants & Projects Department is requesting City Council to approve Singing River Health System's Patient Transportation Program request to support their application of intent to apply for federal capital assistance for transportation services for elderly and disabled persons.

BACKGROUND:

Singing River Health System's Patient Transportation Program is applying for Section 5310 Operating and Capital Grant through FTA and administered through the Mississippi Department of Transportation. As one of the application requirements, Singing River Health System's Patient Transportation is to notify all cities in their service area of the intention to apply for funding.

DISCUSSION:

The Singing River Health System's Patient Transportation Program has requested the city's support, by signing the notice of intent to apply form.

RECOMMENDATION:

The Grants and Projects Department recommends City Council to approve Singing River Health System's Patient Transportation Program request to support their application of intent to apply for federal capital assistance.

The City Council may:

1. Approve the execution of the notice of intent, as presented; or
2. Not approve the execution of the notice of intent.

ATTACHMENT(S):

1. Letter
2. Notice of Intent and application

SRHS

Carolyn Morrow, Manager

Patient Transportation

228-809-5574

228-990-9103

Carolyn.morrow@mysrhs.com

Dear Mayor,

My name is Carolyn Morrow, and I manage the patient transportation program for Singing River Health System. I am currently working on my annual grant application with the Mississippi Departments of Transportation. One of the grant application requirements is to notify City leaders that we are applying for funding in efforts to continue providing this much-needed service for your constituents. I am asking that you fill out and sign the enclosed form that will be included in my application. Please mark your selection as to whether you think that this service is needed for your city.

Any budgetary support from your perspective city will be greatly appreciated.

For questions or concerns, please contact me by email or the numbers provided on the enclosed business card.

Best Regards,



Carolyn Morrow, Manager

**NOTIFICATION OF INTENT TO APPLY FOR FEDERAL CAPITAL ASSISTANCE
AVAILABLE TO PRIVATE NON-PROFIT ORGANIZATIONS TO PROVIDE
TRANSPORTATION SERVICES FOR ELDERLY AND DISABLED PERSONS**

Applicant: Singing River Health System
(Name of Organization)

2809 Denny Ave. Pasc MS 39581
Address 1 or P.O. Box City State Zip Code

Address 2 City State Zip Code
Cardyn Morrow 228 809 5574
Name of Contact Person (Area Code & Phone Number)

I have been afforded the opportunity to review the transportation service proposal of the above named organization. Based on the review: (check one)

_____ I do believe that this type of service is needed at this time.

_____ I do not believe that this type of service is needed at this time.

COMMENTS:

REVIEWER:

Date Signature Title

Name of Organization

Address City State Zip Code

(Area Code & Phone Number)

NOTE: Notification of Intent to Apply for Federal Capital Assistance must be submitted to the City and County elected officials of all counties served.

I. SECTION 5310 - PROJECT ABSTRACT

Applicant Organization: Singing River Health System

Service Provider: Patient Transportation

A. PROJECT SUMMARY

Singing River Health System’s Patient Transportation program goal is to provide safe and reliable transportation services to the residents of Jackson County. This service is provided as a community benefit to improve health and save lives. This is why we provide services to all medical providers within our service area, including direct competitors. Although the program is funded mostly by Singing River Health System, we understand the need for transportation services among our elderly and disabled population. Transportation services are vital in them receiving the care that they need to live a healthy and independent life. We are unique in the aspect of providing free transportation services to our residents. As far as we know, we are the only system in the State that provides free services for the patient and the provider. Services are available for all residents, but the primary focus is the elderly and disabled population. Our hours of operation are from 6:30 am until 5:00pm, Monday through Friday with drivers on call Saturday and Sunday from 8:00am until 8:00pm. When we are fully staffed, we have seven full-time drivers and three part-time drivers. Hiring drivers has been a challenge for us, this is why our stats were down in fiscal year 2024. We have increased the salary range for drivers to incentivize qualified candidates to apply and become long term employees. We have a fleet of sixteen vehicles and all are ADA accessible. We are anticipating that we will provide about 25,000 trips for 2026/2027. In efforts to continue this much needed service we are requesting funding for operations only.

B. Performance Data

Performance Information (2023-2024)		Performance Information (2024-2025)		Performance Information (2025-2026) As of December 31, 2025	
General Public Trips	4,2,751547	General Public Trips	4056	General Public Trips	1,088
Elderly/Disabled Trips	16954	Elderly/Disabled Trips	14,856	Elderly/Disabled Trips	2,971
Health/Human Services		Health/Human Services		Health/Human Services	
Employment		Employment		Employment	
Other		Other		Other	
TOTAL TRIPS	21501	TOTAL TRIPS	18912	TOTAL TRIPS	4,059

C. Year Service Initiated: 40

D. Type(s) of Service: Elderly and Disabled- demand/response

E. Days of the week and Hours of Operation: Mon- Fri 06:30 am- 5:00 pm

F. Vehicles:

Program Vehicles	Total No. existing vehicles	Total Capacity existing vehicles	Total No. on order	Location (existing vehicles)
5311				
5310	16	156	6	2809 Denny Avenue Pascagoula, MS, 39581
5339				
TOTAL	16	156	6	

G. CAPITAL EQUIPMENT REQUESTED:

No. of Units	Equipment Description (i.e. Computer, Radio, vehicle)	*E / R	Total Cost	Federal Cost	Justification

*Note: * E – EXPANSION, * R – REPLACEMENT*

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

January 20, 2026
Authorization to remove broken equipment and vehicle from the City of Gautier's Inventory

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Authorization to remove broken equipment and vehicle from the City of Gautier's Inventory

EXHIBITS FOR REVIEW

Resolution	<input checked="" type="checkbox"/>
Ordinance	<input type="checkbox"/>
Contract/Agreement	<input type="checkbox"/>
Minutes	<input type="checkbox"/>
Plan Maps	<input type="checkbox"/>
Order	<input type="checkbox"/>
Other	<input type="checkbox"/>
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	<input type="checkbox"/>	Minor	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Jamison	<input type="checkbox"/>	Fuller	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Second Made by:													
Vaughan	<input type="checkbox"/>	Minor	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Jamison	<input type="checkbox"/>	Fuller	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
At Large	Minor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 1	George	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2	Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3	Jamison	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4	Fuller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 5	Elbin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Action Taken:

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

RESOLUTION NUMBER 000-2026

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING BROKEN EQUIPMENT AND VEHICLE FROM THE CITY OF GAUTIER’S INVENTORY

WHEREAS, the City Clerk Department is requesting the following equipment and vehicle be removed from the City’s inventory:

- Sandblaster (maintenance department) – Asset Number 2400
 - 2023 Ford F150 – VIN #1F1FW1P81PKD22803

WHEREAS, the Mayor and Members of the Council have determined that given the condition, this equipment has no value, and therefore removal from inventory is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the equipment described on the attached list is hereby removed from inventory and used to discard, surplus, or use as parts.

BE IT, FURTHER, RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary for this purpose.

The motion to approve the foregoing resolution was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 20th day of January 2026.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 01/09/2026
Subject: Authorization to remove broken equipment and vehicle from the City of Gautier's inventory.

REQUEST:

City Council authorization is requested by the City Clerk's Department to remove the following equipment and vehicle from the City of Gautier's inventory and discard. Asset number 2400, sandblaster, from the maintenance department. It is no longer in working order. Asset number 4235, 2023 Ford F150, VIN 1F1FW1P81PKD22803, from the police department, has been totaled and paid by insurance.

BACKGROUND:

The City Clerk's department has determined that these items are no longer in working order, and they have or will be replaced. Removal of inventory is in the best interest of the City of Gautier.

DISCUSSION:

None.

RECOMMENDATION:

The City Staff recommends that the City Council authorize the removal of these items from inventory, so the inventory spreadsheet can be updated.

ATTACHMENTS:

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

Council Meeting: January 20, 2026
Title: Authorization to waive all fees for the use of Shepard State Park for The Pink Heart Funds Organization to host a 5k trail run
Introduced by:
Contact Person/Telephone: Chassity Bilbo 497-2244

Summary Explanation: Authorization to waive all fees for the use of Shepard State Park for The Pink Heart Funds Organization to host a 5k trail run on October 24, 2026

EXHIBITS FOR REVIEW

Resolution	<input checked="" type="checkbox"/>
Ordinance	<input type="checkbox"/>
Contract	<input type="checkbox"/>
Minutes	<input type="checkbox"/>
Plan Maps	<input type="checkbox"/>
Order	<input type="checkbox"/>
Other	<input type="checkbox"/>
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	<input type="checkbox"/>	Minor	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Jamison	<input type="checkbox"/>	Fuller	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Second Made by:													
Vaughan	<input type="checkbox"/>	Minor	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Jamison	<input type="checkbox"/>	Fuller	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Voted as follows:		AYES	NAYS	Abstained	Absent
Mayor	Vaughan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
At Large	Minor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 1	George	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2	Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3	Jamison	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4	Fuller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 5	Elbin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Action Taken:

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

RESOLUTION NUMBER 000-2026

WHEREAS, the Pink Heart Funds Organization has requested to waive all fees associated with Shepard State Park to host a 5k trail run; and

WHEREAS, the date being considered for this event is October 24, 2026; and

WHEREAS, the cost per participant is \$40, and each will receive a shirt, medal, and entry into Shepard State Park; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that Pink Heart Funds Organization is a community service program, and that the waived funds are matched by other funds utilized in the event; and

WHEREAS, it is also determined that this waiver advertises and brings favorable notice the opportunities, possibilities and resources of the municipality.

WHEREAS, the Recreation Department recommends that City Council waive all fees associated with this use; and

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request to waive all fees associated with the use of the Shepard State Park by Pink Heart Funds Organization on October 24, 2026, is hereby approved and authorized; and

BE IT FURTHER RESOLVED THAT, the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 20, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Kaleigh Morgan
Date: 01/09/2026
Subject: Approval to waive all fees associated with Shepard State Park for the Pink Heart Funds and Shepard State Park Trail Run to be held Oct. 24, 2026

REQUEST:

The Recreation Department has received a request from The Pink Heart Funds organization to waive fees for the use of Shepard State Park to host a 5k trail run.

BACKGROUND:

The Pink Heart Funds mission is to compassionately care for all cancer patients that are uninsured or under-insured by providing wigs, bras and breast prosthetics, as well as needed resources, partnering with community service groups and Oncology services to offer assistance while inspiring hope and encouragement to endure their battle with grace.

The event is a run/walk and outdoor festival that will be held in Shepard State Park. The event will utilize the pavilion, trails, big green field, part of the archery area, and parking areas in Shepard State Park. Pink Heart Funds request a fee waiver for the pavilion, trail run participants, park entry, fire department, and police. The proposed route would start at the Pavilion/Restroom area, then proceed down Mohawk Road, then turn left, proceeding up the gravel road until the start of the Charlie Trail. Participants would run the Charlie Trail coming out of the other end of the Charlie Trail, where they would proceed up Cherokee Road and turn around on the Marsh Walk Boardwalk. The Oscar trail could be used as a turnaround spot. Participants would run the same route in the opposite direction, making a total of 3.1 miles. This route would not have an impact on the RV camping area and archery course.

DISCUSSION:

To make this event a success, Pink Heart Funds is requesting a partnership to use the trails at Shepard State Park. The dates being considered for the event is October 24, 2026. Pink Heart Funds is hoping for 150 participants. The cost per participant is \$40. Participants will receive a t-shirt, medal, and entry into Sheppard State Park. Pink Heart Funds request fee waivers for the pavilion, attendees/participants park entry, fire department, and police.

RECOMMENDATION:

The Recreation Department recommends that City Council waive all fees associated with Shepard State Park for The Pink Heart Funds 5k Run.

The City Council may:

1. Approve to waive all fees associated with Shepard State Park for The Pink Heart Funds 5k Run; or
2. Not approve to waive all fees associated with Shepard State Park for The Pink Heart Funds 5k Run

ATTACHMENTS:

1. Special Event Application Permit
2. IRS 501(c)(3) Determination Letter



PINK HEART FUNDS
Caring for All
WITH CANCER

PINK HEART FUNDS
KNIGHT NONPROFIT CENTER
11975 SEAWAY ROAD, SUITE A180
GULFPORT, MS 39503
(228) 575-8299
info@pinkheartfunds.org
www.pinkheartfunds.org
501 (c)3 ID #20-8907897

*Compassionately caring for cancer patients while inspiring hope
and encouragement to endure their battle with grace.*

Jeffery A. Green
1605 South 8th Street
Ocean Springs, MS 39564

December 4, 2025

Chassity Bilbo
Recreation Director
Sheppard State Park
1034 Graveline Rd
Gautier, MS 39553

Subject: Pink Heart Funds and Shepard State Park Trail Run/Outdoor Festival

Dear Chassity Bilbo,

I am writing to request that Shepard State Park and Pink Heart Funds team up again to put on the 5k Trail Fun Run and to add an Outdoor Festival. The Pink Heart Funds mission is compassionately caring for all cancer patients that are uninsured or under-insured by providing wigs, bras and breast prosthetics, as well as needed resources, partnering with community service groups and Oncology services to offer assistance while inspiring hope and encouragement to endure their battle with grace.

Pink Heart Funds is partnering with the Mississippi State Extension Center to put on this event. We request the use of the trails and the open field at Shepard State Park. The date for the event is tentatively set for Saturday, October 24, 2026, upon approval from Shepard State Park. The fee for the trail run is \$40 and the fee for the outdoor fest is \$10 per vehicle (\$5 entry fee goes to Sheppard State Park). Trail fun run participants will receive a medal and entry into Sheppard State Park. Outdoor festival participants will receive entry into the festival. Pink Heart Funds requests fee waivers for the pavilion, the open grass field, trail run participants park entry, fire

department, and police. Pink Heart requests the city of Gautier to obtain food booths for the event.

The trail run would begin at 0900 and the outdoor festival would begin at 10am and concludes at 3pm. The outdoor festival vision is to get the outdoor community together in one location to promote the different outdoor organizations on the Mississippi Gulf Coast. These organizations would consist of organizations like the Mississippi State Extension Center, the Grand Bay NEER, Pascagoula River Audubon Center, Mississippi Sandhill Crane National Wildlife Refuge, Gulf Islands National Seashore, US Forest Service, Mississippi Wildlife Fisheries, Archery in Mississippi Schools (AIMS), nature-based tourism organizations and other organizations. The pavilion will be used for the trail fun run start/finish area and outdoor related classes. A small portion of the archery area will be used for AIMS.

I would like to set up a meeting with you at your convenience to work out all the specific details. Please contact me at 228-217-4613 or by email at greenja23@yahoo.com. Thank you for your time and consideration in this proposal.

Jeffery A Green
Pink Heart Funds Board Member

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **DEC 18 2007.**

PINK HEART FUNDS INC
C/O JO AN NICELEY
7544 RED CREEK RD
LONG BEACH, MS 39560

Employer Identification Number:
20-8907897
DLN:
17053170045027
Contact Person:
TRACI D BERRY ID# 95129
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
February 28
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
April 30, 2007
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
February 28, 2011
Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

If you distribute funds to other organizations, your records must show whether they are exempt under section 501(c)(3). In cases where the recipient

Letter 1045 (DO/CG)

PINK HEART FUNDS INC

organization is not exempt under section 501(c)(3), you must have evidence the funds will be used for section 501(c)(3) purposes.

If you distribute funds to individuals, you should keep case histories showing the recipient's name and address; the purpose of the award; the manner of selection; and the relationship of the recipient to any of your officers, directors, trustees, members, or major contributors.

Sincerely,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC
Statute Extension

Letter 1045 (DO/CG)

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting: January 20, 2026
Title: Authorization to approve the Declaration of Easements and Covenants for Town Commons, and related documents

Introduced by:
Contact Person/Telephone Josh Danos 497-8000

Summary Explanation: Authorization to approve the Declaration of Easements and Covenants for Town Commons, and related documents

EXHIBITS FOR REVIEW

Resolution	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Contract/Agreement	<input type="checkbox"/>
Minutes	<input type="checkbox"/>
Plan Maps	<input type="checkbox"/>
Order	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/>
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:													
Vaughan	<input type="checkbox"/>	Minor	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Jamison	<input type="checkbox"/>	Fuller	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Second Made by:													
Vaughan	<input type="checkbox"/>	Minor	<input type="checkbox"/>	George	<input type="checkbox"/>	Jackson	<input type="checkbox"/>	Jamison	<input type="checkbox"/>	Fuller	<input type="checkbox"/>	Elbin	<input type="checkbox"/>

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
At Large	Minor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 1	George	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 2	Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 3	Jamison	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 4	Fuller	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ward 5	Elbin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the City of Gautier, Mississippi is the owner of certain real property located within the City of Gautier, Jackson County, Mississippi, as more particularly described in Exhibit “A” to the Declaration of Easements and Covenants for Town Commons (hereinafter, “the Property”); and

WHEREAS, the City desires to promote the creation and revitalization of the Property as a vibrant, unified mixed-use district to include public, commercial, and residential components for the benefit of the citizens of Gautier; and

WHEREAS, the City has requested a Declaration of Easements and Covenants for Town Commons to be prepared, establishing a comprehensive framework governing the use, maintenance, operation, and management of the Property, including the creation of the Gautier Town Commons Owners Association, Inc.; and

WHEREAS, the Declaration provides for the orderly development, preservation, and long-term use of the Town Commons project, supports the public health, safety, morals, and welfare of the City, and provides confidence and consistency for future development; and

WHEREAS, the Declaration has been prepared by Butler Snow LLP in connection with the Town Commons redevelopment project and Staff recommends approval; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Declaration of Easements and Covenants for Town Commons, and related documents, 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 the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 20, 2026.

SPACE ABOVE THIS LINE FOR RECORDING INFORMATION

Instrument Prepared by and Return to: Butler Snow LLP Attention: Steve Hendrix (MS Bar #: 2281) 1020 Highland Colony Parkway Suite 1400 Ridgeland, Mississippi 39157 (601) 985-4475	Declarant: City of Gautier, Mississippi Attn: City Clerk 330 US-90 Gautier, MS 39553 Phone:
To the Chancery Clerk of Jackson County, Mississippi: Indexing Instructions: See Exhibit "A" attached hereto and incorporated herein.	

DECLARATION OF EASEMENTS AND COVENANTS FOR TOWN COMMONS

THIS DECLARATION OF EASEMENTS AND COVENANTS (this "Declaration", as the same may be amended from time to time) is made and entered into as of the ___ day of _____, 20__, by the CITY OF GAUTIER, MISSISSIPPI, a Mississippi municipal corporation, whose address is 3330 US-90, Gautier, Mississippi 39553 (the "Declarant") [acting as the fee owner of the property and in its capacity as the urban renewal agency for and on behalf of the City pursuant to Title 43, Chapter 35, Article 1, Mississippi Code of 1972, as amended].

**BACKGROUND
STATEMENT**

WHEREAS, Declarant is the fee owner of certain real property located in the City of Gautier, Jackson County, Mississippi, more particularly described on Exhibit "A" (the "Property");

WHEREAS, Declarant desires to promote the creation and revitalization of the Property as a vibrant downtown area conducive for a variety of uses including public, commercial and residential components, and to support growth, renewal, development and sustainability of the Property as such, all for the benefit of the City;

WHEREAS, Declarant intends to establish on the Property a unified, mixed-use district comprised of commercial and business uses including retail, hospitality, restaurant, hotel, medical, office, and entertainment uses, (ii) residential uses including multifamily and/or senior housing, and (iii) Common Property for shared use and benefit, including sidewalks, open areas, lighting and related public-realm improvements (collectively, the "Community");

WHEREAS, Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners and Occupants now or hereinafter subject to,

this Declaration and desires to establish a method for the maintenance, preservation, use, and enjoyment of the Property which is intended to provide confidence and consistency for both developers and the City;

WHEREAS, the Declarant has created a nonprofit corporation which has the responsibility and authority pursuant to the terms of this Declaration for: (i) the management and regulation of the Common Property, (ii) the powers of enforcing the provisions of this Declaration and any additional covenants and restrictions that are placed against the Property that is now or may hereafter be included in the Community, and (iii) levying assessments against the Owners of Units within the Community to enable the Association to perform such obligations; and

WHEREAS, Declarant has determined that Declaration and the related structure is necessary and appropriate for the redevelopment of the Property and is necessary for and supportive of the public health, safety, morals and welfare of the City.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, conveyed, leased, occupied, and used subject to the following easements, covenants, conditions, restrictions, assessments, and servitudes, all of which shall run with the land and legally bind the Property and all parties having any right, title, or interest therein, and shall inure to the benefit of Declarant, the Association, and all present and future Owners and Occupants.

ARTICLE I **DEFINITIONS**

The Background Statement and recitals above are hereby incorporated herein for all purposes. Additional words are also defined within this Declaration. The following words, when used in this Declaration or in any Supplementary Declaration (unless the context shall prohibit), shall have the following meanings:

Section 1.1 **“Additional Property”** shall mean and refer to any real property and any improvements situated thereon lying adjacent to or in close proximity with the Property (but which does not presently comprise any part of the Property) which Declarant may from time to time submit and add to the provisions of this Declaration by filing a Supplementary Declaration in the Chancery Clerk Office. The Additional Property may also include additional Common Property.

Section 1.2 **“Articles of Incorporation”** means the Articles of Incorporation of the Association filed with the Secretary of State of the State of Mississippi, as the same may be amended from time to time.

Section 1.3 **“ARC”** means the Architectural Review Committee established hereunder.

Section 1.3 **“Assessment(s)”** means assessments levied on all Units to fund the costs of operating the Association pursuant to Article IV hereof, which shall include those expenses incurred for insuring, maintaining, repairing, replacing, and operating the Common Property, and any Annual Assessments, Special Assessment(s) or Specific Assessments levied on one or more Units.

Section 1.4 **“Association”** shall mean Gautier Town Commons Owners Association, Inc., a Mississippi nonprofit corporation.

Section 1.5 **“Association Expenses”** shall mean all expenditures made by or on behalf of the Association, including expenses related to maintenance, repair and replacement of the Common Property, insurance premiums and deductibles, property taxes, and any other expenses of the Association.

Section 1.6 “Belk Agreement” means that certain Redevelopment Agreement between the City of Gautier, Mississippi and Belk Stores of Mississippi, LLC, dated September 22, 2023, and recorded in the Chancery Clerk Office at Book 2140, Page 63-196.

Section 1.7 “Board” or “Board of Directors” means the Board of Directors of the Association.

Section 1.8 “Bylaws” means the Bylaws of the Association attached hereto as Exhibit “B”, as the same may be amended from time to time.

Section 1.9 “Chancery Clerk Office” means the Office of the Chancery Clerk of Jackson County, Mississippi or such other office as may be designated for the filing of land records.

Section 1.10 “City” means the City of Gautier, Mississippi, or its designee acting either as Declarant, or as an Owner to the extent allowed by law, or as the City itself after expiration or termination of the Declarant Control Period, including taking any action authorized by applicable Legal Requirements including under applicable urban renewal agency authority.

Section 1.11 “Commercial Matters” shall mean all actions, decisions, or issues under this Declaration, the Bylaws, or the rules and regulations of the Association that primarily affect the Commercial Units within the Community, including: (a) Common Property maintenance and operations serving principally Commercial Units (e.g., signage, lighting, parking allocations, loading, refuse and grease collection, delivery or service access, and commercial vehicular circulation); (b) Commercial Operating Rules and Standards adopted by the Commercial Subcommittee and approved by the Board; and (c) any other matter the Board, in good faith, determines to have a substantially greater impact on Commercial Units than on Residential Units.

Section 1.12 “Commercial Operating Rules and Standards” shall mean the operational rules, regulations, and policies adopted by the Commercial Subcommittee and approved by the Board, governing the operation and use of Commercial Units and related Common Property, as the same may be amended from time to time.

Section 1.13 “Commercial Unit” means any Unit within the Community designated or used primarily for commercial, retail, restaurant, office, medical, entertainment, hospitality (including hotel), or other non-residential purposes, together with all Improvements and appurtenances thereto, as shown on the recorded plats or plans for the Community, and as further described in any Supplemental Declaration.

Section 1.14 “Common Property” means the tracts, parcels, improvements, rights-of-way, easements, and facilities owned or controlled by the Association for common use and benefit, including sidewalks, pedestrian ways, plazas and open areas, landscaping and irrigation, site furnishings, lighting and lighting controls, wayfinding/signage, drainage and stormwater facilities, and similar public-realm improvements designated as “Common Areas” on recorded plats or on the Exhibits hereto.

Section 1.15 “Community Documents” shall include the Articles of Incorporation, Bylaws, this Declaration, the Operating Rules, the Design Guidelines, and such other regulations adopted by the Board from time to time.

Section 1.16 “Community-Wide Standard” means the standard of appearance, maintenance, and performance generally prevailing in the Community as reasonably determined by the Board from time to time.

Section 1.17 “CPI Index” shall mean the *Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items (1982-84 = 100)*, published monthly by the Bureau of Labor Statistics of the United States Department of Labor, or any successor index thereto that most closely measures changes in the cost of living for urban consumers. In the event the CPI-U is discontinued or substantially revised, the Board shall adopt a comparable successor index published by the Bureau of Labor Statistics or another governmental agency that reflects comparable changes in consumer prices. All adjustments or escalations based on the CPI Index shall be calculated by comparing the most recently published CPI Index figure available at the time of adjustment with the CPI Index figure published for the same month in the preceding year (or other base period specified in this Declaration).

Section 1.18 “Declarant” shall mean and refer to City of Gautier, Mississippi, a Mississippi municipal corporation, and its successors and assigns.

Section 1.19 “Declarant Control Period” shall have the meaning set forth in Section 3.2 below.

Section 1.20 “Design Guidelines” shall mean the written standards, criteria, and procedures adopted by the ARC, as amended from time to time, governing the design, appearance, materials, and construction of Improvements and landscaping within the Community.

Section 1.21 “Gross Leasable Area” or “GLA” means with respect to any Commercial Unit, the total enclosed floor area of the Improvements designed and intended for the exclusive use of such Unit’s Owner or Occupant, measured from the exterior face of the exterior walls (or from the centerline of demising walls separating adjacent Units), excluding structured or other parking areas, unroofed patios, or unconditioned roof spaces.

Section 1.22 “Improvements” shall mean any and all buildings, fixtures, improvements, and structures installed or constructed on the Property of a permanent nature. For avoidance of doubt, Improvements shall not include any buildings, fixtures, improvements, or structures of a temporary nature. The Board shall have sole authority to determine the type and nature of any Improvements.

Section 1.23 “Legal Requirements” shall mean all applicable laws, ordinances, codes, rules, and regulations of any governmental authority having jurisdiction over the Community, including zoning, subdivision, building, fire, life-safety, and environmental regulations.

Section 1.24 “Majority” means those eligible votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

Section 1.25 “Mortgage” means any mortgage, deed of trust, and any and all other similar instruments used for the purpose of encumbering real property as security for the payment or satisfaction of an obligation.

Section 1.26 “Mortgagee” shall mean the holder of a Mortgage.

Section 1.27 “Net Rentable Area” or “NRA” shall mean, with respect to any Residential Unit, the total enclosed residential floor area of the Improvements measured to the exterior face of the enclosing walls of each dwelling space, excluding balconies, patios, unconditioned storage areas, and structured or other parking areas.

Section 1.28 “**Occupant**” shall mean any Person which is a tenant, subtenant, licensee, or other lawful user of a Unit.

Section 1.29 “**Operating Rules**” shall mean the rules, regulations, and policies adopted, amended, or repealed from time to time by the Board, including the Commercial Operating Rules and Standards and the Residential Operating Rules and Standards, which govern the use, operation, and conduct of Owners, Occupants, and Units within the Community and the maintenance and use of the Common Property, consistent with this Declaration, the Bylaws, and the Belk Agreement (while such agreement remains in effect).

Section 1.30 “**Owner**” shall mean and refer to the then record owner, whether one or more Persons, of the fee simple title to any Unit located within the Community at the applicable moment in time, excluding, however, any Mortgagee or other Person holding such interest merely as security for the performance or satisfaction of any obligation, but including Declarant. Each Owner shall be a “Member” of the Association during such Persons ownership of any Unit.

Section 1.31 “**Person**” means any natural person, trustee, corporation, joint venture, partnership (general or limited), association, or other legal entity.

Section 1.32 “**Property**” shall mean and refer to that certain real property and interests therein described in Exhibit “A” attached hereto and such additions thereto as may be made by the Declarant or the Association by a Supplementary Declaration.

Section 1.33 “**Residential Matters**” shall mean all actions, decisions, or issues under this Declaration, the Bylaws, or the rules and regulations of the Association that primarily affect the Residential Units within the Community, including: (a) Common Property maintenance and operations serving principally Residential Units (e.g., residential amenity areas, quiet-hours, pet regulations, parking allocations for residents, move-in/move-out policies, and residential building access); (b) Residential Operating Rules and Standards adopted by the Residential Subcommittee and approved by the Board; and (c) any other matter the Board, in good faith, determines to have a substantially greater impact on Residential Units than on Commercial Units.

Section 1.34 “**Residential Operating Rules and Standards**” shall mean the operational rules, regulations, and policies adopted by the Residential Subcommittee and approved by the Board, governing the operation and use of Residential Units and related Common Property, as the same may be amended from time to time.

Section 1.35 “**Residential Unit**” means any Unit within the Community designated or used primarily for multifamily, senior housing, assisted living, independent living, or other residential purposes, together with all Improvements and appurtenances thereto, as shown on the recorded plats or plans for the Community, and as further described in any Supplemental Declaration.

Section 1.36 “**Successor Declarant**” means any person or entity to whom the Declarant assigns or transfers all, or any part, of its rights, obligations or interests as the Declarant of the Property.

Section 1.37 “**Super Majority Vote**” shall mean the affirmative vote of seventy-five percent (75%) of the Total Voting Interest of the Members as a whole and not merely those present and voting.

Section 1.38 “**Supplementary Declaration**” means an amendment or supplement to this Declaration which subjects all or a portion of Additional Property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

Section 1.39 “**Total Voting Interest**” means the aggregate of all votes entitled to be cast by all Owners within the Community.

Section 1.40 “**Turnover Date**” means the date the Declarant Control Period ends.

Section 1.41 “**Unit**” shall mean any separately platted or legally described portion of the Property intended for development and ownership by a single Owner, exclusive of Common Property.

Section 1.42 “**Voting Unit**” means each increment of one hundred (100) square feet of floor area - GLA for Commercial Units and NRA for Residential Units. If a Unit’s floor area is not an exact multiple of one hundred (100) square feet, the fractional remainder shall be disregarded for voting purposes and the Voting Unit shall be a whole number. For example, if a unit consists of 5,285 square feet, the Voting Units would be equal to 52 (5,285/100 = 52.85 rounded down to 52).

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.1 **Property Hereby Subjected To This Declaration.** The Property shall be held, transferred, sold, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, easements, restrictions, obligations, and rights set forth in this Declaration which shall run with the land. **[Does the Declarant/City want to access a Transfer Fee on future conveyances within the Community – such as 0.5% or 1% of the Purchase Price? At each initial or subsequent conveyance of a Unit from the Declarant or an Owner to a third party, the purchaser shall pay a Capital Contribution to the Association equal to [\$ _____ or one (1) month’s then-current Annual Assessment or X% of the purchase price] for that Unit, to be deposited into reserves of the Association as determined by the Board.]**

Section 2.2 **Additional Property.** Only the Property is hereby made subject to this Declaration. Notwithstanding the foregoing, prior to the Turnover Date, by one (1) or more Supplementary Declarations, Declarant has the right, but not the obligation, to subject all or a portion of the Additional Property to this Declaration, and such Additional Property may include additional lots and Common Property. Declarant reserves the right, in its sole and absolute discretion and without the consent of the Association, the Owners, Occupants, or Mortgagees of any Unit, at any time and from time to time during the pendency of this Declaration, to add and submit any Additional Property to the provisions of this Declaration and to declare any such Additional Property as Common Property so long as the Declarant owns such Additional Property and, to the extent any of the Additional Property is specifically submitted to the terms and provisions of this Declaration by Declarant, then any such Additional Property shall constitute part of the Property. To the extent required by applicable Legal Requirements, Declarant shall receive fair and reasonable consideration for the dedication of any Common Property and no such dedication shall be considered or structured as a gift or private inurement to the Association of such Common Property. Additional Property may be submitted to the provisions of this Declaration by an instrument executed by Declarant in the manner required for the execution of deeds and recorded in the Chancery Clerk Office, which instrument shall be deemed an amendment to this Declaration (which need not be consented to or approved by any Owner, Occupant or Mortgagee of any Unit) and shall (a) refer to this Declaration stating the Instrument Number in the Chancery Clerk Office where this Declaration is recorded, (b) contain a statement that such Additional Property is subject to the provisions of this Declaration, (c) contain a legal description of such Additional Property, and (d) state such other or different

covenants, conditions and restrictions as the Declarant, in its sole discretion, shall specify to regulate and control the use, occupancy and improvement of such Additional Property. In no event shall Declarant be obligated to submit any Additional Property to the provisions of this Declaration or to impose any of the covenants, conditions or restrictions set forth in this Declaration upon any real property owned now or in the future by Declarant and situated adjacent to or in close proximity with the Community. Notwithstanding anything provided in this Declaration to the contrary, (1) the provisions of this Section 2.2 may not be abrogated, modified, rescinded, supplemented or amended, in whole or in part, without the prior written consent of Declarant; and (2) the rights reserved by Declarant pursuant to this Section 2.2 shall not be deemed to inure to the benefit of any transferee or purchaser of the Additional Property or any portion thereof, unless Declarant, in its sole discretion, transfers and conveys to such transferee or purchaser the rights reserved herein by express reference to Section 2.2 of this Declaration.

Section 2.3 Public-purpose Property. Public-purpose property owned by the Declarant within the Community that is (i) dedicated to and accepted by a governmental authority including the City, or (ii) used exclusively for public streets, public rights-of-way or dedicated open public space or dedicated public Improvements as determined by Declarant shall not be considered Property hereunder and Declarant shall have the right to exempt such public-purpose property from this Declaration including any obligation to pay Assessments. The Common Property and all other Units owned by Declarant hereunder for future third-party development purposes shall not be considered public property for purposes of this Declaration.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Membership. Every Person which is an Owner of any Unit that is subject to this Declaration, shall be a member of the Association (“Member”). The foregoing is not intended to include Persons who are an Occupant, Mortgagee or holder of a security interest for the performance of an obligation, and the giving of a security interest shall not terminate the Owner’s membership. No Owner, whether one or more persons, shall have more than one membership per Unit owned. In the event of multiple Owners, votes and rights of use and enjoyment shall be as provided herein. Ownership of a Unit shall be the sole qualification for membership, which shall be appurtenant to and may not be separated from such ownership of such Unit. The rights and privileges of membership, including the right to vote, may be exercised as set forth in the Bylaws.

Section 3.2 Declarant Control Period. Until the earlier to occur of (a) the date the City no longer owns any portion of the Property, or (b) the date on which Declarant records a statement in the Chancery Clerk Office terminating all further rights, responsibilities or obligations of Declarant of any kind whatsoever under this Declaration (except as an Owner of Unit(s) by Declarant, if applicable) (the “Declarant Control Period”), Declarant shall have the right to: (i) appoint or remove any member or members of the Board or ARC or any officer or officers of the Association; (ii) make all decisions as contemplated under any and all of the Community Documents; (iii) amend this Declaration without the consent of any Owner, Occupant or Mortgagee; and (iv) submit additional property to this Declaration by filing a Supplementary Declaration. At any time, the Declarant may surrender in writing its right to appoint and remove directors and officers of the Association, but such surrender shall not extinguish or terminate the Declarant Control Period and Declarant shall retain all other rights granted to the Declarant during the Declarant Control Period unless expressly terminated by the Declarant in writing. In addition, during the Declarant Control Period, the Declarant shall have control over the ARC including appointment and removal of its members and establishment of any guidelines or rules unless relinquished earlier in writing. Until the Turnover Date, only the Declarant shall be entitled to elect and remove Association directors and officers (other than the Commercial Director and the Residential Director) and members of the ARC. The rights, obligations, interests and privileges of the Declarant hereunder are separate and independent of any

rights, duties, obligations, liabilities, interests or privileges of the Board or the Association or of any Owner hereunder. For avoidance of any doubt, in the event that the Declarant is also an Owner, the rights, obligations, interests and privileges of Declarant are distinct, separate and stand apart from those of an Owner. Prior to the Turnover Date, the Declarant may assign or transfer all, or any part, of its rights, obligations, interests or privileges as the Declarant hereunder to a Successor Declarant including an agency or affiliate of the City.

Section 3.3 Voting.

(a) Control During Declarant Control Period. The Association shall be controlled by Declarant during the Declarant Control Period as provided in Section 3.2.

(b) Membership Class; Weighted Voting by Unit Area. From and after the Turnover Date, there shall be a single class of membership. Each Owner's voting power shall be weighted by the floor area of its Unit(s) owned by such Owner within the Community. Each Owner including Declarant is entitled to one (1) vote for each Voting Unit of floor area owned. In the event that no Improvements have yet been completed on any Unit, such Owner shall be deemed to have seventy-five (75) Voting Units per Unit owned until completion of such Improvements. An Owner's votes shall be aggregated across all Units owned anywhere within the Community, whether in one or more buildings or parcels. Unless otherwise stated actions requiring Member approval shall be determined by the affirmative vote of Members entitled to cast more than fifty percent (50%) of the votes represented at a meeting where a quorum is present.

(c) Verification and Updates. Determination of floor area and vote allocations shall be based on as-built architect certifications, certificates of occupancy, or other evidence acceptable to the Board. In a phased development or upon annexation of Additional Property, the Board shall update Total Voting Interest and each Owner's votes as additional Units are completed or certified, with reasonable interim allocations and later true-ups. The Board's determination of floor area shall be final and determinative for all purposes hereunder.

(d) Component-Specific Votes. On Commercial Matters, only Owners of Commercial Units shall be entitled to vote, each Owner casting its vote(s) in accordance with its Voting Unit(s). On Residential Matters, only Owners of Residential Units shall be entitled to vote, each Owner casting its vote(s) in accordance with its Voting Unit(s). If any action or issue constitutes both a Commercial Matter and a Residential Matter, or affects both Commercial Units and Residential Units in a substantial or mixed way, the Board may (i) submit the portions of such matter to the respective Commercial and Residential Members for decision on their component issues, or (ii) submit the matter to all Members for a vote by the entire Membership, weighted in accordance with the votes established in this Section. The Board shall make all determinations of whether an action or issue constitutes a Commercial Matter or Residential Matter in good faith and such determination by the Board shall be final and determinative for all purposes hereunder.

(e) Procedure. Fractional votes shall not be permitted. Owner meetings may be held in person or by electronic means that allow contemporaneous participation by all Members choosing to participate. Any Person may be appointed as the proxy of a Member by written appointment delivered to the Secretary of the Association, either in person, in writing, or by electronic means available before or at the meeting at which the vote is to be exercised. Proxies may be revoked at any time in writing delivered in person, in writing, or by electronic means to the Secretary of the Association, and shall not, under any circumstance, be valid for more than three (3) years from the date of execution. Unless otherwise expressly provided in this Declaration, all matters requiring a vote of the Members shall be approved by the affirmative vote of Members

entitled to cast a majority of the Total Voting Interest represented in person or by proxy at a duly called annual or special meeting where a quorum is present. A quorum shall consist of Members entitled to cast at least thirty-five percent (35%) of the Total Voting Interest on the matter and during the Declarant Control Period must also include a representative of Declarant. Provided, however, unless fifty percent (50%) or more of the Total Voting Interest is represented in person or by proxy, only the matters described in the meeting notice may be acted upon. Notice of any meeting of the Members shall be given as prescribed by the Board and in accordance with the Bylaws.

(f) Prior to the Turnover Date, Declarant may request input and a vote of the Members at a meeting for informational and advisory purposes only with respect to any matter or subject as may be determined by Declarant.

Section 3.4 Association as Successor Declarant. On the Turnover Date, the Association shall succeed to all of the duties and responsibilities of the Declarant under this Declaration. The Association shall not, however, succeed to any easements or rights of the Declarant or others reserved in the Community Documents or pertaining to any other real property adjacent to the Property which is owned by the Declarant, its transferees or assigns, if any.

Section 3.5 Board of Directors; Subcommittees; Procedure.

(a) From and after the Turnover Date, the Association shall be controlled by the Board. The Board shall consist of five (5) directors: three (3) appointed and removable by the City, one (1) appointed by the Commercial Subcommittee, and one (1) appointed by the Residential Subcommittee. The City's right to appoint a majority of the Board shall continue after the Declarant Control Period and may not be altered or modified without the express written consent of the City which may be withheld, conditioned or delayed in the City's sole and absolute discretion. The Board subject to approval by Declarant during the Declarant Control Period may establish committees or subcommittees to serve in such capacity as designated by the Board or Declarant from time to time, including the ARC, the Commercial Subcommittee and the Residential Subcommittee.

(b) Commercial Subcommittee.

(i) *Membership and Voting.* The Commercial Subcommittee shall consist of one representative for each Owner of any Commercial Unit and the Declarant during the Declarant Control Period. Voting within the Commercial Subcommittee shall be weighted by each Owner's aggregate number of Voting Units of GLA owned throughout the Community. The Commercial Subcommittee shall appoint and may remove its director to the Board (the "Commercial Director") by majority of its weighted votes.

(ii) *Scope of Authority.* The Commercial Subcommittee may propose and adopt Commercial Operating Rules and Standards applicable to all Commercial Units within the Community. Such rules are presumed valid unless the Board determines that they: (1) conflict with this Declaration or law; (2) conflict with the Belk Agreement, (3) materially burden Common Property; or (4) materially impair Residential Units' use or quiet enjoyment.

(c) Residential Subcommittee.

(i) *Membership and Voting.* The Residential Subcommittee shall consist of one representative for each Owner of any Residential Unit and the Declarant during the Declarant Control Period. Voting within the Residential Subcommittee shall be weighted by each Owner's aggregate number of Voting Units of NRA owned throughout the Community. The Residential Subcommittee shall appoint and may remove its director to the Board (the "Residential Director") by majority of its weighted votes.

(ii) *Scope of Authority.* The Residential Subcommittee may propose and adopt Residential Operating Rules and Standards applicable to all Residential Units throughout the Community. Such rules are presumed valid unless the Board determines that they: (1) conflict with this Declaration or law; (2) conflict with the Belk Agreement (3) materially burden Common Property; or (4) materially impair Commercial Units' use or quiet enjoyment.

(d) *Terms; Vacancies; Meetings.* Directors serve staggered three-year terms (or as set forth in the Bylaws) and need not be Owners or Occupants. Vacancies are filled by the appointing authority for that seat (City or Subcommittee). Board meetings may be held in person or by telephonic/electronic means allowing contemporaneous participation. A majority of directors in office constitutes a quorum. Board action requires a majority of directors present at a meeting with a quorum. Limited director proxies are permitted. A director may be appointed as the proxy of another director in writing or by any other electronic means available before or at the Board meeting at which the vote for which the proxy is being exercised. Any such proxy designation shall only be valid for and shall constitute attendance by the absent director at the specific Board meeting so designated.

ARTICLE IV **ASSESSMENTS**

Section 4.1 Purpose of Assessment. The Assessments provided for herein shall be used for the general purposes of promoting the health, safety, welfare, and common benefit of the Owners and Occupants of the Community; maintaining, repairing, replacing, operating, and insuring the Common Property; and funding the operations, obligations, and reserves of the Association. The Board shall determine the amount and allocation of all Assessments in accordance with this Article.

Section 4.2 Authority to Levy Assessments. Each Owner of a Unit, by acceptance of its ownership covenants and agrees to pay the Assessments as levied by the Board. All Assessments shall be levied by the Board, acting on behalf of the Association. The Board, together with Declarant during the Declarant Control Period, shall have the right and power to: (a) adopt the annual budget and determine the amount of the Annual Assessments; (b) levy Special Assessments as provided herein; and (c) levy Specific Assessments applicable to one or more particular Units. The Commercial Subcommittee and Residential Subcommittee shall each have the right to review and recommend component-specific budgets and assessment sub-rates for their respective portions of the Community, but such recommendations shall not be effective unless and until approved by the Board. All Assessments shall be payable by each Unit Owner to the Association and collected by the Association in its name.

Section 4.3 Type of Assessments.

(a) *Annual Assessments.* The "Annual Assessment shall fund the ordinary expenses of the Association, including routine maintenance, repair, and replacement of the Common Property, insurance premiums, professional fees, utilities, and administrative costs. The Annual Assessment shall also include contributions to one or more reserve funds established under Section

4.10 for the periodic repair, replacement, or reconstruction of Common Property improvements, capital items, and any other assets of the Association requiring long-term maintenance or replacement.

(b) Special Assessments. The Board may levy "Special Assessments" to defray, in whole or in part, the cost of any capital improvement, major repair, or unbudgeted expense. The Board shall determine whether such Special Assessments shall be paid in a lump sum or in installments and may provide that such installments extend beyond the calendar year in which imposed. The Board may levy Special Assessments in any year so long as the total amount of Special Assessments allocable to each Unit to be paid during that calendar year does not exceed the greater of \$_____ per Unit (as adjusted annually by the CPI Index) or ten (10) times the amount of the current Annual Assessment in any one (1) calendar year. Any Special Assessment which would cause the amount of Special Assessments allocable to any Unit for the applicable calendar year to exceed this limitation shall be effective only if approved by a Majority of the Total Voting Interest of Owners entitled to vote thereon and, during the Declarant Control Period, the consent of Declarant. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the calendar year in which the special assessment is imposed. Notwithstanding the foregoing, the Board may exceed such limits without a vote of the Owners to the extent reasonably necessary to address imminent threats to health or safety or to comply with Legal Requirements.

(c) Specific Assessments. The Board may levy a "Specific Assessment" against one or more particular Owners for: (i) costs incurred by the Association as a result of a default by the Owner or its Occupant hereunder; (ii) costs incurred by the Association to perform maintenance, repair or clean up that is the responsibility of such Owner under this Declaration; (iii) damage to the Common Property caused by such Owner, its Occupants, or invitees; or (iv) expenses, services, or Improvements that benefit less than all Owners or provide unequal benefits, allocated equitably according to the benefit received. The Board shall have the power to specifically assess a particular group of Owners pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. The Board may specifically assess Owners for the following expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

(i) Expenses, services, or Improvements of the Association which benefit less than all of the Owners may be specifically assessed equitably among all of the Owners which are benefited according to the benefit received.

(ii) Expenses, services, or Improvements of the Association which benefit all Owners, but which do not provide an equal benefit to all Owners, may be specifically assessed equitably among all Owners according to the benefit received.

Section 4.4 Allocation and Basis of Assessments. All Assessments shall be allocated among the Owners in a fair and equitable manner as determined by the Board, as follows:

(a) Commercial Units: Annual and Special Assessments shall be calculated at a rate per square foot of Gross Leasable Area (GLA) of each Unit, as determined by the Board. To the extent an Owner of a Commercial Unit has either not commenced or completed construction of

Improvements on such Commercial Unit, the Board may assess such Owner based on the total GLA set forth on the approved site plan (final or preliminary) for development of such Commercial Unit including any future phases.

(b) Residential Units: Annual and Special Assessments shall be calculated at a rate per square foot of Net Rentable Area (NRA) of each Unit, as determined by the Board. To the extent an Owner of a Residential Unit has either not commenced or completed construction of Improvements on such Residential Unit, the Board may assess such Owner based on the total NRA set forth on the approved site plan (final or preliminary) for development of such Residential Unit including any future phases.

(c) Specific Assessments. Specific Assessments shall be allocated among the Unit or Units directly benefited or responsible for the expense giving rise to the Assessment, in such amounts as the Board reasonably determines to be equitable under the circumstances. If a Specific Assessment benefits fewer than all Owners but affects multiple Units, the Board may allocate such costs proportionately by GLA for Commercial Units and NRA for Residential Units, or by any other reasonable measure of benefit, as the Board deems appropriate.

The Board may establish different rates for Commercial Units and Residential Units to reflect differences in the nature, intensity, or cost of services, or to allocate component-specific expenses including recommendations from the Subcommittees. The Board may adjust the rates or adopt sub-rates (e.g., hospitality, medical) as part of the annual budget process. For avoidance of doubt, the Board is expressly authorized to allocate any portion of the Annual Assessment and any Special Assessment between Commercial Units and Residential Units in a fair and equitable manner, as determined by the Board in its good-faith business judgment.

Section 4.5 Creation of Lien and Personal Obligation for Assessments. All Assessments, together with late charges, interest at a rate equal to the lesser of ten (10%) percent or the maximum lawful rate, costs, and reasonable attorneys' fees actually incurred shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each Assessment is made. Each such Assessment, together with late charges, interest, costs, and reasonable attorneys' fees actually incurred, shall also be the personal obligations of the Owner of such Unit at the time the assessment fell due. Each such Owner shall be personally liable for their portion of each Assessment coming due while they are the Owner of a Unit, and their grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance of the Unit.

Section 4.6 Budget; Levy of Assessments.

(a) Preparation of Budget. During the Declarant Control Period, the Declarant shall prepare a budget of the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve contribution. Upon expiration of the Declarant Control Period, the Board shall prepare the annual budget.

(b) Adoption and Adjustment. Assessments, based upon the budget, shall be levied against each Unit for the following year to be delivered to each Owner prior to the end of the current calendar year. If the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the current year shall continue for the succeeding year.

(c) Collection. The Board may require Assessments to be paid annually, semiannually, quarterly, or monthly, as it deems appropriate.

Section 4.7 Special Assessments. In accordance with Section 4.3(b), the Board may levy Special Assessments in any year. Special Assessments shall be due and payable as determined by the Board, and the Board may permit special assessments to be allocated to and payable in installments extending beyond the calendar year in which the special assessment is imposed.

Section 4.8 Lien for Assessments. All sums assessed against any Unit, together with late charges, interest, costs, and reasonable attorneys' fees actually incurred, as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such property, except for (a) liens of ad valorem taxes; and (b) liens for all sums unpaid on a first Mortgage recorded in the Chancery Clerk Office prior to the date that the Assessment sum became past due. All other Persons acquiring liens or encumbrances on any property subject to this Declaration after this Declaration shall have been recorded in the Chancery Clerk Office shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 4.9 Effect of Nonpayment of Assessments; Remedies of the Association.

(a) **Delinquent Assessments.** Any Assessment (or installment thereof) not paid when due shall be delinquent, and the Owner shall be in default. The Board shall set the due date for all Assessments. From the due date until paid in full, the delinquent amount shall bear interest at a rate equal to the lesser of ten (10%) percent or the maximum lawful rate and may be subject to a late charge in such amount as the Board establishes from time to time. The Association may also assess reasonable administrative/collection charges, including returned-payment fees. Each delinquent Assessment, together with interest, late charges, costs of collection and reasonable attorneys' fees actually incurred, shall be a continuing personal obligation of the Owner and a charge against the Unit secured by the Association's lien as provided in this Declaration. Unless the Board provides otherwise, any sums received shall be applied in the following order: (i) costs of collection (including attorneys' fees), (ii) late charges, (iii) accrued interest, and (iv) principal of the Assessment due. No Owner may avoid or be excused from liability for Assessments by non-use of Common Property or by abandonment or lease of the Owner's Unit.

(b) **Remedies for Non-Payment.** Upon default in payment of any Assessment, and without limiting any other remedy provided in this Declaration or by law or in equity, the Association (acting through the Board) may, singly or cumulatively:

(i) Accelerate the remaining installments of any Assessments so that the entire unpaid balance for the current calendar year becomes immediately due and payable;

(ii) Bring an action at law against the Owner personally obligated to pay the Assessment to recover all sums due, together with interest, late charges, costs, and reasonable attorneys' fees actually incurred; and/or

(iii) Foreclose the Association's lien securing the Assessment in the manner of a real-estate mortgage under Mississippi law (or, where applicable by statute, by power-of-sale procedure), and at such sale the Association may credit-bid and acquire title, and thereafter hold, lease, mortgage or convey the Unit. Acceptance of partial payments shall not constitute a waiver of acceleration or of any other remedy unless expressly so stated by the Association in writing.

(iv) All remedies are cumulative and concurrent and are to the maximum extent permitted at law or in equity.

Section 4.10 Date of Commencement of Assessments. The Assessments provided for herein shall commence upon conveyance of each Unit by Declarant to a third-party Owner. Annual assessments shall be prorated as of the date of conveyance based on a calendar year beginning January 1 of said year. In addition to the prorated Annual Assessment, at each closing of the sale of a Unit (including the sale of a Unit from the Declarant to a third-party and each subsequent sale of the Unit), the purchaser shall pay to the Association a reserve contribution in an amount equal to the full amount of the Annual Assessment or as otherwise established by the Board (the "Reserve Contribution"). Notwithstanding the foregoing, the Declarant and any and all Units owned by Declarant shall be exempt from the payment of any Assessments due hereunder until the Unit has been conveyed by Declarant to a third-party.

Section 4.11 Budget Deficits During Declarant Control. During the Declarant Control Period, to the extent allowed by applicable Legal Requirements, Declarant may, but shall not be obligated to: (i) loan funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital expenditures and reserve accounts), and the sum of the Annual, Special and Specific Assessments collected by the Association in any calendar year, and such loans shall be evidenced by promissory notes from the Association in favor of the Declarant; or (ii) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local area of the Community.

Section 4.12 Loans from Declarant. To the extent allowed by applicable Legal Requirements, Declarant may, but shall in no way be required to, loan money to the Association and/or advance funds for any Association Expenses. The Association shall account for such loans/advances on an annual basis. At that time, the Association's officers shall execute a note in favor of Declarant with simple interest at a per annum rate equal to two percent (2%) above the prime rate of interest shown in the *Money Rates* section of *The Wall Street Journal* on the date such loan or advance is made.

Section 4.13 Municipal Declarant Carveout. Notwithstanding anything to the contrary, if Declarant is a municipality or public entity, the City shall not loan funds to the Association under Section 4.11 and 4.12 except as expressly authorized by applicable Legal Requirements and expressly approved by the City's governing body. In no event shall the City provide any type of guarantee or assurance of any type and shall not otherwise lend its credit in any manner to the Association.

Section 4.14 Exempt Property. The following property shall be exempt from Assessments:

- (a) all property owned by the City or any Successor Declarant until such Unit has been conveyed by the City or Successor Declarant to a third-party;
- (b) all property dedicated to and accepted by any governmental authority or public utility, including public schools, public streets, public parks, public museums, roads, rights-of-way, streets and easements; and
- (c) all property owned by non-profit organizations dedicated to land preservation, or conservation; provided, however, the availability of the exemption for such non-profit organizations is contingent upon prior approval by the Board.

Section 4.15 Association's Assignment of Assessment Rights. During the Declarant Control Period, the Declarant, and thereafter the Board, may assign to a regulated financial institution the Association's rights to receive payments of Assessments (including Special and Specific Assessments) from Owners, together with the right to enforce the collection of such Assessments by exercising the

Association's authority under this Declaration to impose and foreclose the Association's lien against any Unit for nonpayment. Any such assignment may be for security or collection purposes and shall not relieve the Association of obligations under this Declaration. The Board may direct Owners to remit Assessments to the financial institution or its agent in accordance with the assignment.

Section 4.16 Association's Grant of Power of Attorney. During the Declarant Control Period, the Declarant, and thereafter the Board, may grant a limited power of attorney to a regulated financial institution for the specific purpose of enforcing the right to collect Assessments by exercising the Association's remedies under this Declaration, including the recording of notices, the filing of suit, and the foreclosure of the Association's lien in accordance with Mississippi law. Any such power of attorney shall be limited in scope to collection and enforcement of Assessments and shall not authorize the financial institution to convey or encumber Common Property, amend this Declaration, or exercise governance powers reserved to the Declarant, Board or the Association.

Section 4.17 Reserves.

(a) Establishment and Purpose. The Board shall establish and maintain one or more reserve funds to provide for the repair, replacement, or reconstruction of Common Property improvements and other Association capital items with a determinable useful life, and to promote financial stability and reduce the need for Special Assessments.

(b) Component-Specific Reserves. The Board may maintain separate reserve accounts or schedules for Commercial Units and/or Residential Units so that reserve contributions are proportionate to anticipated component expenses. The Commercial and Residential Subcommittees may submit recommendations, but all reserve decisions and collections shall be made by the Board.

(c) Funding and Investment. Reserve contributions shall be included in the Annual Assessment and allocated as provided in Section 4.4. Reserve funds shall be deposited in accounts that are insured or otherwise secure, and may be invested in conservative, interest-bearing instruments as permitted by law and approved by the Board.

(d) Expenditures; Reallocation. Expenditures from reserves shall be used only for their intended purposes unless approved by the Members and the Board. The Board may adjust reserve funding levels from time to time, including based on professional reserve studies or other analyses.

ARTICLE V
MAINTENANCE: CONVEYANCE OF COMMON PROPERTY
BY DECLARANT TO ASSOCIATION

Section 5.1 Association's Maintenance Responsibility. The Association shall maintain, repair, and keep in good condition the Common Property, including all open space, landscape areas, streetscapes, sidewalks, lighting, irrigation systems, stormwater facilities, signage, and other improvements or facilities located thereon that are not maintained by a public authority or utility. The Association may also maintain areas within public rights-of-way, entrance monuments, perimeter fencing, or other improvements that the Board determines benefit the Community and are not maintained by a governmental entity. The cost of such maintenance shall be a common expense funded by Assessments.

Section 5.2 Owner's Maintenance Responsibility.

(a) General Duty. Each Owner shall, at the Owner's sole cost and expense, maintain its Unit and all Improvements thereon (whether within or exterior to structures) in a clean, safe,

sanitary and attractive condition and in good order and repair, consistent with the Community-Wide Standard, the Design Guidelines and all Legal Requirements.

(b) Scope. Owner maintenance includes Units, Improvements (exterior and interior structural components), façades, lighting, glazing and storefronts, roofs and roof drainage, foundations; paving, drives, parking lots, curbs and gutters, loading and service areas; sidewalks running through or along the Unit; striping, wheel stops and traffic control devices; refuse and grease areas and enclosures; mechanical, electrical, plumbing and life-safety systems serving the Unit; screening of rooftop and ground equipment of all types (including HVAC, trash receptacle and pool equipment); site lighting within the Unit; landscape beds and plant material within the Unit, trees, turf and irrigation; exterior artwork, monuments, fountains or water features; signage and sign cabinets; fences and walls; removal of snow/ice, storm debris and other trash and debris from the Unit; and retention, detention or storm water facilities (if applicable). For clarity, such maintenance obligation shall include the following: prompt removal of all litter, trash, refuse, and waste; lawn mowing and edging on a regular basis; tree and shrub pruning; tree removal and replacement within thirty (30) days due to death, disease or nuisance or as directed through notification by the Board or ARC for one of the aforementioned reasons; watering landscaped areas; keeping Improvements and exterior lighting in good repair and working order; keeping lawn and garden areas alive, free of weeds, and attractive; keeping driveways and parking areas in good repair; complying with all governmental health and police requirements; and repair of exterior damages including ordinary wear and tear to Improvements.

(c) Design / Approvals. All maintenance, repair, replacement or alteration that affects the exterior appearance of any Improvement shall comply with the Design Guidelines and any requirements of the ARC.

(d) Failure to Maintain; Self-Help. If an Owner fails to perform required maintenance, repair or replacement after written notice from the Association and a reasonable opportunity to cure, the Association shall have the right, but not the obligation, to enter the Unit (upon reasonable notice, or immediately in an emergency), perform the work, and levy a Specific Assessment against the Unit for all costs, together with administrative charges and reasonable attorneys' fees actually incurred.

(e) Inspections. The Association may conduct periodic inspections, on reasonable notice, to verify compliance with this Section and the Community-Wide Standard.

(f) No Limitation. These duties are in addition to, and not in lieu of, any obligations imposed elsewhere in this Declaration, the Design Guidelines, leases, or Legal Requirements.

Section 5.3 Standards for Maintenance. All maintenance required by this Article shall be performed in a good and workmanlike manner, using first-class materials appropriate to the setting, and shall comply with the Design Guidelines, Community-Wide Standard, and all Legal Requirements, including accessibility, fire/life-safety and environmental regulations. The Board may adopt maintenance rules and schedules (e.g., minimum mowing cycles, seasonal color, pruning schedules, pressure-washing cadence, repainting intervals, lighting output and hours) applicable Community-wide or to particular areas.

Section 5.4 Party Walls and Party Fences. Each wall or fence constructed on the boundary line between two (2) adjoining Units shall constitute a party wall or party fence, and, to the extent not inconsistent with this Section, the general rules of law regarding party walls and fences and liability for property damage due to negligence or willful acts or omissions shall apply. No party wall or fence shall be constructed in a manner that interferes with any drainage easement or utility easement shown on a recorded

plat. No fence, wall, or fencing-type barrier of any kind shall be placed, erected, or maintained on any portion of the Community without the prior written consent of the ARC. The cost of reasonable repair and maintenance of any party wall or party fence shall be shared equally by the Owners who use it. If any such wall or fence is damaged or destroyed through the act or neglect of one Owner, its Occupants, or invitees, that Owner shall bear the entire cost of repair or replacement. If an Owner fails to repair promptly, the adjacent Owner or the Association may do so and recover the cost from the defaulting Owner as a Specific Assessment.

Section 5.5 **Maintenance of Easement Areas.** The Association shall maintain all easement areas designated on recorded plats or plans for drainage, access, signage, or utilities unless a recorded instrument assigns such responsibility to a public authority, utility, Declarant, or Owner. Each Owner shall maintain portions of any easement area located within its Unit that serve only that Unit. If the responsible party fails to maintain an easement area, the Association may perform the work and levy a Specific Assessment against the benefited or responsible Unit(s).

Section 5.6 **Conveyance of Common Property by Declarant to Association.** The Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other real property interest which is or may be subjected to the terms of this Declaration. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Property to be maintained by the Association for the benefit of all or a part of its Members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section. The Declarant may place conservation restrictions or easements on Common Property prior to conveying it to the Association, regardless of whether or not the restriction is in place before the recording of a plat referencing "Common Area." Thereafter, the Declarant shall have no further responsibility or obligation of any kind with respect to such Common Property actually conveyed to the Association. The Common Property shall be used only for its intended purposes. Private open areas, areas for artwork, monuments, fountains or similar structures and any detention facility areas are shown on the plat and limited to such uses and are not an extension of any Unit. The Association shall accept such transfer or conveyance of Common Property from the Declarant.

Section 5.7 **Right of Entry for Maintenance or Emergency.** The Association and its agents shall have an irrevocable right and easement, exercisable upon reasonable notice (except in emergencies), to enter any Unit for the purpose of (i) performing maintenance, repair, or replacement for which the Association is responsible but which affects the Unit; (ii) correcting or abating a condition that violates this Declaration, the Design Guidelines, or applicable law; or (iii) addressing an emergency threatening persons or property. Costs that are the Owner's responsibility shall be levied as a Specific Assessment. Entry shall not constitute trespass and shall be exercised to minimize interference with business or residential operations to the extent commercially reasonable.

Section 5.8 **No Waiver of Obligations.** No Owner may avoid or be excused from maintenance obligations or liability for Assessments by abandonment or lease of a Unit or by non-use of the Common Property. Failure of the Association or any Owner to enforce a maintenance obligation shall not constitute a waiver of the right to enforce it thereafter.

ARTICLE VI

USE RESTRICTIONS AND RULES

Section 6.1 **General.** The Board may from time to time adopt, amend, and repeal reasonable rules and regulations (including Commercial Operating Rules and Standards and Residential Operating Rules and Standards) to implement this Article and to protect the health, safety, welfare, and quiet enjoyment of the Community. Such use restrictions and rules shall be distributed to all Owners and

Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified in a regular or special meeting by a Super Majority of the Total Voting Interest and, during the Declarant Control Period, the consent of Declarant. These use restrictions may only be amended in the manner provided in Section 11.4 regarding amendment of this Declaration. All leases or rights of occupancy of any portion of a Unit shall require, without limitation, that the Occupant acknowledge receipt of a copy of this Declaration and the Operating Rules of the Association and shall also obligate the Occupant to comply with the foregoing.

Section 6.2 General Use Standards: The following shall apply to all Units in the Community:

(a) Compliance. No use may violate this Declaration, the Design Guidelines, the Operating Rules, or Legal Requirements. No use shall constitute a "Prohibited Use" as listed in Section 6.8.

(b) Nuisance. No noxious, offensive, or hazardous activity shall be carried on within the Community, nor shall anything be done or permitted to emit offensive odors, noise, vibration, dust, smoke, or light that unreasonably disturbs adjacent Owners or Occupants. The Board may determine, in its reasonable discretion, what constitutes a nuisance or offensive condition and may adopt Operating Rules specifying maximum noise levels, determining appropriate levels for artificial light including the extent of light pollution, light diffusion and light dampening, hours of operation, and other standards to mitigate adverse impacts.

(c) Hazardous Materials. No Owner or Occupant shall generate, store, treat, or dispose of any hazardous or regulated substances except in strict compliance with Legal Requirements and in quantities customarily associated with its permitted use. Any spill or release must be remediated promptly at the responsible Owner's expense. The Association may undertake cleanup and assess all related costs as a Specific Assessment.

(d) Temporary Structures. No trailer, tent, storage container or pod, shed or similar outdoor or temporary structure shall be erected or maintained on any Unit without prior written approval of the ARC, except during active construction approved by the ARC or in emergencies. All construction and staging areas must be kept in a neat, clean and orderly condition, free from debris and erosion.

(e) Outdoor Activities. Outdoor events, performances, or other activities visible or audible from outside a Unit shall comply with the Operating Rules. The Board may limit hours, sound levels, and crowd sizes and may require security, cleanup deposits, or insurance to protect the Common Property and adjacent Owners. Fire-pits, barbecues, grills or open-flame devices shall comply with Legal Requirements and fire-code restrictions and may be limited to designated areas and are prohibited on balconies. The Common Property shall not be considered public property of the City for purposes of outdoor activities or otherwise.

(f) Utilities and Building Systems. Owners shall cooperate in the maintenance and inspection of shared utility lines, storm-water systems, and other common infrastructure. No overhead utility lines, including lines for television or internet, shall be permitted within the Community, except for temporary lines as required during construction and approved by the ARC and the Board. No Owner shall overload or tamper with such systems or deny the Association or utility access for inspection or repair. All rooftop or outdoor equipment, including swimming pool pumps, filters and related equipment, irrigation pumps and equipment, air conditioning

compressors, HVAC equipment and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property.

(g) Refuse/Grease. All Units shall store trash, recyclables, grease, and waste only in screened enclosures approved by the ARC. Pick-up shall occur only during times and at locations specified by the Operating Rules. Owners are responsible for cleaning all trash receptacle areas, grease spills or leaks immediately. The Association may remediate any unaddressed issue and recover costs as a Specific Assessment.

(h) Animals. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit, with the exception of dogs, cats, or other usual and common household pets or approved service or assistance animals in reasonable number, as determined by the Board; provided, however, those pets which are permitted to roam free, or in the sole discretion of the Board, endanger health, make objectionable noise (including barking dogs), or constitute a nuisance or inconvenience to the Association members or Occupants or the owner of any property located adjacent to the Community may be ordered to be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs or service or assistance animals which are household pets shall at all times whenever they are outside a Residence be on a leash or otherwise confined in a manner acceptable to the Board. Owners shall be responsible for waste clean-up of their pets. For avoidance of doubt, in making any determinations regarding service or assistance animals, the Board shall comply with applicable Legal Requirements. Without prejudice to the Board's right to remove any such household pets which are subject to removal pursuant to this Section. No household pet that has caused damage or injury may be walked in the Community. Animal control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed and inoculated as required by law.

(i) Signs. No sign of any kind shall be erected by an Owner or Occupant within the Community without the prior written consent of the ARC. Notwithstanding the foregoing, both the Declarant, and the Board shall have the right to erect reasonable and appropriate signs, and "For Sale" and "For Rent" signs consistent with the Community-Wide Standard may be erected upon any Unit. The provisions of this Section shall apply to any Mortgagee who becomes the Owner of any Residence as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or a Mortgagee as transferee pursuant to any proceeding in lieu thereof.

(j) Holiday Decorations. Christmas and other holiday lights and decorations may be displayed on the exterior of Improvement or within the outside area of any Unit only during the period beginning forty-five (45) days prior to and ending fifteen (15) days after such holiday and they must be removed at the expiration of such period. The method and means of installation of such lights and decorations shall be only as established or permitted by the ARC. The ARC may from time to time reasonably alter the time period for allowed holiday decorations.

(k) Tree Removal. No trees shall be removed without the express consent of the Declarant or Board or their respective designee, except for (a) diseased or dead trees; (b) trees needing to be removed for safety reasons; or (c) trees in the immediate location of building approved by the ARC. Any tree(s) removed for death or disease must be replaced within thirty (30) days by a similar like, kind and size of tree(s) such as in the Community.

(l) No Hunting, Firearms or Archery Use Permitted. No hunting, training or other use of air rifles, air pistols, firearms, bows, arrows or other archery equipment, spears, blowguns or similar devices shall be permitted or conducted by any Owner, or by any Owner's guests, tenants

or invitees, at any time on any Unit or any other portion of the Community or the Property, including the Common Property.

(m) Mailboxes. Only approved mailboxes shall be installed in the Community. Each mailbox must be the designated model or approved of the ARC. The intent is for the Community to have a harmonious and consistent look.

(n) Outdoor Structures and Amenities. No outdoor structures, amenities or improvements, including solar panels, windmills or energy collection equipment, swimming pools, jacuzzi or hot tubs, sports courts, outdoor sporting equipment and play sets, exterior artwork, sculptures, monuments, fountains or water features, or other similar outdoor amenities, equipment or structures shall be constructed, erected, installed, altered, placed or permitted on any Unit unless they are an integral and harmonious part of the architectural design of the Improvements of such Unit and only with prior written permission of the ARC as determined in its sole discretion. No exterior antennas of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Residence without the prior written consent of the ARC and if permitted any such antenna must comply with any rules and regulations promulgated by the Board relating thereto. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of an outdoor antenna or similar device could be the most cost-effective way to transmit or receive the signals sought to be transmitted or received.

(o) Window Coverings. All window coverings or window treatments shall be a harmonious part of the architectural design of the Improvements of such Unit, shall be consistently applied throughout the Unit and are subject to the prior written permission of the ARC as determined in its sole discretion. No Aluminum foil on windowpanes, mirrored or reflective glass is allowed.

(p) Unightly or Unkempt Conditions. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community. All maintenance of outdoor space and yards within a Unit shall be the responsibility of such Owner. In the event that the Board or ARC determines that a yard is unsightly or unkempt, the Owner shall be given written notice of noncompliance and demand for compliance. If Owner fails to comply the Board may assess a fine and/or bring the yard into compliance at the Owner's expense.

Section 6.3 Commercial Units – Use and Operations.

(a) Permitted General Commercial Uses. Retail, restaurant, service, office, medical, entertainment, hospitality including hotel, fitness, and other customary commercial uses are permitted within Commercial Units, subject to the Operating Rules, approval of the ARC, and Legal Requirements.

(b) Operating Impacts. All Commercial Units shall be operated in a manner consistent with good business practice and with due regard for adjacent Residential Units. Restaurants and food-service uses shall comply with trash, grease-trap, exhaust, and odor-control standards; entertainment uses shall comply with sound-control standards; and medical uses shall comply with health and privacy laws.

(c) Hours; Events. The Board may adopt or approve operating hours and special-event protocols to minimize conflict with residential uses, including restrictions on amplified music, outdoor dining hours, and event frequency. Commercial Occupants shall provide advance notice to the Association of any major event exceeding thresholds established in the Operating Rules.

(d) Loading/Service. All loading, deliveries, and service operations for any Commercial Unit shall occur only in areas specifically designated for such purposes on the approved site plan or as otherwise approved in writing by the ARC and in compliance with the Operating Rules. No loading, delivery, or service activity shall block or materially interfere with fire lanes, access drives, pedestrian walkways, or parking areas serving other Units or the Common Property. The Board may establish and enforce delivery windows, routing, vehicle size limits, staging areas, and noise or idling restrictions. Damage caused by delivery or service vehicles shall be repaired promptly by the responsible Owner or may be repaired by the Association with costs assessed as a Specific Assessment.

(e) Signage and Storefronts. All signage, awnings, and storefront modifications shall comply with the Design Guidelines and be approved in writing by the ARC. Signs must be professional in appearance, maintained in good repair, and illuminated only as permitted by the Operating Rules and Legal Requirements. No off-premises or flashing signage is permitted.

(f) Outside Sales/Displays. No Owner or Occupant of any Commercial Unit shall conduct or permit outside sales, displays, kiosks, tents, promotional events, markets, or similar activities within the Community except as authorized under the Operating Rules and approved in writing by the ARC. Any such outdoor activity shall comply with all Legal Requirements, the Design Guidelines, and any applicable permits. The Board may condition approval on location, duration, screening, signage, circulation, and post-event cleanup.

Section 6.4 Residential Units – Use and Operations.

(a) Residential Character. Residential Units shall be used primarily for residential purposes. No business or trade shall be conducted in any Residential Unit except a home occupation that (i) complies with Legal Requirements, (ii) does not involve on-site customers or deliveries, and (iii) does not create noise, odor, light, or other impacts detectable outside the Unit.

(b) Leasing and Occupancy. Leasing of Residential Units is permitted subject to this Declaration and the Operating Rules. All leases must be in writing and require compliance with this Declaration and the Operating Rules. Short-term or transient occupancy (less than thirty (30) days) is prohibited unless expressly allowed by the Board or required by Legal Requirements applicable to senior or assisted-living facilities.

(c) Noise and Conduct. Occupants shall conduct themselves so as not to disturb other Residents or interfere with adjacent Commercial Units. The Board may establish quiet hours and other Residential Operating Rules to minimize conflicts between residential and commercial activities.

(d) Move-In and Move-Out Procedures. The Board may adopt rules governing scheduling, elevator reservations, deposits, and move coordination to prevent damage to the Common Property and minimize disruption. Any damage caused during a move shall be repaired by the responsible Owner or Occupant, failing which the Association may repair and assess costs as a Specific Assessment.

(e) Balconies and Patios. Owners shall keep balconies and patios clean and free of clutter, debris, or visible storage and may not hang laundry, signage, or decorations visible from outside without prior written approval of the ARC or as permitted by the Operating Rules. Barbecues, grills or open-flame devices shall comply with Legal Requirements and fire-code restrictions and may be limited to designated areas and are prohibited on balconies.

Section 6.5 Vehicles and Garages.

(a) The term “vehicles,” as used herein, shall include motor homes, recreational vehicles, boats, trailers, motorcycles, mini-bikes, scooters, go-carts, trucks, campers, buses, vans, tractors, mowers and automobiles.

(b) The Board may regulate speed limits, parking zones, and traffic flow within the Community and may designate areas for short-term, guest, accessible, or delivery parking. No parking is permitted in fire lanes, loading zones, drive aisles, or landscaped areas. All vehicles shall be parked within garages, or other Board designated parking areas. Parking in yards and unpaved areas is prohibited.

(c) Any vehicles that are kept in the Community or left upon any portion of the Community, except in a garage or other Board designated area, for periods longer than five (5) days or nights shall be considered a nuisance and the Board, at its discretion, shall have the authority to remove the vehicle from the Community at the vehicle owner’s expense.

(d) Any unlicensed vehicles or vehicles in a condition such that it is incapable of being operated upon the public highways, is left upon any portion of the Community, except in a garage or other Board designated area, for periods longer than five (5) days shall be considered a nuisance and the Board, at its discretion, shall have the authority to remove the vehicle from the Community at the vehicle owner’s expense.

(e) Any towed vehicle, boat, recreational vehicle, motor homes, or mobile home regularly stored in the Community or temporarily kept in the Community, except if kept in a garage or other Board designated area, for periods longer than seventy-two (72) hours each shall be considered a nuisance and the Board, at its discretion, shall have the authority to remove the vehicle from the Community at the vehicle owner’s expense.

(f) Trucks with mounted campers, or other commercial vehicles, which are an Owner’s or Occupant’s primary means of transportation shall not be considered recreational vehicles, provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. Any vehicle containing graphic decals encompassing more than 10% of the surface area of the vehicle shall be stored out of public view.

(g) No eighteen-wheel trucks or the cabs of such trucks shall be parked, kept or stored within the Community, and if so parked, kept or stored shall be considered a nuisance and the Board, at its discretion, shall have the authority to remove the vehicle from the Community at the vehicle owner’s expense.

(h) No motorized vehicles shall be permitted on pathways, sidewalks or unpaved Common Property except for public safety vehicles or vehicles authorized by the Board.

Section 6.6 Mixed-Use Interface; Conflict Mitigation. To reduce conflicts between Commercial and Residential uses, the Board may adopt mixed-use interface standards within the Operating

Rules addressing: sound attenuation, odor control, lighting spill, queueing/valet, shared-parking allocations, delivery windows and routes, refuse/grease handling, and event management, in coordination with the Commercial and Residential Subcommittees. If those standards conflict with the Belk Agreement within its area, the Belk Agreement controls during its term.

Section 6.7 Prohibited Uses and Activities. Without the written approval of the ARC and express consent of the Board, the uses and activities listed on Exhibit 6.8 are prohibited within the Community. The Board may, from time to time, adopt additional prohibited uses through amendment of this Declaration or by rule, provided such rules are consistent with Legal Requirements and this Declaration. The prohibited uses and activities are for the benefit of the Owners and the Community and apply only to the Association's proprietary decisions. To the extent that any decisions regarding the prohibited uses and activities is adversely impacted by applicable Legal Requirements and the relationship between the Board and the City, then any directors directly employed by the City shall recuse themselves and the decision relating to such decision shall be made by the directors unrelated to the City.

Section 6.8 Occupants Bound. All provisions of the Declaration, Bylaws, and of any rules and regulations, use restrictions or Design Guidelines promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may only be levied against Owners and not Occupants. For avoidance of doubt, Owners shall be responsible under the Declaration for all acts and omissions of its Occupants.

Section 6.9 Architectural Standards.

(a) No construction or installation of Improvements, exterior construction, alteration, renovation, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No Improvements, exterior construction, alteration, renovation, addition, or erection of any nature whatsoever shall be constructed, installed or made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, finishes and location and such other information as may be reasonably requested by the ARC shall (a) have been submitted in writing to and approved by ARC, and (b) be in compliance with the Design Guidelines. A non-refundable plan review fee in an amount determined by the Board shall be paid to the Association, its successors and assigns, which is to be submitted along with the proposed building plans. The following items, must be submitted to the ARC for consideration: fences, detached buildings, detached garages, lighting plans and any other exterior items and exterior finishes on the premises. The Declarant may employ for the ARC architects, engineers, or other Persons necessary to enable the ARC to perform its review. The ARC may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which shall have full authority to act on behalf of the ARC for all matters delegated and in the event of such delegation, the applicant shall be required to pay any fees charged by such architects or other qualified Persons.

(b) In the event that the ARC fails to approve or to disapprove submitted plans and specifications within forty-five (45) days after the plans and specifications have been submitted, unless additional information is required of Owner, therefore forty-five (45) from last correspondence. If no approval or no correspondence received within forty-five (45) days, then such submission shall be deemed disapproved without prejudice. As a condition of approval under this Section, an Owner, on behalf of their successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the ARC, an Owner may be made to verify such condition of

approval by a recordable written instrument acknowledged by such Owner on behalf of their successors-in-interest. The ARC shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any Unit to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may record in the Chancery Clerk Office a notice of violation naming the violating Owner.

(c) Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Declarant, the ARC, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the ARC, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable for any damage to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that they will not bring any action or suit against Declarant, the Association, the ARC, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

(d) Owner shall provide the Board written notice of completion of any Improvements and shall provide an as-built survey showing the square footage of the Improvements

Section 6.10 Subcommittee Roles and Coordination

(a) Commercial Matters. On Commercial Matters, the Commercial Subcommittee may propose Commercial Operating Rules and recommendations concerning hours of operation, signage, and maintenance standards for Commercial Units.

(b) Residential Matters. On Residential Matters, the Residential Subcommittee may propose Residential Operating Rules and recommendations concerning quiet-hours, amenity usage, and maintenance standards for Residential Units.

(c) Board Review and Authority. All proposed Subcommittee actions are advisory only and become effective only upon approval by the Board. The Board shall ensure that all approved rules and actions do not expressly conflict with the Belk Agreement during its term and remain consistent with this Declaration.

Section 6.11 Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or Occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains except with the permission of the ARC. Declarant hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow. Rights exercised pursuant to

such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

Section 6.12 Subdivision. No parcel shall be subdivided or its boundary lines changed except with the prior written approval of the Board. Declarant, however, hereby expressly reserves the right to replat any parcel owned by Declarant during the Declarant Control Period. After the expiration of the Declarant Control Period, the Board must approve all subdivisions and boundary changes. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 6.13 Landscaping. All installation, modification, or removal of landscaping or irrigation visible from any street, drive, or Common Property shall require prior written approval of the ARC and must comply with the Design Guidelines. Approved landscaping shall be maintained in a neat, healthy, and attractive condition. Dead or diseased plant material shall be promptly replaced with comparable species, and irrigation systems shall be kept in good working order. Artificial turf, gravel lawns, and non-living ground covers are prohibited unless expressly approved by the ARC. No landscaping may obstruct traffic sight-lines, lighting, or access to utilities. The Board may adopt additional Operating Rules governing permitted plant materials, irrigation efficiency, and water-use restrictions consistent with Legal Requirements.

ARTICLE VII **INSURANCE AND CASUALTY LOSSES**

Section 7.1 Insurance on Common Property.

(a) The Board or its duly authorized agent shall obtain property/casualty insurance for all insurable improvements on the Common Property and the entry features, if any, which the Association is obligated to maintain. This insurance shall provide, at a minimum, fire and extended coverage, including vandalism and malicious mischief, and to the extent commercially reasonable shall be in an amount sufficient to cover the replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Alternatively, the Board may purchase “all-risk” coverage or specific named storm/wind coverage in like amounts. The determination of the replacement cost amount may be adjusted annually by the Board. The Board may consider all relevant market conditions and options including the availability and cost of coverages in determining the annual amount of coverage to be required and may reduce or otherwise modify the requirement for replacement cost coverage if the relevant insurance market and name storm/wind damage analysis warrant any such reduction in applicable coverage amounts. Notwithstanding anything herein to the contrast, the Association shall have no obligation to insure in any manner any property (real or personal) of an Owner whether owned or leased by such Owner including all Units and Improvements.

(b) The Board shall obtain a public liability policy applicable to the Common Property covering the Association and its members for all damage or injury caused by the negligence of the Association or any of its members or agents, and, if reasonably available, directors’ and officers’ liability insurance. The public liability policy shall have a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million (\$2,000,000) aggregate. The Board may consider also obtaining an excess or umbrella policy in an amount determined by the Board.

(c) The Board is hereby authorized to contract with or otherwise arrange to obtain the insurance coverage required hereunder through Declarant and to reimburse Declarant for the cost thereof, and Declarant shall be authorized, but not obligated, to purchase such insurance coverage for the benefit of the Association upon Declarant and Association agreeing upon the terms and conditions applicable to reimbursement by the Association for costs incurred by Declarant in obtaining such coverage. Declarant may obtain such coverage through a master policy or in connection with a property insurance pooling structure which may impact the availability of insurance proceeds under the master policy or pooling or the amount of any retainage or deductible amounts relating thereto. Notwithstanding anything contained in this Declaration to the contrary, the Board shall not be required to comply with the provisions of this Article if the Board has contracted for or otherwise arranged to obtain the required insurance coverage through Declarant.

(d) Premiums for all insurance shall be common expenses of the Association. The policies may contain a reasonable deductible as determined by the Board.

(e) All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee for the respective benefited parties, as further identified in subparagraph (ii) below. Such insurance shall be governed by the provisions hereinafter set forth:

(i) All policies shall be written with a company licensed to do business in Mississippi and holding a rating of B or better as established by A. M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

(ii) Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(iii) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

(iv) All insurance policies shall be reviewed annually by one or more qualified Persons.

(f) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Board, its manager, the Owners, the Declarant, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be canceled, invalidated, or suspended on account of any one or more individual Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of any defect or the conduct of any director, officer, or employee of the Association or its

duly authorized manager without prior demand in writing delivered to the Association to cure the defect or to cease the conduct and the allowance of a reasonable time thereafter within which a cure may be effected by the Association, its manager, any Owner or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association.

Section 7.2 Property Insured By Association: Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any portion of any improvement covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition and location that existed prior to the fire or other casualty.

(b) Any damage or destruction to any improvement covered by insurance written in the name of the Association shall be repaired or reconstructed unless, within sixty (60) days after the casualty, a Super Majority of the Total Voting Interest, the Board and Declarant during the Declarant Control Period, otherwise agree. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within such period, then the period shall be extended until such information shall be made available; provided, however such extension shall not exceed one hundred eighty (180) days.

(c) No Mortgagee of any Unit shall have the right to participate in the determination of whether damage or destruction shall be repaired or reconstructed.

(d) If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a special assessment against all Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the costs or repair or reconstruction or if the improvements are not repaired or reconstructed, such excess shall be deposited to the benefit of the Association.

(e) In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Community in a neat, clean and safe condition.

Section 7.3 Property Insured By Owners: Damage and Destruction.

(a) By virtue of taking title to property within the Community, each Owner covenants and agrees with all other Owners and with the Association that each individual Owner shall carry

liability and casualty insurance with respect to its Unit in no less than the amounts carried by the Association hereunder and in no event less than Five Million (\$5,000,000) in the combined aggregate for primary and excess liability, and shall carry property and casualty coverage on the Improvements and all other property (real and personal) owned or leased by such Owner, and shall name the Association as additional insured under all liability insurance policies and shall provide evidence of such coverage and additional insured status as reasonably requested by the Board.

(b) Each individual Owner further covenants and agrees that in the event of a partial loss of damage and destruction resulting in less than total destruction, the individual Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the individual Owner determines not to rebuild or to reconstruct, the individual Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and shall be responsible to maintain any undeveloped portion of the Owner's Unit in a neat, clean and safe condition.

Section 7.4 Insurance Deductible. The deductible for any casualty insurance policy carried by the Association shall, in the event of damage or destruction, be allocated among the Persons who caused such damage or if none then shall be an Association Expense.

ARTICLE VIII **CONDEMNATION**

Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation by the Board, acting on its behalf or on the written direction of all Owners subject to the taking, if any) by any authority having the power of condemnation or eminent domain, the Association shall represent the Owners. The award made for such taking shall be payable to the Association as trustee for all Owners. The provisions of Article VII, Section 2, above, applicable to Common Property improvements damage or destruction, shall govern replacement or restoration and the actions to be taken in the event that the improvements are not restored or replaced.

ARTICLE IX **MORTGAGE PROVISIONS**

The following provisions are for the benefit of holders of first Mortgages on Units in the Community. The provisions of this Article apply to both this Declaration and the Bylaws notwithstanding any other provisions contained therein.

Section 9.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, guarantor and the Unit location, thereby becoming an "eligible holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the

performance by an Owner of a Unit of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 9.2 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 9.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Section 9.4 Amendment by Board. Should compliance with the regulations adopted by the Veterans Administration or the Federal National Mortgage Association necessitate an amendment to this Declaration, the Board, without approval of the Owners, may amend this Declaration to reflect such changes as necessary to comply with such regulations, but nothing herein shall require compliance with the regulations or require the Board to amend the Declaration.

Section 9.5 Applicability of Article IX. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Mississippi law for any of the acts set out in this Article.

Section 9.6 Failure of Mortgagee to Respond. Any Mortgagee (or insurer or guarantor of a Mortgage) who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE X EASEMENTS

Section 10.1 Easements for Encroachment and Overhang. To accommodate ordinary construction tolerances, settlement, and shifting, there shall be reciprocal appurtenant easements for encroachment and overhang between each Unit and the adjoining portion of the Common Property, and between separate Buildings or Units that are distinct structures situated on adjoining parcels within the Community. These easements shall permit the encroachment of Improvements constructed, reconstructed, repaired, or altered in compliance with this Declaration to a distance not exceeding three (3) feet as measured perpendicularly from the common boundary line between the encroaching and adjacent property. Such easements shall not apply to Units located within the same Building that share common structural or demising walls, the ownership and maintenance of which shall be governed by the applicable condominium declaration or other recorded covenants for that Building. Any encroachment greater than three (3) feet shall require a recorded easement or an as-built plat approved by the Board. No easement for encroachment shall exist where the encroachment results from the willful misconduct or negligence of any Owner, Occupant, or the Association. These easements shall run with the land and continue for so long as the encroachment exists, together with reasonable rights of entry for maintenance, repair, and replacement, all to be exercised in a manner that minimizes interference with the use and enjoyment of the affected property.

Section 10.2 Easements for Use and Enjoyment of Common Property.

(b) Every Member shall have a right and easement of ingress and egress, use and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to his or her Unit, subject to the following provisions:

(i) the right of the Board to charge reasonable admission and other fees for the use of any portion of the Common Property, including to limit the number of guests who may use the Common Property, to allow Persons who are not Members of the Association, such as Persons living or working in the vicinity of the Community, to use the Common Property on a regular or temporary basis and to charge or not charge a user fee therefore and to require any non-Member to sign a use or access agreement in a form approved by the Board which shall include standard indemnities, event insurance requirements, additional insured designations and such other provisions as determined by the Board, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his or her family, tenants, guests, Occupants, and invitees;

(ii) the right of the Board to suspend the voting rights of an Owner and Occupant and the right of an Owner and Occupant to use the Common Property recreational facilities in the Community, if any, for any period during which any assessment which is hereby provided for remains unpaid; and, for a reasonable period of time for an infraction of the Declaration, Bylaws, use restrictions, rules and regulations or Design Guidelines;

(iii) the right of the Board to borrow money for the purpose of improving the Common Property, or any portion thereof, or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a Mortgage conveying all or any portion of the Common Property; provided, however, the lien and encumbrance of any such Mortgage given shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant, or any Unit or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Unit or other property located within the Community. (Any provision in this Declaration or in any such Mortgage given by the Board to the contrary notwithstanding, the exercise of any rights therein by the holder thereof in the event of a default there under shall not cancel or terminate any rights, easements or privileges herein reserved or established for the benefit of Declarant, or any Unit or Owner, or the holder of any Mortgage, irrespective of when executed, given by Declarant or any Owner encumbering any Unit or other property located within the Community.); and

(iv) the right of the Board to dedicate or transfer all or any portion of the Common Property subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by at least a Majority of the votes of the members of the Association, in person or by proxy, at a meeting duly called for such purpose (or, if a meeting is not called, upon the affirmative vote of at least a Majority of the votes cast in a referendum on the issue) and during the Declarant Control Period, by the Declarant.

(c) An Owner's right of use and enjoyment in and to the Common Property and facilities locate thereon shall extend to the members of his or her family and guests. An Owner

shall be deemed to have made a delegation of all such rights (except for the right of ingress and egress to the Owner's property) to the Occupants of any leased Unit.

(d) The Board may alter the use of any Common Property upon the affirmative vote of a Majority of the Total Voting Interest present, in person or by proxy, at a meeting duly called for such purpose and, during the Declarant Control Period, the consent of Declarant.

(e) An Owner's right of use and enjoyment in and to the Common Property and facilities located thereon shall not give any Owner the right of ingress or egress across any Unit to obtain access to such Common Property.

Section 10.3 Reserved Easements for the Provision of Services to the Community.

There is hereby reserved to the Declarant, its successors and assigns blanket easements upon, across, above and under all real property within the Common Property for access, ingress, egress, installation, repairing, replacing, maintaining, and removing rights-of-way, drainage facilities, floodway easements, storm water retention, and all utilities serving the Community or any portion thereof, including gas, water, sanitary sewer, telephone and electricity, and any other similar service such internet, entertainment, communication or security systems which the Declarant might decide to have installed to serve the Community or any portion thereof. Any installations or alterations thereof shall comply with Legal Requirements and shall not materially adversely impact any previously constructed Improvements. The Person exercising this right shall repair any damage associated with the installation or maintenance thereof. It shall be expressly permissible for the Declarant and its successors and assigns to install, repair, replace, maintain, and remove or to authorize the installation, repair, replacement, maintenance, or removal of such wires, conduits, cables and other equipment related to the providing of any such utility or service. Declarant and its successors and assigns shall have full rights of ingress and egress at all times over all portions of the Community for the installation, operation, maintenance, repair, or removal of any of the foregoing utilities or services and shall have the right to remove any unauthorized obstruction placed in or on any of the foregoing easements that would, in the sole discretion of Declarant or its successors and assigns, interfere with the use or installation of the foregoing utilities or services. In no event shall the foregoing prohibit paving or landscaping within such easements. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder to one or more public utility companies, quasi-public service companies, or relevant governmental authorities. All utilities and service lines except drainage installed within the above-described easements shall be installed underground and in compliance with all applicable Legal Requirements. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept such assignment upon such terms and conditions as are acceptable to Declarant. Rights exercised pursuant to such reserved easements shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

**ARTICLE XI
GENERAL PROVISIONS**

Section 11.1 Enforcement. Each Owner and every Occupant shall comply strictly with the Bylaws, the rules and regulations, the use restrictions and with the Design Guidelines, all as may be amended or modified from time to time, and with the covenants and restrictions set forth in this Declaration, as may be amended from time to time, and in the deed to his or her property within the Community, if any. The Board may impose fines or other sanctions, which shall be collected as provided herein for the collection of Assessments. Failure to comply with this Declaration, the Bylaws, the rules and regulations, use restrictions, or Design Guidelines shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board, on behalf of the Association, or, in a proper case, by an aggrieved Owner or Occupant. Failure by the Board, Declarant, or any Owner or Occupant to enforce

any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of the Declaration, Bylaws, and to assess the cost of recording and removing such notice against the Owner who is responsible (or whose Occupants are responsible) for violating the foregoing.

Section 11.2 Self-Help. In addition to any other remedies provided for herein, the Board or its duly authorized agent shall have the power to enter upon a Unit or any portion of the Community to abate or remove, using such force as may be reasonably necessary, any erection, thing or condition which violates this Declaration, the Bylaws, the rules and regulations, the use restrictions, or the Design Guidelines. Except in the case of emergency situations and towing, the Board shall give the violating Owner ten (10) days' written notice of its intent to exercise self-help. All costs incurred shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of Assessments.

Section 11.3 Durations. The provisions of this Declaration shall run with and bind the land and shall be and remain in effect perpetually to the extent permitted by law; provided, however, should any provision of Mississippi law now or hereafter in effect limit the period during which covenants restricting land to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land for a period of seventy-five (75) years from the date hereof; and such provisions shall be automatically extended for successive periods of fifty (50) years, unless such extension is disapproved at a meeting duly called for such purpose by at least a Super Majority of the Total Voting Interest (or, if a meeting is not called, upon the affirmative vote of at least a Super Majority of the Total Voting Interest as recorded by a referendum on the issue) and, during the Declarant Control Period, the written consent of Declarant and thereafter by the City. Such meeting or referendum must be held and a written instrument reflecting disapproval must be recorded in the applicable land records within the year immediately preceding the beginning of a renewal period otherwise the renewal is self-operative and automatic. Every purchaser or grantee of any interest in any real property subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that such provisions of this Declaration may be extended and renewed as provided in this Section.

Section 11.4 Amendment.

(a) **Declarant Amendments.** Subject to subsection (b) below, this Declaration may be amended at any time and from time to time by the Declarant without the consent of the Owners if:

(i) the amendment is necessary to bring any provision into compliance with any applicable statute, rule, regulation, or judicial decision;

(ii) the amendment is necessary to enable any reputable title-insurance company to issue title insurance coverage for any Unit or property within the Community;

(iii) the amendment is required by an institutional or governmental lender or purchaser of mortgage loans (including the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any state or national bank) to enable such lender or purchaser to make or acquire mortgage loans on Units or Improvements within the Community; or

(iv) the amendment is necessary to enable any governmental agency or reputable private insurer to insure mortgage loans secured by property within the Community.

No such amendment shall adversely affect the title to any Owner's property without that Owner's written consent. During the Declarant Control Period, Declarant may also amend this Declaration for any other purpose, provided that no such amendment shall alter the boundary of any Unit or materially impair an Owner's vested rights without that Owner's written consent.

(b) Owner Amendments. In addition to the foregoing, this Declaration may be amended upon the affirmative vote or written consent (or any combination thereof) of at least a Super Majority of the Total Voting Interest and, during the Declarant Control Period, with the written consent of the Declarant, which consent may be withheld in Declarant's sole discretion. A Member meeting may be called, but is not required, to consider any proposed amendment. An amendment becomes effective upon its recordation in the Chancery Clerk Office, unless a later effective date is specified in the recorded instrument. The Board shall send a copy of the recorded instrument to all Members.

(c) Procedural Challenges. Any procedural challenge to an amendment must be made within four (4) months of its recordation in the Chancery Clerk Office. In no event shall a change of conditions, circumstances or use (permitted or otherwise) operate to amend any provisions of the Declaration or Bylaws.

Section 11.5 Partition. The Common Property shall remain undivided, and no Owner nor any other Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners of all portions of the Property located within the Community, the written consent of all holders of all Mortgages encumbering any portion of the property located within the Community, and, during the Declarant Control Period, the consent of the Declarant.

Section 11.6 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid to the maximum extent permitted by applicable Legal Requirements then in effect, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held to be illegal or invalid under present or future laws, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and, to this end, the provisions of this Declaration are declared to be severable. In such a case, this Declaration shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Declaration; and the remaining provisions of this Declaration shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Declaration.

Section 11.7 Headings. The heading or captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 11.8 Indemnification. To the maximum extent permitted by law, the Association shall indemnify every officer and director against any and all expenses, including reasonable attorney's fees, imposed upon or reasonably incurred by any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members

of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available. In no event shall Declarant have any obligation or liability to indemnify any officer, director or Member in any manner. In addition, employees, officers, elected officials, representatives and appointees of the City serving at the request or on behalf of the City shall be entitled to the protections and benefits of sovereign immunity and the Mississippi Tort Claims Act, including any future or successor legislation of a similar nature, to the maximum extent permitted by law.

Section 11.9 Construction Period. Notwithstanding any provisions contained in this Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, Design Guidelines, and any amendments thereto, during the Declarant Control Period, it shall be expressly permissible for Declarant and any builder or developer approved by Declarant to maintain and carry on, upon such portion of the Community as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such builder's or developer's development, construction, and sales activities related to the Property and any additional property that may be submitted to this Declaration, including the right of access, ingress and egress for vehicular and pedestrian traffic over, under, on or in the Community; the right to tie into any portion of the Community with driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including electrical, telephone, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Community. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense. No alteration, modification or waiver of any tap, connection or other fee by the Association shall be deemed to alter, modify or waive any such fee or charge as may be charged by the City or applicable utility service provider from time to time.

Section 11.10 Books and Records. This Declaration, the Bylaws, the Articles of Incorporation, copies of rules and regulations, use restrictions, Design Guidelines, membership register, books of account, and minutes of meetings of the Members, or the Board and of committees shall be made available for inspection and copying by any Member of the Association or by the duly appointed representative and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to his or her interest as a Member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe.

The Board shall establish reasonable rules with respect to:

- (d) notice to be given to the custodian of the records;
- (e) hours and days of the week when such an inspection may be made; and
- (f) payment of the cost of reproducing and providing copies of documents.

Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

Section 11.11 Audit. An audit, compilation or independent review of the accounts of the Association may be made annually in such manner as the Board may decide. Upon written request of any institutional holder of a first Mortgage, such holder, upon payment of the costs associated therewith, shall be entitled to receive a copy of a financial statement within ninety (90) days of the date of the request.

Section 11.12 Acknowledgement Certificate. Upon the request of any Member, the Board or its designee shall furnish a written certificate signed by an officer or agent of the Association regarding unpaid assessments levied against that Member's property and any violations of the Declaration, Bylaws, use restrictions, rules and regulations, or Design Guidelines by any Owner or Occupant of such property. Such certificate shall constitute an acknowledgement by the Association with respect to the foregoing matters. The Board may require the advance payment of a reasonable processing fee for the issuance of each such certificate.

Section 11.13 Agreements. Subject to the prior approval of the Declarant during the Declarant Control Period, all agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and other having an interest in the Community or the privilege of possession and enjoyment of any part of the Community.

Section 11.14 Implied Rights. The Association may exercise any right or privilege given to it expressly by the Declaration, the Bylaws, the Articles of Incorporation, any use restriction or rule, the Design Guidelines and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

Section 11.15 Deviations. The Board or its designee or the Declarant during the Declarant Control Period, may, in the exercise of its discretion, permit deviations from the restrictions contained in this Declaration, the Bylaws, the rules and regulations, the use restrictions, and the Design Guidelines.

Section 11.16 Rules of Construction. All schedules or exhibits referred to herein or attached hereto are incorporated herein by this reference. All actions or consents of the Board or the ARC shall be in writing. Words of any gender used in this Declaration shall be held and construed to include any other gender, and words expressed in the singular shall be deemed to include the plural and vice versa, unless the context requires otherwise. As used in this Declaration, the words "include", "includes" and "including" shall be deemed to be followed by the phrase "but not limited to" or "without limitation". Each place in this Declaration in which the term "Property" is used, it shall be understood to mean and refer to each and every component of the Property, both individually and collectively, as the context may require or permit. In addition, each place in this Declaration in which the term "Property" is used, it shall also be deemed to include the phrase, "or any portion thereof" unless the context requires the contrary. Each place in the Declaration which allow for or contemplates the consent, waiver or modification by the Board, the ARC or Declarant may be given, withheld, conditioned or delayed at the sole discretion of the Board, the ARC or Declarant, as applicable, and must be in writing unless the context expressly provides otherwise. If the Association adopts a fiscal year other than a calendar year, all references to a calendar year hereunder shall be deemed modified to the Association's then applicable fiscal year.

Section 11.17 No Waiver of Immunity; Non-Appropriation. The City enters this Declaration solely in its proprietary capacity as an owner of real property. Nothing herein waives any immunity, defense, limitation of liability, or other protection afforded to the City under applicable law, including the Mississippi Tort Claims Act. No provision herein constitutes or may be construed as a pledge of the City's full faith and credit or a commitment to appropriate funds to the Association or the Property in any calendar year or at all.

Section 11.18 Belk Agreement Controls. All use and operations within any area or facility subject to the Belk Agreement shall comply with the express terms and provisions of the Belk Agreement during its term. The Belk Agreement's stated termination date is September 22, 2040, and the permitted use plan from the Belk Agreement is attached as Exhibit 11.18. In the event of a direct conflict between this Declaration (including this Article VI and any rules adopted hereunder) and the Belk Agreement, the Belk Agreement shall control within its applicable area(s) until it expires or is terminated, after which this Declaration (as amended from time to time) shall control. The Board and the ARC shall administer and interpret this Article in a manner consistent with the Belk Agreement. The terms and provisions of this Declaration shall be construed and interpreted to the maximum extent permitted or not expressly prohibited by the Belk Agreement. Upon the termination of the Belk Agreement all references herein to the Belk Agreement shall automatically be deleted and this Declaration shall be construed and interpreted as if the Belk Agreement never existed; except to the extent that the specific easements referenced in the Belk Agreement which expressly survive termination shall continue to be in force and effect.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned, has executed this Declaration this _____ day of _____, 2025.

DECLARANT:

CITY OF GAUTIER, MISSISSIPPI,
a Mississippi municipal corporation

By: Casey Vaughn
Its: Mayor

STATE OF MISSISSIPPI)

COUNTY OF JACKSON)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the ___ day of _____, 20___, within my jurisdiction, the within-named Casey Vaughn, who acknowledged that he is the Mayor of the **City of Gautier, Mississippi**, a Mississippi municipal corporation, and that for and on behalf of said municipal corporation, and as its act and deed, he executed the above and foregoing instrument, after first being duly authorized to do so.

Given under my hand and seal, this _____ day of _____, 2025.

NOTARY PUBLIC

[SEAL]

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "B"

BYLAWS OF THE ASSOCIATION

**BYLAWS
OF
GAUTIER TOWN COMMONS OWNERS ASSOCIATION, INC.,
A MISSISSIPPI NONPROFIT CORPORATION**

**ARTICLE 1
NAME AND LOCATION**

These bylaws (the “Bylaws”) shall regulate the affairs of Gautier Town Commons Owners Association, Inc., subject to the provisions of the Articles of Incorporation (“Articles”), and any applicable provisions of the Mississippi Nonprofit Corporation Act, Mississippi Code of 1972, Section 79-11-101, et seq., as amended (the “Act”).

**ARTICLE 2
DEFINITIONS, PURPOSES AND ASSENT**

2.1. **Name.** The name of the corporation is Gautier Town Commons Owners Association, Inc. (the “Association”).

2.2. **Definitions.** The definitions of initial capitalized terms in the Declaration Easements and Covenants for Town Commons, executed by the City of Gautier, Mississippi, a Mississippi municipal corporation (the “Declarant”), as amended from time to time, and recorded in the Office of the Chancery Clerk of Jackson County, Mississippi (the “Declaration”), shall apply to these Bylaws, and all initial capitalized terms used in these Bylaws shall have the same meanings as the defined terms used in the Declaration unless otherwise specially defined herein.

2.3. **Principal Office.** The principal office of the Association shall be _____, subject to Section 2.5. Other offices for the activities of the Association shall be located at such places as the Board of Directors may from time to time determine.

2.4. **Registered Office and Agent.** The registered office and registered agent of the Association shall be as designated from time to time by the appropriate filing by the Association in the office of the Secretary of State of Mississippi.

2.5. **Change of Principal Office, Registered Office, or Registered Agent.** The location of the Association’s principal and registered office, or the designation of its registered agent, may be changed at any time when authorized by the Board of Directors, by filing with the Secretary of State a certificate signed by any current officer of the Association and verified subject to penalties for perjury, stating the change to be made and reciting that the change is made by authorization of the Board.

2.6. **Purposes.** The Association is formed to (a) own and, as set forth herein, provide for the maintenance, repair, replacement, improvement, preservation and control of the Common Property which are a part of the Community, and which is, or will be, subject to the Declaration, (b) promote the health, safety and welfare of the Owners of the Units in, and users of, the Community, (c) generally conduct the business of a homes or home owners association, (d) engage in all lawful activity for which not-for-profit corporations may be organized under Mississippi law, and (f) all other purposes set forth in the Articles and the Declaration.

2.7. **Assent.** All Owners, their families, tenants, guests and invitees and all other people using the facilities of the Community in any manner are subject to the terms and provisions of the Community Documents, including these Bylaws. The acquisition or rental of any Unit in the Community, or the occupancy of any Unit shall constitute ratification and acceptance of these Bylaws.

**ARTICLE 3
MEMBERSHIP**

3.1. **Membership in The Association.** The Owner of each Unit within the Community and the Declarant shall each be a Member of the Association (hereinafter referred to as "Member(s)"). The foregoing is not intended to include Persons who hold an interest merely as a tenant under a residential or commercial lease or as security for the performance of an obligation, and the giving of a security interest shall not terminate the Member's membership. If a Unit is owned by more than one Member, all Members of the Unit, collectively, shall be deemed the Member of the Association for such Unit. If a Unit is owned by a corporation, partnership, limited liability company or other entity, such entity may designate the natural person who may, on behalf of the entity, exercise its powers and rights as a Member. The Association shall be the sole judge of the qualifications of its Members and of their right to participate in its meetings and proceedings.

3.2. **Transfer of Membership.** Membership is appurtenant to, and may not be separated from, ownership of any Unit. A Member may not transfer, pledge or alienate membership in the Association in any way except in connection with the sale or encumbrance of the Lot and then only to the purchaser or Mortgagee of the Unit. Upon the sale of a Unit, the membership associated with the Unit shall automatically transfer to the purchaser of the Unit, or the purchaser's Mortgagee if so designated by the purchaser.

3.3. **Proof of Membership.** All Members other than the Declarant shall furnish to the Secretary of the Association a photocopy or a certified copy of the recorded instrument vesting the Member with an ownership interest in a Unit. The Secretary shall retain the instrument in the files of the Association. Fractional interest voting is not permitted. Only Members who have complied with the terms of this Section 3.3, shall be Members in good standing and entitled to vote on matters presented to the Members.

3.4. **Classes of Members.** The Association shall be controlled exclusively by the Declarant during the Declarant Control Period. From and after the Turnover Date, there shall be a single class of membership. Each Owner's voting power shall be weighted by the floor area of its Unit(s) owned by such Owner within the Community. Each Owner including Declarant is entitled to one (1) vote for each Voting Unit of floor area owned. In the event that no Improvements have yet been completed on any Unit, such Owner shall be deemed to have seventy-five (75) Voting Units per Unit owned until completion of such Improvements. An Owner's votes shall be aggregated across all Units owned anywhere within the Community, whether in one or more buildings or parcels. Unless otherwise stated actions requiring Member approval shall be determined by the affirmative vote of Members entitled to cast more than fifty percent (50%) of the votes represented at a meeting where a quorum is present.

**ARTICLE 4
MEETINGS, QUORUM, VOTING, PROXIES**

4.1. **Annual Meetings.** The first annual meeting of the Members shall be held within one (1) year after the date of incorporation of the Association. Each subsequent annual meeting of the Members shall be held during the month of November of each year on such date and at such time as set by the Board of Directors.

4.2. **Special Meetings.** Special meetings of the Members may be called at any time by the President, the Board of Directors or by Members entitled to cast at least thirty-five percent (35%) of the Total Voting Interest upon the written request to the Secretary. The written request shall set forth the purposes of the requested meeting and shall set forth the time and place of such meeting. Only matters described in the meeting notice may be considered at a special meeting.

4.3. **Notice of Meetings.** Written notice stating the place, day and hour of each meeting shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting. Notices of all special meetings shall also state the purpose of the meeting. Notices shall be delivered at the direction of the Secretary, either personally or by first-class or registered mail, to each Member's address shown on the Association's records or by electronic means if the Member has given the Association an electronic address. Notices mailed shall be deemed delivered when deposited in the United States mail, postage prepaid. Notices personally delivered shall be deemed delivered upon tender of delivery to the Member or to any resident or adult present at the address of the Member shown on the Association's records.

4.4. **Waiver of Notice.** Any notice required to be given by the Articles, these Bylaws or by law may be waived, in writing, before or after the time of such meeting, whether or not the Member attends the meeting. The presence of a Member, in person or by lawful proxy, at any meeting shall be a waiver of all required notices unless a Member's attendance is for the express and sole purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and the Member expresses that purpose when the meeting is commenced. If the Member otherwise participates in the meeting, either before or after challenging its validity, or remains at the meeting after challenging its validity, the Member shall be deemed to have waived all required notices of the meeting.

4.5. **Quorum.** Except as specifically provided in the Articles, these Bylaws or applicable law to the contrary, the presence, in person or by proxy, at a meeting of Members having fifty percent (50%) of the votes entitled to be cast on a matter at the meeting, shall constitute a quorum for any action appropriately before the meeting; provided, however, that unless fifty percent (50%) or more of the Members having voting power are present in person or by proxy, the only matters that may be voted upon at an annual or regular meeting of Members are those matters described in the meeting notice. No absentee ballots shall be utilized for voting at any meeting actually held.

4.6. **Adjournment.** Any meeting of Members may be adjourned, from time to time, until its business is completed. The Members present at any meeting, or any adjourned meeting, though less than a quorum, may adjourn the meeting to a specified date not longer than thirty (30) days after such adjournment, without notice of the date for reconvening other than announcement at the meeting. No adjourned meeting may be reconvened more than thirty (30) days after the original date of the meeting. Subject to the foregoing limitations, a meeting may be adjourned and reconvened any number of times. At any reconvened meeting, at which a quorum is present, any business may be transacted which could have been transacted at the meeting originally called.

4.7. **Voting Rights; Required Vote.** Except as otherwise provided herein, including in Section 4.13 below, on Commercial Matters, only Owners of Commercial Units shall be entitled to vote, each Owner casting its vote(s) in accordance with its Voting Unit(s). On Residential Matters, only Owners of Residential Units shall be entitled to vote, each Owner casting its vote(s) in accordance with its Voting Unit(s). If any action or issue constitutes both a Commercial Matter and a Residential Matter, or affects both Commercial Units and Residential Units in a substantial or mixed way, the Board may (i) submit the portions of such matter to the respective Commercial and Residential Members for decision on their component issues, or (ii) submit the matter to all Members for a vote by the entire Membership, weighted in accordance with the votes established in this Section. The Board shall make all determinations of whether an action or issue constitutes a Commercial Matter or Residential Matter in good faith and such determination by the Board shall be final and determinative for all purposes hereunder. If more than one (1) Owner exists for any Unit, the vote for such Unit shall be exercised as the Owners determine among themselves and as they notify the Secretary of the Association in writing. Fractional votes shall not be permitted.

4.8. **Proxies.** A Member may appoint any person as the Member's proxy by written appointment delivered to the Secretary of the Association either in person, in writing or by any electronic means available

before or at the Meeting at which the vote for which the proxy is being exercised. Proxies may be revoked at any time delivered in person, in writing or by any electronic means available to the Secretary and shall not, under any circumstance, be valid for more than three (3) years from the original date thereof.

4.9. **Voting by Written Ballot.** Any action which could be taken at a regular or special meeting of the Members may be taken without a meeting by written ballot delivered by the Association to all Members. In addition to meeting the requirements of applicable law, a vote by written ballot shall be permitted only upon approval thereof by the Board of Directors. The written ballot shall (i) be delivered in the same manner as set forth in Section 4.3 hereof for notices of meetings, (ii) state the date by which ballots must be returned in order to be counted, which date shall be at least twenty (20) days after the date the written ballot is delivered by the Association, and (iv) the address or location to which all completed votes shall be returned.

4.10. **Place of Meetings.** Meetings of Members and Directors may be held at any place within the State of Mississippi that is reasonably convenient as designated by the Board of Directors.

4.11. **Conduct of Meetings.** The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record all resolutions adopted at any meeting and all transactions occurring at such meeting. The presiding officials shall conduct each meeting in a manner they determine is reasonable under the circumstances, provided each Member is given a reasonable opportunity to be heard on matters properly before the meeting. Unless provided to the contrary in the Articles or these Bylaws, or by law or vote of the Members at the meeting, Roberts Rules of Order or other parliamentary rules shall not govern the conduct of any meeting. The Articles, these Bylaws and applicable law shall control all conflicts with any parliamentary rules adopted for a meeting.

4.12. **Action Without a Meeting.** Subject to the provisions of Section 4.13 below, any action which may be taken by the vote of the Members at a regular or special meeting may be taken without a meeting if a written consent, setting forth the action taken, is signed by at least eighty percent (80%) of the Total Voting Interest.

4.13. **Control of Association Prior to Turnover Date.** Notwithstanding anything in this Article 4 or elsewhere herein to the contrary, until the Turnover Date, the Declarant shall maintain control over the Association. Until the Turnover Date, only the Declarant shall be entitled to elect and remove Association directors and officers and members of the ARC or any other matters requiring the vote or approval of Members or Owners. The Declarant may (but shall not be required to) at any time relinquish all or any part of the Declarant's control and rights under this Section 4.13 and Section 3.2 of the Declaration.

ARTICLE 5 BOARD OF DIRECTORS

5.1. **Number; Qualification.** The regular affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. This number may not be increased or decreased except by formal amendment to the Declaration. Directors need not be Members of the Association or the employees, officers or owners of Members.

5.2. **Term of Office.** After the terms of the initial Directors as set forth below in Section 5.3, Directors shall be elected to three-year terms. If the number of Directors is increased or decreased in the future, the term of the position added or deleted shall be until the next election of the Members of the Board of Directors. Each Director shall hold office until such Director's successor is elected and qualifies.

5.3. **Election.** Until the Turnover Date, only the Declarant shall be entitled to elect Directors. Directors elected or appointed need not be Members. From and after the Turnover Date, the Board shall consist

of five (5) directors: three (3) appointed and removable by Declarant, one (1) appointed by the Commercial Subcommittee, and one (1) appointed by the Residential Subcommittee. The persons receiving votes in an election for open Director positions shall be ranked by the number of votes received. Voting for Directors may be by written ballot.

5.4. **Resignation and Removal of Directors.** Subject to the provisions of Sections 4.13 and 5.3 above, a Director may resign at any time by giving written notice to the other Directors and the Secretary of the Association stating the effective date of such resignation. Directors may be removed and vacancies on the Board may be filled as follows:

(a) Any Director may be removed, with or without cause, at a regular or special meeting of the Members by a majority of Total Voting Interests entitled to elect or appoint such Director. A successor to any Director so removed may be elected at such meeting to complete the term of the removed Director. Until the Turnover Date, if Declarant held the right to elect or appoint such Director, Declarant shall have the sole right to elect the successor. A Director whose removal is proposed by the Members shall be given notice of the proposed removal at least ten (10) days prior to the date of such meeting and shall be given an opportunity to be heard at such meeting.

(b) Upon the death, disability, or resignation of a Director, the Member that has the right to appoint or elect such Director may appoint a successor to complete the term of the vacated position.

5.5. **Compensation.** No Director shall receive compensation for service rendered to the Association. Upon approval of the Board of Directors, Directors shall be reimbursed by the Association for actual expenses incurred in the performance of his or her duties as a Director. The Directors may adopt guidelines for reimbursement of such expenses.

5.6. **Action Taken Without a Meeting.** With a written approval signed by all Directors, the Directors may, without a meeting, take any action which they can take at a meeting. Any action so approved shall have the same effect as though taken at a meeting of the Directors. The Secretary shall promptly record any action taken by unanimous consent.

ARTICLE 6 MEETINGS OF DIRECTORS

6.1. **Regular Meetings; Annual Meeting.** Regular meetings of the Board of Directors shall be held on such dates and at such times and places as fixed by the Board from time-to-time. By notice to the Directors or as approved at any meeting of the Directors, the date, time or place of any regular meeting may be changed by the President or a majority of the Board. Such notice shall be in the same form and given in the same manner as a notice of a special meeting. The annual meeting of the Directors shall be held immediately following the annual meeting of the Members. All meetings of the Board shall be open to Members except during executive sessions held pursuant to or as permitted by applicable law.

6.2. **Special Meetings.** Special meetings of the Board of Directors may be called by the President or a majority of the Board upon notice to all Directors. Written notice stating the place, day, and hour of each special meeting shall be delivered at least three (3) days before the date of the meeting. Notices of all special meetings shall also state the purpose of the meeting. Notices shall be delivered at the direction of the Secretary, either personally or by first-class or registered mail, to each Director's address shown on the Association's records. Notices mailed shall be deemed delivered when deposited in the United States mail, postage prepaid. Notices personally delivered shall be deemed delivered upon tender of delivery to the Director or to any resident or adult present at the address of the Director shown on the Association's records.

6.3. **Waiver of Notice.** Any notice required to be given by the Articles, these Bylaws or by law may be waived, in writing, before or after the time of such meeting, whether or not the Director attends the meeting. The presence of a Director at any meeting shall be a waiver of all required notices unless the Director's attendance is for the express and sole purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and the Director expresses that purpose when the meeting is commenced. If the Director otherwise participates in the meeting, either before or after challenging its validity, or remains at the meeting after challenging its validity, the Director shall be deemed to have waived all required notices of the meeting.

6.4. **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Except as otherwise provided in the Articles, these Bylaws or by applicable law, every action taken or decision made by a majority of the Directors present (in person or by lawful proxy if permitted) at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. .

6.5. **Telephonic or Video Conferencing.** The Board of Directors may meet by telephonic, video conferencing or any other electronic means allowing all to hear and participate or as otherwise permitted by Mississippi law.

6.6. **Temporary Alternate Directors.** In the event a Director is unable to attend a particular meeting of the Board (a "Missing Director"), the Declarant, Commercial Subcommittee, or Residential Subcommittee that appointed such Director shall have the right to appoint a temporary Director to attend such meeting and to vote for the Missing Director for that meeting only (an "Alternate Director"). Any such appointment shall be made by written or electronic notice to the Secretary of the Association prior to or at the commencement of the meeting at which such Alternate Director will serve. An Alternate Director so appointed shall have no greater rights than did the Missing Director whom he or she temporarily replaces and shall be counted for purposes of quorum and voting only for such meeting. For the avoidance of doubt, the appointment of an Alternate Director pursuant to this Section is intended to constitute a temporary designation of a Director and not the appointment of a proxy. To the extent proxies are permitted under applicable law, the Missing Director may appoint a proxy to serve at such meeting in the same manner as described above for an Alternate Directors and such proxy may be one of the other Directors.

ARTICLE 7 POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1. **General.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association. The Board of Directors may take all action in exercise of such powers unless prohibited or exclusively reserved to the Members or the Declarant in the Articles, these Bylaws, the Declaration or applicable law.

7.2. **Specific Powers and Duties.** Without limiting the generality of powers and duties set forth in Section 7.1, the Board of Directors shall have the following powers and duties:

- (a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration;
- (b) To establish, make, amend and enforce compliance with such rules and regulations as are reasonably necessary for the operation, use and occupancy of the Community, subject to the provisions of the Declaration. A copy of such rules and regulations shall be delivered or mailed to each Member promptly after adoption;

(c) To maintain and keep in good order, condition and repair the Common Property and all items of personal property, if any, used in the enjoyment of the Common Property. No approval of the Members is required for expenditures for these purposes, except as otherwise required by the Declaration or these Bylaws;

(d) To provide limited lawn, landscaping and snow clearing services pursuant to the terms of the Declaration for which no approval of the Members shall be required for such expenditures except as set forth in the Declaration;

(e) To fix, determine, assess and collect the Assessment, fines, initiation fees and working capital contributions, as applicable, and to decrease or increase the amounts thereof, as provided in the Declaration;

(f) To collect delinquent Assessments by suit or otherwise, to enjoin or seek damages from a Member as provided in the Declaration and these Bylaws and to exercise other remedies for delinquent Assessments as set forth in the Declaration;

(g) To borrow funds in order to pay for any expenditure required or permitted under the Declaration or these Bylaws and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary;

(h) To enter into contracts within the scope of the Board's duties and powers;

(i) To establish one or more bank accounts for the operating and other accounts of the Association and for all separate funds which are required or may be deemed advisable by the Board of Directors;

(j) To cause to be kept and maintained full and accurate books and records showing all of the receipts, expenses and disbursements of the Association and to permit examination thereof by Members or their Mortgagees at convenient weekday business hours;

(k) To cause all private street lights, access roads, parking areas and driveways in and to the Subdivision and across the Property to be maintained, except as otherwise provided under the Declaration; provided, however, the Board of Directors shall undertake such activities for areas outside of the Common Property only in their sole discretion;

(l) To hire managers and other persons, firms and entities to perform any of the duties, powers or obligations set forth herein or in the Declaration, including the Declarant or its affiliates as long as the fees and charges for their goods and services are fair and reasonable and on such terms no less favorable to the Association than would be obtained in an arm's-length transaction;

(m) To provide notice to the Members of any legal proceedings in which the Association is a party other than enforcement of the Declaration or pertaining to recovery of unpaid Assessments; and

(n) To have and exercise the powers and duties set forth in the Declaration.

7.3. **Accounts and Reports.** The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) Cash accounts of the Association shall not be commingled with any other accounts;

(b) Nothing of more than nominal value shall be accepted by the Board of Directors from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, services fees, prizes, gifts or otherwise, except Directors who are employees of the Declarant may accept compensation from the Declarant;

(c) All financial and other interests which a member of the Board of Directors has in any firm, other than the Declarant, providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(d) Commencing at the end of the first calendar year in which these Bylaws are adopted and continuing on an annual basis, financial reports shall be prepared for the Board of Directors containing:

(i) an income statement reflecting all income and expenses for the preceding year determined on a cash basis;

(ii) an account activity statement reflecting all receipt and disbursement activity for the preceding year on a cash basis; and

(iii) a delinquency report listing all Members who have been delinquent during the preceding year in paying any installment of any Assessments and who remain delinquent at the time of the report, and describing the status of any action to collect such installments which remain delinquent;

(e) A balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year shall be distributed to the Members. At the written request of any Member or Mortgagee, such statements shall be audited at the requesting party's sole expense. Any such audited statements shall be delivered to the Member requesting the report and to the Association and other Members upon payment of a reasonable fee for copying; and

(f) An account status report reflecting the status of all accounts in an "actual" versus "approved" budget format with a budget report reflecting any actual or pending obligations which are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent (10%) of a major budget category (as distinct from a specific line item in an expanded chart of accounts) shall be prepared for the Board periodically and available to all Members on an annual basis.

7.4. **Hearing Procedure.** The Board shall not impose a fine, suspend voting rights or suspend any other rights of a Member for any violation of rules and regulations or of other provisions of the Association Documents by the Member, or person residing with or visiting the Member, unless and until the following procedure is followed:

(a) Written demand to the Member to cease and desist from the alleged violation shall be served upon the Member specifying:

(i) the alleged violation;

(ii) the action required to be taken or refrained from continuing in order to abate the violation; and

(iii) the time period of not less than two (2) days for the Member to abate the violation if such violation is a continuing one, or to deliver to the Board a statement that no similar violation will occur if the violation is not a continuing one.

(b) If the violation continues unabated after the period allowed in the demand for abatement thereof or if the same violation reoccurs at any time within twelve (12) months of the original demand, the Board shall serve the Member in violation with written notice of a hearing to be held by the Board. The notice shall contain:

(i) the nature of the alleged violation;

(ii) the time and place of the hearing, which time shall be not less than ten (10) days from the time notice is given;

(iii) an invitation to attend the hearing to produce any statement, evidence and witness on the Member's behalf; and

(iv) the proposed sanction to be imposed.

(c) The hearing shall be held pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the Member affected appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction imposed, if any. Written and oral evidence may be presented. The presenting party shall provide copies of any written evidence to any other party or parties involved in the matter or dispute under review at the hearing. The decision of the Board shall be final and not subject to appeal to the Members, any court or other entity or tribunal.

These procedures are not necessary to impose any sanction, penalty or lien for nonpayment of a delinquent Assessment.

ARTICLE 8 OFFICERS AND THEIR DUTIES

8.1. **Enumeration of Officers.** The officers of the Association shall be a President, one or more Vice Presidents if and as determined by the Board, a Secretary, a Treasurer and such other officers as the Board may, from time-to-time, create or elect by resolution. No officer of the Association need be a member of the Board of Directors.

8.2. **Election; Term.** Officers shall be elected at the annual meeting of the Board of Directors. Officers shall hold office for one year or until his or her successor is duly elected and qualified or his or her earlier death, resignation, removal from office or disqualification to serve.

8.3. **Resignation and Removal.** Subject to the provisions of Section 4.13 above, the Board of Directors may, at any time, remove any officer from office with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified in the notice. Unless otherwise

specified in the notice of resignation, the acceptance of such resignation shall not be necessary to make it effective.

8.4. **Vacancies.** Subject to the provisions of Section 4.13 above, a vacancy in any office may be filled by election by the Board. The officer elected to such vacancy shall serve for the remainder of the term of the officer replaced.

8.5. **Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices specifically enumerated in Section 8.1 hereof.

8.6. **Duties.** The duties of the officers are as follows:

(a) The President shall: (i) preside at all meetings of the Members, (ii) carry out the resolutions adopted by the Board of Directors, (iii) sign all leases, mortgages, deeds and other written instruments and agreements, (iv) co-sign all checks in excess of One Thousand Dollars (\$1,000) and promissory notes and (v) perform all other functions generally performed by presidents of similar nonprofit corporations.

(b) The Vice Presidents, in order of seniority if more than one is in office, shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act. Vice Presidents shall also (i) co-sign all checks in excess of One Thousand Dollars (\$1,000), (ii) undertake those matters assigned by the President, and (iii) exercise and discharge such other duties as required by the Board.

(c) The Secretary shall (i) record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, (ii) serve notice of meetings of the Board and of the Members, (iii) keep appropriate current records showing the names and addresses of the Members, including copies of all deeds or other records evidencing their membership, and (iv) perform such other duties as required by the President or the Board of Directors.

(d) The Treasurer shall (i) receive and deposit all monies of the Association in appropriate bank accounts, (ii) disburse Association funds as directed by resolution of the Board of Directors or direction of the President, (iii) sign all checks and promissory notes of the Association, (iv) keep proper books of account, (v) prepare or cause the preparation of an annual budget and the financial statements required by Section 7.4 hereof and deliver or make copies available of each to the Members, and (vi) perform such other duties as required by the President or the Board of Directors.

(e) The President or the Vice President may prepare or cause to be prepared and execute and cause to be recorded, any amendments or supplements to the Declaration made pursuant to its provisions and the Secretary may certify the same.

ARTICLE 9 COMMITTEES

9.1. **Architectural Review Committee.** Prior to the Turnover Date, only the Declarant shall be entitled to elect and remove members of the ARC (the "Review Committee"). At such times, the Review Committee shall be composed of at three (3) members who need not be Members or Directors and who may be compensated by the Declarant.

After the Turnover Date, the Board of Directors shall appoint the Review Committee, which shall be composed of no more than three (3) Members. Up to one-third (1/3) of the total members of the Review Committee (a) need not be a Member and (b) may be compensated by the Association for his or her services. The remaining member(s) of the Review Committee shall be either members of the Board of Directors or Members, as the Board determines. The members of the Review Committee shall serve at the pleasure of the Board of Directors and may be removed or replaced at any time. The initial members of the Board of Directors shall be the initial members of the Review Committee.

With respect to the Review Committee, the Declaration shall control any conflict between the terms thereof and of these Bylaws.

9.2. **Other Committees.** The Board of Directors may appoint such other committees as it deems appropriate or desirable in carrying out its powers, duties and purposes.

ARTICLE 10 INDEMNIFICATION

The Association shall indemnify, hold harmless and defend the members of the Board of Directors, the officers of the Association, the members of Board committees, including the Review Committee, and all other persons specifically identified by resolution of the Board of Directors to the greatest extent permitted by Mississippi law. The Board of Directors may purchase insurance to satisfy, in whole or in part, the foregoing indemnification obligations.

ARTICLE 11 AMENDMENTS

11.1. **Amendments.** Amendments to the Association shall be proposed and adopted by the Board in the following manner:

(a) Prior to the Turnover Date, any provision of these bylaws, including Article 11, may be amended, modified, altered, change, canceled or revoked only by Declarant.

(b) At all other times, these Bylaws may be amended, modified, altered, changed, canceled or revoked by the affirmative vote of a majority of all Members except those provisions that require, by their terms, a greater percentage of the Members to approve the matters addressed in the provision. Those provisions requiring the approval of a greater percentage of the Members may be amended, modified, altered, changed, canceled or revoked only with the approval of such greater percentage of Members entitled to vote thereon. The terms of this Article 11 may be amended, modified, altered, changed, canceled or revoked (i) prior to the Turnover Date, only by the Declarant, and (ii) after the Turnover Date, only with the approval of Super Majority of the Total Voting Interest.

(c) Amendments to these Bylaws shall become effective upon recordation in the Chancery Clerk Office, unless a later effective date is specified therein.

(d) Any procedural challenge to an amendment must be made within four (4) months of its recordation in the Chancery Clerk Office. In no event shall a change of conditions or circumstances operate to amend any provisions of the Declaration or Bylaws.

**ARTICLE 12
MISCELLANEOUS**

12.1. **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date the Association is incorporated.

12.2. **Records Retention.** The Board of Directors and the Officers shall cause all records, financial and other information that are required to be prepared and/or maintained by the Act to be retained for at least five (5) years. All records retained by the Association shall be made available for examination by any Member or its agent during normal business hours upon at least ten (10) days' written notice identifying the specific records requested. The Association may charge a reasonable fee for providing copies of any records.

12.3. **Conflicts of Documents.** In the case of any conflict between the Articles and these Bylaws, the Articles shall control. Any conflict between the Declaration and these Bylaws shall be controlled by the Declaration. Any conflict among either these Bylaws or the Declaration and the Act shall be controlled by the Act.

12.4. **Dissolution.** The Association shall exist perpetually; however, it may be dissolved by the Board upon the consent of Members holding not less than seventy-five percent (75%) of the Members present and voting at an annual or special meeting duly called for such purpose where quorum is present. Upon dissolution of the Association, except as the result of a merger or consolidation, the assets of the Association shall be dedicated to an appropriate municipality or public corporation or agency to be used for purposes similar to those for which this Association was created. If such body does not accept such dedication, the assets shall be granted, conveyed and assigned to any not-for-profit corporation, association, trust or other organization devoted, or to be devoted, to similar purposes.

The Declarant and the undersigned members of the Board of Directors have adopted these Bylaws by executing the same this _____ day of _____, 202_.

DECLARANT:

DIRECTORS:

CITY OF GAUTIER, MISSISSIPPI,
a Mississippi municipal corporation

By: Casey Vaughn
Its: Mayor



Exhibit 6.8

PROHIBITED USES

The following uses shall be prohibited on any portion of the Community:

- (a) flea market, pawn shop, second-hand store, swap meet or swap shop or “outlet store” selling merchandise that is damaged or discontinued, or off-price, thrift or so-called “dollar” stores;
- (b) bowling alley;
- (c) skating rink (other than temporary rinks for seasonal events, such as an ice-skating rink in the winter);
- (d) billiard room;
- (e) any house of prostitution or massage parlor (except that this shall not prohibit the providing of massages in connection with a full-service health spa or reputable massage businesses typically found in first-class shopping centers and developments such as Massage Envy, Spa Sydell and Natural Body Spa);
- (f) adult bookstore, adult video store, adult entertainment establishment, or other business which sells pornographic material or any lewd or sexually oriented purpose;
- (g) barber college;
- (h) tattoo or piercing parlor;
- (i) laundry or dry-cleaning services (other than a “drop-off” or “pick-up” station with no on-site dry-cleaning or laundry), laundromats or coin-operated wash facilities;
- (j) funeral home, parlor or cemetery;
- (k) any facility used for the sale, display or advertisement of any paraphernalia used in the preparation or consumption of controlled substances or for the sale of paraphernalia for use with illicit drugs or the sale of illicit drugs on or off premises; a shop known as a “vape” shop for the sale or consumption of vaporizers and vaporizer supplies; a shop known as a “head” shop that sells or dispenses marijuana, cannabis or similar products or foods or other products containing marijuana or cannabis or derivatives thereof;
- (l) facility for sale or use of marijuana, CBD, hemp oil or extracts, or similar substances whether intended for medical uses or otherwise;
- (m) liquor store for the primary purpose of selling alcohol for consumption off premises;
- (n) internet sweepstakes café, bingo or electronic or other game parlor or off-track betting establishment, casino, gambling or gaming facility;
- (o) convenience store which also provides gasoline or other fuel services;
- (p) carnival, amusement park or circus;
- (q) family planning or abortion clinic;
- (r) any sleeping quarters, shelters or free meal distribution centers for charitable or similar organizations;
- (s) gun shop or gun or shooting range of any type;
- (t) veterinary clinic, animal boarding facility, animal disposal facility or any other facility dealing with animals;
- (u) employment services for day labor or transient employees;
- (v) any business which engages primarily in check cashing/payroll loan services, cash advance services, pawn shops, or other similar services generally known as secondary market financial services;
- (w) industrial, heavy assembly or manufacturing related use;
- (x) automotive repair, body, or detailing shops;
- (y) storage yards, junk or salvage facilities, or outdoor warehousing;
- (z) car rental agency;
- (aa) auction house or bankruptcy fire sale organization;

- (bb) car washes;
- (cc) church, temple, synagogue, mosque, or other houses of worship or dedicated religious activities;
- (dd) campaign office for any political candidate, or office for any political party, political action committee, or similar organization;
- (ee) any instructional use, training or trade school, school, college or university other than as expressly approved in each instance by the Board, which approval may be withheld in the Board's sole discretion;
- (ff) any activity generating excessive noise, odor, or vibration inconsistent with surrounding uses within the Community;
- (gg) any use prohibited or restricted under the Belk Agreement during its term and within its designated area;
- (hh) any extra hazardous business, activity, use or purpose, as determined by the Board, and
- (ii) any activity that would violate any applicable laws, codes, ordinances, rules or regulations or any applicable governmental permit or certificate of occupancy or which create waste or a public nuisance.
- (jj) During the term of the Belk Agreement, the list of prohibited uses shall also include any additional prohibited uses set forth in the Belk Agreement.

The foregoing list of Prohibited Uses is solely for the benefit of the Association. No listing of Prohibited Uses or activities or similar prohibition herein is intended to give any Owner, tenant, Occupant, Mortgagee, guest, invitee or any other person any rights, including any property right, with respect to what uses, businesses, and/or activities, however described, may be carried out on any portion of the Community.

Exhibit 11.18

BELK PLAT

Summary of Draft Declaration

The following is a summary of certain key provisions of the draft Declaration. This summary is intended as a guide of certain key provisions and is not intended as an exhaustive or complete list of all terms and provisions. Each item referenced below is subject to the specific terms and provisions of the Declaration. We encourage you to carefully read and review the entire draft Declaration. All capitalized terms used herein shall have the meaning ascribed to such term in the Declaration.

1) Purpose

- **Determination of Need.** The City has determined that redevelopment of the Property is necessary for and supportive of the public health, safety, morals and welfare of the City and that the Declaration and the related structure is necessary and appropriate for promoting the redevelopment of the Property.
- **General Purpose.** The Declaration is intended to promote the creation and revitalization of the Property as a vibrant downtown area conducive for a variety of uses including public, commercial and residential components, and to support growth, renewal, development and sustainability of the Property as such, all for the benefit of the City. A purpose of the Declaration is to provide various protections, controls and limitations on the development, construction and use of the Property that is subject to the Declaration at any point in time which is intended to provide confidence and consistency for both developers and the City.
- **Mixed Use:** The Community contemplates a mixed-use development including commercial and residential uses. The Community may also include Common Property and public space amenities as determined by Declarant.
- **Commercial Uses:** Commercial uses include Retail, restaurant, service, office, medical, entertainment, hospitality including hotel, fitness, and other customary commercial uses are permitted within Commercial Units, subject to the Operating Rules, approval of the ARC, and Legal Requirements.
- **Residential Uses:** Residential is used primarily for residential purposes. No business or trade shall be conducted in any Residential Unit except a home occupation that (i) complies with Legal Requirements, (ii) does not involve on-site customers or deliveries, and (iii) does not create noise, odor, light, or other impacts detectable outside the Unit. Note residential includes multifamily and senior or assisted living.
- **Community Documents:** Include Declaration, Association Article of Incorporation, Association Bylaws, Design Guidelines, Operating Rules (including the Commercial Operating Rules and Standards and the Residential Operating Rules and Standards).
- **Additional Property:** Declarant has the right to add Additional Property to the Community during the Declarant Control Period

2) Governance & Control

- **Declarant/City:** The City of Gautier is the Declarant and retains appointment and consent rights during the Declarant Control Period, including oversight and appointment of the Architectural Review Committee ("ARC"). Declarant essentially has control during the Declarant Control

Period which lasts as long as the City owns property within the Community. The Declarant has broad authority to permit, consent or modify most aspects of the Declaration and allow some variations.

- **Association:** A MS non-profit entity will be created to administer the Declaration as the Association. It will be called Gautier Town Commons Owners Association, Inc. All Owners will be Members including the City.
 - **Board of Directors:** Five directors with three appointed by the City (a continuing majority) and with the Residential Unit Owners and the Commercial Unit Owners each appointing one director. Note we provided for proxy voting by directors if permitted by law. The Board also has broad authority throughout the Declaration to permit waivers or allow certain modification or grant permissions subject to the Declarant approval during the Declarant Control Period.
 - **Subcommittees:** Commercial and Residential Subcommittees provide component-specific recommendations and advice, but actions are effective only upon Board approval.
 - **Architectural Review Committee:** Reviews and approves exterior Improvements (storefronts, signage, lighting, equipment screening, patios, and visible landscaping) under Board-approved Design Guidelines.
 - **Occupants:** Occupants are bound by the Declaration including the use restrictions and should be included in all lease documents.
-

3) Membership, Voting & Meetings

- **Membership:** Each Unit Owner is a Member of the Association; membership runs with title.
 - **Weighted voting:** Voting Units are set at one (1) vote per 100 square feet of floor area — GLA for Commercial Units and NRA for Residential Units. Fractional votes are not recognized. For example, if a unit consists of 5,285 square feet, the Voting Units would be equal to 52 (5,285/100 = 52.85 rounded down to 52). If a Unit is undeveloped, we set the Voting Units at 75 until Improvements are completed.
 - **Component voting:** Commercial Matters are voted on only by Owners of Commercial Units; Residential Matters only by Owners of Residential Units. Mixed issues may be bifurcated or submitted to all Members.
 - **Total Voting Interest:** All quorum and voting thresholds are based on Total Voting Interest. Proxies and electronic meetings are authorized.
 - **Member Meeting:** Quorum for a Member meeting is set at 35% and in general actions are approved by a Majority of those present.
-

4) Assessments, Budgets & Reserves

- **Types:** Assessments are determined by the Declarant and the Board. (a) Annual Assessments for operations and reserves; (b) Special Assessments for capital or unbudgeted costs; (c) Specific/Benefited Assessments directed to a Unit or subset for damage, default, or special services. There is a cap on annual Special Assessments at S___ TBD (with a CPI Index adjustment) or 10 times the then current Annual Assessment.
- **Declarant Exemption:** Units owned by the City/Declarant are exempt until conveyed to third parties.
- **Allocation:** Annual and Special Assessments are calculated by square footage (GLA for Commercial; NRA for Residential). The square footage includes the square footage of permitted

Improvements per a site plan or while under construction. **Will the Declarant want to access undeveloped Units before site plan approval or will the City require a site plan as part of the acquisition process under a PSA?** The Board may establish differentiated rates if justified by cost or usage in a fair and equitable manner.

- **Reserves:** Reserves may be established and maintained by the Board.
 - **Reserve Contribution at Closing:** Each buyer pays a one-time contribution to reserves at closing in an amount set by the Board.
 - **Billing & Collection:** Frequency set by the Board (monthly, quarterly, semi-annual, or annual). Unpaid sums accrue late fees and interest, create a continuing lien on the Unit, and are personally collectible through acceleration and foreclosure remedies as allowed by Mississippi law.
-

5) Common Property, Use Rights & Easements

- **Use Rights:** All Owners, Occupants, and guests hold non-exclusive easements for ingress, egress, and use of Common Property, subject to Board regulation (hours, guest limits, fees, exclusive scheduling, or third-party licenses with standard insurance and indemnity requirements).
 - **Encroachments:** Reciprocal encroachment easements allow minor overhangs or settlement up to three (3) feet between separate buildings/Units or Unit–Common Property. They do not apply to Units within the same building separated by demising walls governed by that building’s instruments.
 - **Utilities and Drainage:** Blanket easements permit installation, maintenance, and relocation of utility and drainage systems and may be assigned to public utilities or the Association. All utilities and service lines except drainage installed within the above-described easements shall be installed underground and in compliance with all applicable Legal Requirements.
 - **Common Property:** The Declarant may convey Common Property to the Association; once accepted, the Association assumes maintenance obligations.
 - **Ingress/Egress limits:** Common Property rights do not grant an Owner access across another Owner’s Unit.
-

6) Use Restrictions & Operating Rules

- **Types:** The Declaration provides various use and operational rules and restrictions which may be altered or waived by the Declarant and Board. The majority of these rules and restrictions apply to the Community as a whole. While a few apply only to Residential or Commercial.
- **General Standards:** Prohibits nuisances and hazardous activities; regulates temporary structures and outdoor events; requires screening of rooftop or ground-mounted equipment; and mandates compliance with Legal Requirements. Other restrictions include: no environmental hazardous materials, limitations on noise and light pollution, trash and rubbish procedures, animal limitations, sign limitations, holiday decorations, tree removal, no hunting or firearms permitted, limits on outdoor structures, play equipment and sports courts, window covering/treatment regulations, and generally prohibiting unsightly or unkept areas. **Does the City want to limit outside fireplaces, fire pits or grilling areas?**
- **Commercial Operations:** Commercial Units are subject to rules and restrictions which include: prohibitions on activities that have adverse operating impacts on Residential, limitation on operating hours, odors, garbage, grease treatment, loading areas, signage, limitations on outside or street sales. See also the list of specific prohibited uses in Exhibit 6.8 of the Declaration.

- **Residential Operations:** Residential Units are subject to rules and restrictions which include: prohibition on short term rentals, noise limitations, move in and out procedures, balcony and patio use restrictions.
 - **Landscaping:** ARC approval is required for visible installations or material changes; dead or diseased materials must be replaced promptly. Design Guidelines may specify plant types, irrigation standards, and sight-line protection.
 - **Parking, Vehicles & circulation:** The Board may regulate speed limits, designate parking zones, and enforce towing or fines to protect safety and appearance.
 - **Improvement Design and Construction:** Architectural standards and ARC approval requirements. ARC must approve all construction or installation of Improvements, exterior construction, alteration, renovation, addition, or erection of any nature whatsoever and all related plans and specifications and exterior finishes (not interior finishes). ARC has oversight on the Design Guidelines as established by the Declarant and the Board.
-

7) Maintenance Responsibilities & Enforcement

- **Association Duties:** Maintain Common Property and any other areas designated by the Board (e.g., entry features, signage, rights-of-way accepted for maintenance).
 - **Owner Duties:** Full responsibility to maintain Improvements within each Unit, including building exteriors, roofs, MEP/life-safety systems, private paving and striping, lighting, refuse/grease facilities, landscaping/irrigation, and stormwater systems.
 - **Enforcement:** The Association may issue notice to cure violations, impose fines, suspend use rights, perform self-help work, and recover costs as Specific Assessments. Emergency entry is permitted to protect health, safety, or property.
-

8) Insurance, Casualty & Condemnation

- **Association Coverage:** Association carries liability, O&D liability and property on Common Property Improvements if any. Deductibles may be charged to the party causing the loss or treated as a common expense.
 - **Owner Coverage:** Each Owner must carry liability coverage naming the Association as additional insured with set limits for the total amount of liability coverage (\$5 million minimum) and property coverage on its Improvements as determined by the Owner.
 - **Casualty losses:** Partial damage must be repaired. For total loss, the Owner must clear debris and restore the site to a neat, safe condition if not rebuilding. For Common Property, repair/reconstruction is presumed unless a Super-Majority of the Members and the Declarant and Board agree otherwise.
-

9) Mortgagee Protections

- Eligible Mortgagees may register to receive notice of significant events.
- Mortgagees have no voting rights unless the Mortgagee takes title.

10) Amendments, Belk & Duration

- **Amendments:** The Declarant may unilaterally adopt amendments required for compliance with laws, title insurer or lender requirements, or technical corrections. Broader amendments generally require a Super-Majority 75% of the Total Voting Interest and, during the Declarant Control Period, Declarant consent. Amendments are effective upon recordation in the Jackson County Chancery Clerk's Office unless a later date is specified.
- **Belk Priority:** During its term, the Belk Agreement controls in the event of any direct conflict; upon its expiration, this Declaration governs in all respects. The Belk Agreement has a 17-year term and expires September 2040.
- **No Partition:** No permitted subdivisions of a Unit.
- **Duration:** The Declaration runs with title to each Unit and remains in force in perpetuity with an alternative 75-year initial term with automatic 50-year renewals unless terminated by a Super Majority and consent of the Board and City.
- **Governmental Immunity:** Sovereign Immunity MS Torts Claim Act protection provision to the extend allowed by law.

98304437.v2

Client: City of Gautier, MS
Matter Number: 057387.262936
Billing Professional: Steve M. Hendrix

Invoice Number: 10504314
Invoice Date: December 5, 2025

DUE UPON RECEIPT

Chassity Bilbo
City of Gautier, MS
cbilbo@gautier-ms.gov
3330 US 90
Gautier, MS 39553

Matter: Project Town Commons

INVOICE

FLAT FEE BILLING FOR THIS MATTER	\$42,500.00
TOTAL COSTS FOR CURRENT BILLING PERIOD	\$526.00
TOTAL AMOUNT DUE FOR THIS MATTER	<u>\$43,026.00</u>

WIRE INSTRUCTIONS

Transferee Bank: Regions Bank (Main Office)
Attn: Wire Transfer Department
1900 Fifth Avenue North
Birmingham, Alabama 35203
(800) 843-1158

ABA Routing No: 062-005-690

SWIFT CODE: UPNBUS44
(International)

For the Account of: Butler Snow LLP
(Beneficiary) 1020 Highland Colony Parkway
Suite 1400
Ridgeland, MS 39157

Operating Account No: 500-21-032-80

PLEASE REFERENCE: 10504314/057387.262936

**Please reference matter and invoice number(s) with payment.*

Tax I.D. 64-0331849

FOCUS | TEAMWORK | INNOVATION | SERVICE | EXPERIENCE | VALUE | RESPONSIVENESS

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
January 20, 2026**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
