

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
February 17, 2026 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. Tasty Thursday will be February 26th, starting at 11am at Gautier Town Commons (former SR Mall Property).**
- 2. City of Gautier's Outdoor Movie Night, featuring Soul, will be Friday, March 6th, starting at 6:30pm at Bacot Park.**

IV. Presentation Agenda

V. Business Agenda

1. Consideration for Abatement at 5505 Collingswood, Gautier, MS

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Consideration for Abatement at 2307 West Park Drive, Gautier, MS

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District, located at 3408 Raintree Drive, Gautier, MS (GPC #26-01-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Consideration for a City-Initiated Rezoning of six (6) Properties from I-Industrial to AG Agricultural, located on C Byrd Road, Gautier, MS (GPC #26-02-RZ)

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

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

- 1. Approval of Minutes from the Special Called Meeting held January 30, 2026, and the Regular Council Meeting held February 3, 2026**
- 2. Receive December 2025 Finance Report**
- 3. Approval of a request from Mississippi Gulf Coast Community College for the use of four (4) portable lights**
- 4. Authorization to Acknowledge Bid and Award Contract for the Shepard State Park Bathhouse Renovation Project**
- 5. Authorization to Acknowledge Bids and Award a Contract for Section 592 Bucks Road Lift Station Improvements Project**
- 6. Authorization to submit an application to the Mississippi Office of Homeland Security State and Local Cybersecurity Grant Program (SLCGP) for all City of Gautier Departments**

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

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
February 17, 2026**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Tasty Thursday will be February 26th, starting at 11am at Gautier Town Commons (former SR Mall Property).
2. City of Gautier's Outdoor Movie Night, featuring Soul, will be Friday, March 6th, starting at 6:30pm at Bacot Park.

NOTES:



GAUTIER PRESENTS

TASTY

THURSDAY!

4TH

THUR.

11 AM



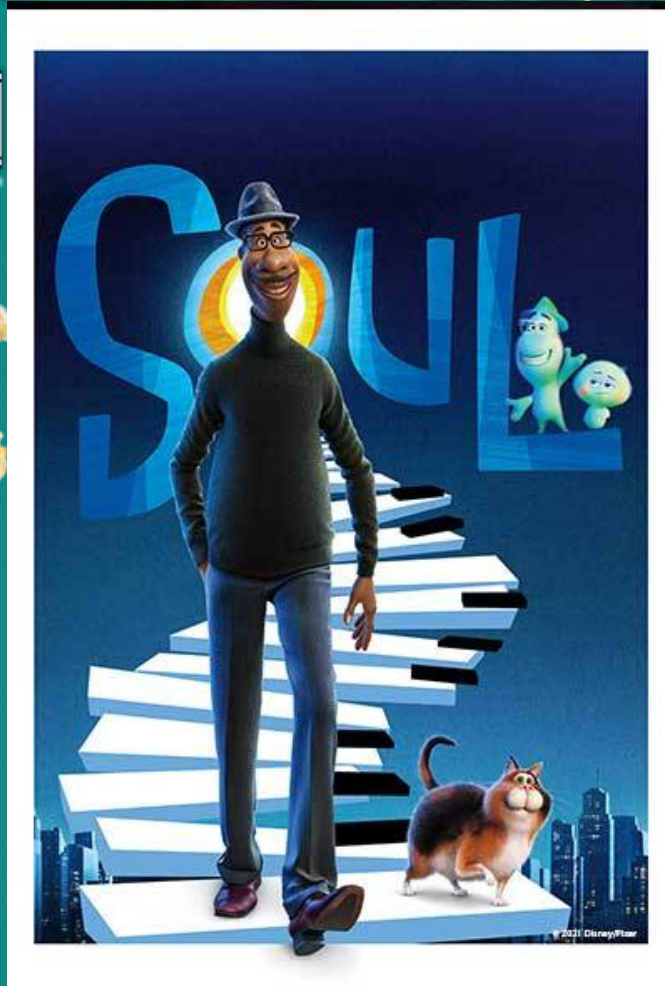
**GOOD EATS
FROM AWESOME
FOOD TRUCKS**

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

CITY OF GAUTIER OUTDOOR MOVIE NIGHT

FREE
POPCORN



FRIDAY MARCH 6TH 6:30 PM

BRING YOUR LAWN CHAIRS & BLANKETS AND ENJOY A MOVIE ON
THE BIG SCREEN BACOT PARK 2300 LADNIER RD.

CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
February 17, 2026

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES:

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

Council Meeting:
Title:

**February 17, 2026
Consideration for Abatement at 5505 Collingswood,
Gautier, MS**

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for an Abatement at 5505 Collingsworth, Gautier, MS.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, after proper notice, on or about February 17, 2026, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 5505 Collingswood, Gautier, MS; and

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

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 5505 Collingswood, Gautier, MS 39553, by demolishing the dilapidated, deteriorating, and unsafe structure, as recommended by the Planning Department.

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

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 17, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 02/10/2026
Subject: Consider Abatement of 5505 Collingswood, Gautier, MS (Amy Bishop)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to demolish the dilapidated, deteriorating, and unsafe structure on this property.

BACKGROUND:

DISCUSSION:

The property located at **5505 Collingswood** has been in a state of neglect and a code enforcement case for almost 5 months. Since early 2025, the residence has been without running water even though some people appeared to be living in the house after the passing of the original owners. With the death of the owners, it became clear the house was a frequent site for **unauthorized occupancy by squatters and vagrants**. These activities led to multiple **complaints from nearby residents and concerns about safety, sanitation, and property values**.

In response, the property was **formally condemned** this year in October, and the City took steps to have all unauthorized occupants removed. Unfortunately, approximately one week after it was vacated, the structure **caught fire and sustained catastrophic damage**, leaving it **entirely beyond repair**. Currently, the remains of the building stand as a **burned-out, unsafe shell**, posing serious structural hazards and potential environmental risks due to debris, unstable foundations, and possible contamination from burned materials. The house occupies a **high-visibility location** along **Martin Bluff Road**, directly adjacent to the site of ongoing roadway expansion and **new infrastructure improvements**. Moreover, it sits at the **main entrance to a heavily trafficked residential subdivision**, which makes its appearance particularly detrimental to the city's image and to nearby homeowners who have invested in maintaining their properties. The lingering presence of this blighted structure creates not only a **safety risk** but also a **negative first impression** for anyone entering the area.

Given the property's **unsafe condition, history of code violations, and safety concerns**, the **Gautier Planning Department** recommends that the City Council **authorize demolition of the remaining structure and complete cleanup of the site**. Removing the debris, grading the lot, and restoring it to a clean and stable condition will **improve neighborhood safety** and **eliminate a potential hazard** for both residents and city workers.

RECOMMENDATION:

The Code Enforcement office requests the City Council approve this abatement for the demolishing of the structure and to clear the lot in accordance with the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

If approved, Council may:

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

Collect the cost through Civil proceedings.

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

ATTACHMENTS:

1. Pictures
2. Parcel and Tax Info
3. Code Case History

4. Abatement Public Notice Posted
5. Abatement Hearing Notification Letter
6. Memorandum Public Hearing

**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning and Building Director
From: Patrick Fagan, Code Enforcement Officer
Date: December 19, 2025
Subject: 5505 Collingswood (demolish and clean)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to demolish the dilapidated, deteriorating, and unsafe structure on this property.

DISCUSSION:

The property located at **5505 Collingswood** has been in a state of neglect and a code enforcement case for almost 5 months. Since early 2025, the residence has been without running water even though some people appeared to be living in the house after the passing of the original owners. With the death of the owners, it became clear the house was a frequent site for unauthorized occupancy by squatters and vagrants. These activities led to multiple complaints from nearby residents and concerns about safety, sanitation, and property values.

In response, the property was formally condemned this year in October, and the City took steps to have all unauthorized occupants removed. Unfortunately, approximately one week after it was vacated, the structure caught fire and sustained catastrophic damage, leaving it entirely beyond repair. Currently, the remains of the building stand as a burned-out, unsafe shell, posing serious structural hazards and potential environmental risks due to debris, unstable foundations, and possible contamination from burned materials.

The house occupies a high-visibility location along Martin Bluff Road, directly adjacent to the site of ongoing roadway expansion and new infrastructure improvements. Moreover, it sits at the

main entrance to a heavily trafficked residential subdivision, which makes its appearance particularly detrimental to the city's image and to nearby homeowners who have invested in maintaining their properties. The lingering presence of this blighted structure creates not only a safety risk but also a negative first impression for anyone entering the area.

Given the property's unsafe condition, history of code violations, and safety concerns, the Gautier Planning Department recommends that the City Council authorize demolition of the remaining structure and complete cleanup of the site. Removing the debris, grading the lot, and restoring it to a clean and stable condition will improve neighborhood safety and eliminate a potential hazard for both residents and city workers.

RECOMMENDATION:

The Code Enforcement office requests the City Council approve this abatement for the demolishing of the structure and to clear the lot in accordance with the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

If approved, Council may:

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

Collect the cost through Civil proceedings.

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

ATTACHMENTS:

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

Case Type Code 🔒 Project 🔍 ✕ Opened 3/24/2021

Case Status Resolved ▼ District ▼ Closed 12/21/2021

Description Parking in Grass, Outside Storage, 📝 Assigned To Webber, Clay ▼ ☐ Emergency

🌐 Parcels (1) 🏠 Addresses (1) 🗺️ Zones (1) 👤 Violator/Contacts 📝 Notes (4) 👤 Activities 💰 Fees 🔴 Holds 🔍 Inspect

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

	Text	📝	Created By	📝	Date Created
>	✖ SPOKE TO TIMOTHY HERBERT 228-281-52	📝	Enforcement, Code	🔒	7/21/2021 4:54:25 PM
	✖ Affidavit sent 7/6/21 HCW	📝	Enforcement, Code	🔒	7/6/2021 1:50:48 PM
	✖ Spoke with someone who lives there. I ga	📝	Enforcement, Code	🔒	4/7/2021 2:16:40 PM
	✖ Parking in Grass (5 vehicles), outside stor	📝	Enforcement, Code	🔒	3/24/2021 2:30:05 PM

Code Case Details

🔗 Launch App 🔄 Refresh 🔍 Search 👤 Action ▼ 📄 New ✕ Delete 💾 Save

Case Type Code 🔒 Project 🔍 ✕ Opened 9/19/2025

Case Status Resolved ▼ District ▼ Closed 10/22/2025

Description condemned. abate. aff 📝 Assigned To Fagan, Patrick ▼ ☐ Emergency

🌐 Parcels 🏠 Addresses (1) 🗺️ Zones 👤 Violator/Contacts 📝 Notes (10) 👤 Activities 💰 Fees 🔴 Holds 🔍 Inspect

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

	Text	📝	Created By	📝	Date Created
	✖ On this date I told residents they could n	📝	Fagan, Patrick	🔒	10/21/2025 4:47:32 PM
	✖ #623-6350 Amy Bishop, daughter of deci	📝	Fagan, Patrick	🔒	10/21/2025 4:47:08 PM
	✖ rcv council and city manager complaint. t	📝	Fagan, Patrick	🔒	10/21/2025 4:09:19 PM
	✖ 5503 ltr was rts. so the address is not 55	📝	Fagan, Patrick	🔒	10/3/2025 8:33:44 AM
	✖ MAILED CONDEMNATION LETTER	📝	Fagan, Patrick	🔒	9/19/2025 3:31:30 PM

Current Date **12/30/2025**

Tax Year 2023

Records Last Updated **12/29/2025**

PROPERTY DETAIL

OWNER	POOLE ROBERT G & DONNA	ACRES : .19
	5505 COLLINGWOOD	LAND VALUE : 3240
		IMPROVEMENTS : 29290
	GAUTIER MS 39553	TOTAL VALUE : 32530
		ASSESSED : 3253

PARCEL 85080014.000

ADDRESS 5505 COLLINGSWOOD

TAX INFORMATION

YEAR 2023	TAX DUE	PAID	BALANCE
COUNTY	0.00	0.00	0.00
CITY	0.00	0.00	0.00
SCHOOL	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION





Mayor: Casey Vaughan
At Large: Eric Minor
Ward 1: Cameron George
Ward 2: Richard Jackson
Ward 3: Kay C Jamison

CITY OF GAUTIER

Nature's Playground

Ward 4: Lorenzo Fuller, Sr
Ward 5: Dante Elbin
City Manager: Carlos Moulds
City Attorney: Josh Danos
City Clerk: Teresa L Montgomery

January 20, 2026

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

TO: Amy Bishop
5505 Collingswood
Gautier, MS 39553

Re: Notice of Public Hearing
5505 Collingswood

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **5505 Collingswood, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **February 17, 2026, at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

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

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

Sincerely,

Patrick Fagan

Mayor: Casey Vaughan
At Large: Eric Minor
Ward 1: Cameron George
Ward 2: Richard Jackson
Ward 3: Kay C Jamison

CITY OF GAUTIER

Nature's Playground

Ward 4: Lorenzo Fuller, Sr
Ward 5: Dante Elbin
City Manager: Carlos Moulds
City Attorney: Josh Danos
City Clerk: Teresa L Montgomery

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at 6:30 PM on February 17, 2026, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community:

5505 Collingswood

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





CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting:

February 17, 2026

Title:

Consideration for Abatement at 2307 West Park Drive, Gautier, MS

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for an Abatement at 2307 West Park Drive, Gautier, MS.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, after proper notice, on or about February 17, 2026, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 2307 West Park Drive, Gautier, MS; and

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

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 2307 West Park Drive, Gautier, MS 39553, by demolishing the dilapidated, deteriorating, and unsafe shed, tents, and canopies on the property; along with removing any trash/debris and inoperable vehicles on the property, as recommended by the Planning Department.

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

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 17, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 02/10/2026
Subject: Consider Abatement of 2307 West Park Drive, Gautier, MS (Secretary of Housing & Urban Development)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to demolish the dilapidated, deteriorating, and unsafe shed, tents, and canopies on this property; along with removing the trash/debris, and inoperable vehicles from the property, and secure the primary structure.

BACKGROUND:

DISCUSSION:

Multiple complaints have been made to the Code Enforcement office by concerned citizens regarding the maintenance and care of premises at 2307 West Park Drive. The property owner is in the process of a foreclosure and the Department of Housing and Urban Development has taken control of this property. The property has no electricity or water active. The front, rear, and garage access doors are open and unsecured. Housing and Urban Development advised by phone that they are still months away from being able to legally clean and maintain the property (as of 1/29/2026).

The vagrants squatting on the property have erected tents, and canopies near the shed. The entire property is filled with extensive amounts of trash, debris, scrap metal, and other similar items. At least one inoperable vehicle has been located near the rear property line of the home. The abundance of trash and other similar items has started to pour into the Elementary School property behind the home.

The storage shed in the back yard has multiple tarps on the roof indicating extensive leaks which have caused structural failure. On 1/28/2026, Gautier Police Department responded to 2307 West Park and removed four adult individuals and two dogs from the shed behind the home. Living in a storage shed without access to a bathroom, running water, or sewer, along with low winter temperatures, is a health and safety hazard for those staying on the property and the neighboring properties.

A neighbor filed a complaint with Code Enforcement, Gautier Police Department and Singing River Electric regarding the theft of power from her home by the people in the storage shed after they had run an extension cord to her home. Animal Control has responded to this address two times with Code Enforcement for two large dogs.

Therefore, due to the history, complaints on this property, and the determination that property is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; the decision has been made by the Planning Department to abate this blighted property.

RECOMMENDATION:

The Code Enforcement office requests the City Council approve this abatement for the cleaning of the property, the removal of the accessory structures and to clear the lot in accordance with the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

If approved, Council may:

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

Collect the cost through Civil proceedings.

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

ATTACHMENTS:

1. Case Photos
2. TC_01487
3. TC_01489
4. Parcel and tax Information
5. Code Case History
6. Abatement Public Notice Posted
7. Abatement Hearing Notification Letter
8. Memorandum Public Hearing

**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning and Building Director
From: Eric Patterson, Code Enforcement Officer
Date: February 17th, 2026
Subject: 2307 West Park Drive, demolish accessory structures, clean trash and debris, and removed any vehicles found on the property.

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comments regarding staff's recommendation to demolish the dilapidated, deteriorating, and unsafe shed, tents, and canopies on this property; along with removing the trash/debris, and inoperable vehicles from the property, and secure the primary structure.

DISCUSSION:

Multiple complaints have been made to the Code Enforcement office by concerned citizens regarding the maintenance and care of premises at 2307 West Park Drive. The property owner is in the process of a foreclosure and the Department of Housing and Urban Development has taken control of this property. The property has no electricity or water active. The front, rear, and garage access doors are open and unsecured. Housing and Urban Development advised by phone that they are still months away from being able to legally clean and maintain the property (as of 1/29/2026).

The vagrants squatting on the property have erected tents, and canopies near the shed. The entire property is filled with extensive amounts of trash, debris, scrap metal, and other similar items. At least one inoperable vehicle has been located near the rear property line of the home. The abundance of trash and other similar items has started to pour into the Elementary School property behind the home.

The storage shed in the back yard has multiple tarps on the roof indicating extensive leaks which have caused structural failure. On 1/28/2026, Gautier Police Department responded to 2307 West

Park and removed four adult individuals and two dogs from the shed behind the home. Living in a storage shed without access to a bathroom, running water, or sewer, along with low winter temperatures, is a health and safety hazard for those staying on the property and the neighboring properties.

A neighbor filed a complaint with Code Enforcement, Gautier Police Department and Singing River Electric regarding the theft of power from her home by the people in the storage shed after they had run an extension cord to her home. Animal Control has responded to this address two times with Code Enforcement for two large dogs.

Therefore, due to the history, complaints on this property, and the determination that property is in such a state of uncleanness as to be a menace to the public health, safety and welfare of the community; the decision has been made by the Planning Department to abate this blighted property.

RECOMMENDATION:

The Code Enforcement office requests the City Council approve this abatement for the cleaning of the property, the removal of the accessory structures and to clear the lot in accordance with the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

If approved, Council may:

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

Collect the cost through Civil proceedings.

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

ATTACHMENTS:

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

Timeline of Events:

-6/3/2025: Sent letters for Trash and Debris, Inoperable Vehicle, and overgrown grass

-7/23/2025: Submitted affidavit with Gautier Municipal Court for Trash and Debris

-11/18/2025: 2307 West Park was on the water cut off list that we received from the Water Department. This showed that someone was living in the home without active water/sewer. Sent Living without utilities letter.

-12/2/2025: Sent letters for living without utilities, inoperable vehicle, trash and debris, utility trailer in front of the house, and exterior of the structure in disrepair.

-12/2/2025: found information that showed 2307 West Park had been foreclosed on. The property was now owned by Dept. of Housing and Urban Development. (HUD)

-12/2/2025: Dismissed the affidavits against previous resident since he no longer lived on site. The people staying there reported to me that they were friends of previous resident and they were helping to clean up the property. They did not identify themselves.

-12/12/2025: Posted Notice of Uninhabitable Structure letter on the front of the structure.

-1/21/2026: Posted Not Habitable Until Repairs Are Made Stickers on front and back doors. Also advised the people living on the property that once the notices are posted it would be considering trespassing to be on the property. The person on the property gave me a phone number for a Jackson County deputy. The deputy had a case on the property through Jackson County Courts

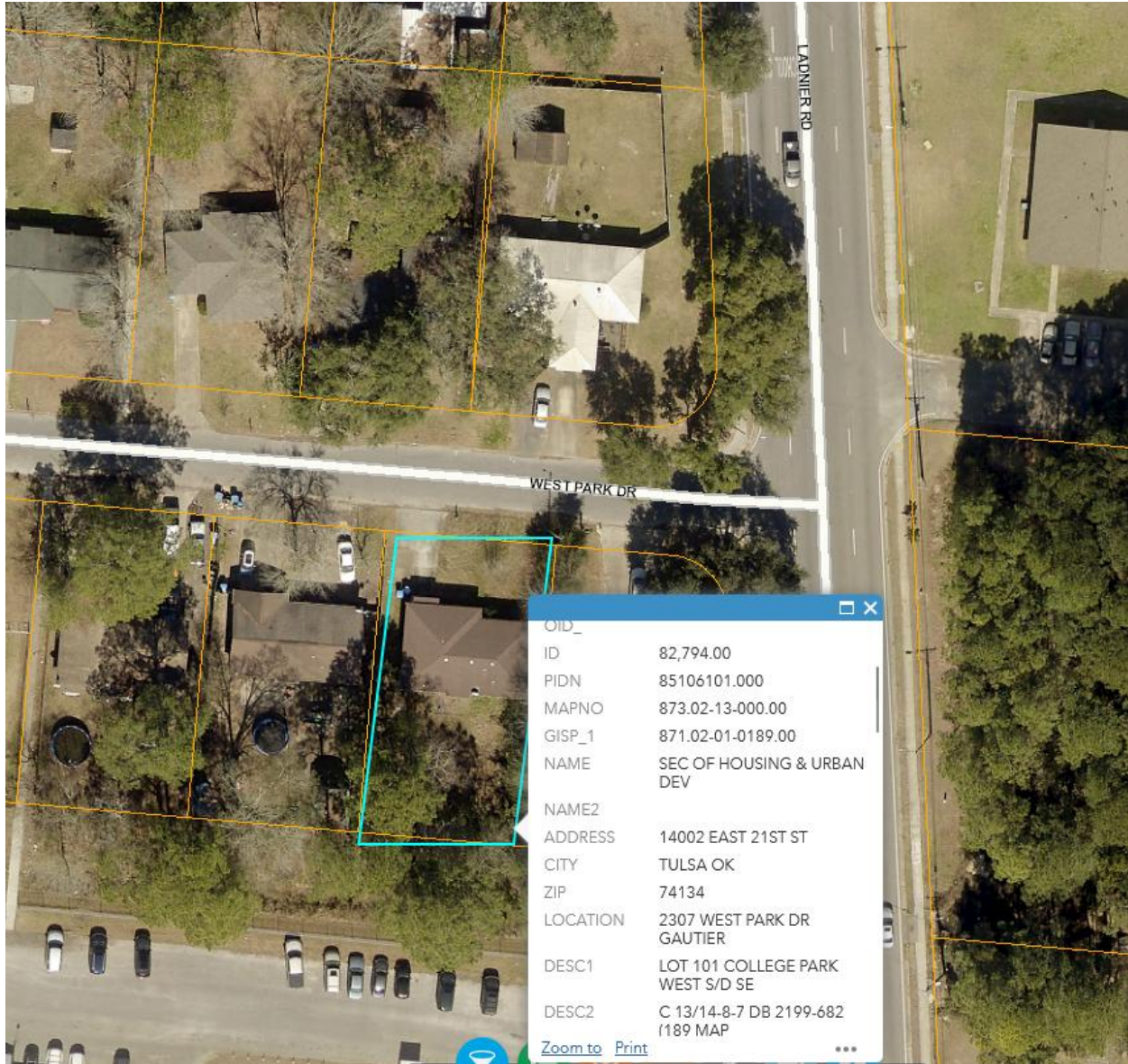
and had worked it since August. The deputy had given the people on the property until 2pm on the 21st to get their stuff and leave the property.

-1/22/2026: Got a call from the neighbor at 2313 West Park about 2307 West Park. She claimed that someone was living in the shed behind 2307 West Park and they had run a power cord to her property. Went out to the property. The power cord had been removed and I did not see anyone on the property. She gave permission to enter her backyard to look over the fence and take photos.

-1/28/2026: Observed a vehicle parked on the property. Anyone on the property is trespassing. Called the deputy from Jackson County to make sure no extension was given. Called Gautier PD and 4 people and 2 dogs were removed from the shed behind the home. Photographed and documented the scene.

-1/29/2026: I was able to contact the HUD representative by phone. She advised that HUD is still months away from legally being able to clean up the property. She advised that if we had any Leins or fines, she would be the one to contact to get them paid. She also advised that the city could do whatever we felt we had to do to get the property into compliance. (conversation recorded)

-1/30/2026: Posted abatement sign in the front yard of 2307 West Park Drive. Mailed the Abatement Hearing Notice to the address on file for Housing and Urban Development. Posted a copy of the Abatement Hearing Notice on the front door of 2307 West Park on a door hanger. Posted Abatement Public Notice on the board at City Hall.



[Overview & Pay](#)

[Back to Search](#)

Owner Information

FISKE ELFRIEDE (EST OF)
2307 W PARK DR
GAUTIER, MS 39553

Payment Information

Payment Status: ✖ Unpaid
Last Payment Date: 01/31/2026
Amount Paid: \$0.00
Total Due: **\$1,087.34**

[Add To Cart](#)

[Search for Additional Records](#)

Parcel Information

Parcel Number: 85106101.000
Year: 2025
Property Type: Real Estate
Address: 2307 WEST PARK
Account: 549516
Section: 02
Township: 8
Range: 7
Description: LOT 101 COLLEGE PARK WEST S/D SEC 13/14-8-7 DB 424-33 DB 1371-420 (189 MAP871.02-01) DB 1560-853

Tax Breakdown

County: \$378.56
City: \$323.23
School: \$385.55
Land Value: \$3,350.00
Improvement Value: \$46,759.00
Total Value: \$50,109.00
Assessed Value: \$7,517.00
Exemption Code: 0
Total Due: **\$1,087.34**

Tax Information

Due: 01/31/2026
Tax: \$1,087.34
Penalty: \$0.00
Interest: \$0.00
Paid: \$0.00
Balance: **\$1,087.34**

Current Amount Due: **\$1,087.34**

Parcels: SEC OF HOUSING & URBAN DEV

GISP	871.02-01-0189.00
FIRST_ROUT	0189
FIRST_SUFF	00
FIRST_SHAP	8,160.11
OID_	
ID	82,794.00
PIDN	85106101.000
MAPNO	873.02-13-000.00
GISP_1	871.02-01-0189.00
NAME	SEC OF HOUSING & URBAN DEV
NAME2	
ADDRESS	14002 EAST 21ST ST
CITY	TULSA OK
ZIP	74134
LOCATION	2307 WEST PARK DR GAUTIER
DESC1	LOT 101 COLLEGE PARK WEST S/D SE
DESC2	C 13/14-8-7 DB 2199-682 (189 MAP
DESC3	871.02-01)
DESC4	
DESC5	
DESC6	
DESC7	
DESC8	
DESC9	
DB	2199
DP	682
SECTION	02
TOWN	8
RANGE	7
ACREAGE	0
EXEMPT	0
DISTRICT	3840
TYPE	SINGLE FAMILY RESIDENTIAL
COMMERCIAL	
LANDVAL	3,350.00
IMPROVEVAL	46,759.00
TOTALVAL	7,517.00

CODE CASE DETAILED REPORT CODE-009627-2025 FOR CITY OF GAUTIER

Case Type: Code	Project:	Opened Date: 12/03/2025
Status: Active	District:	Closed Date: NOT CLOSED
Assigned To: Officer 3	Description: Iv, T+D, UT in front, Exterior condi, No water	

		Address: 2307 West Park Drive	Main	
Note	Created By	Date and Time Created		
1. -12/2/2025: Sent letters for living without utilities, inoperable vehicle, trash and debris, utility trailer in front of the house, and exterior of the structure in disrepair.	Officer 3	1/29/2026 12:01 pm		
2. -12/2/2025: found information that showed 2307 West Park had been foreclosed on. The property was now owned by Dept. of Housing and Urban Development. (HUD)	Officer 3	1/29/2026 12:02 pm		
3. -12/2/2025: Dismissed the affidavits against Mr. Pete Fiske (previous resident) since he no longer lived on site. The people staying there reported to me that they were friends of Mr. Fiske and they were helping to clean up the property. Did not identify themselves.	Officer 3	1/29/2026 12:02 pm		
4. -12/12/2025: Posted Notice of Uninhabitable Structure letter on the front of the structure.	Officer 3	1/29/2026 12:02 pm		
5. -1/21/2026: Posted Not Habitable Until Repairs Are Made Stickers on front and back doors. Also advised the people living on the property that once the notices are posted it would be considering trespassing to be on the property. The person on the property gave me a phone number for a Jackson County deputy named Grady. Grady had a case on the property through Jackson County Courts and had worked it since August. Grady had given the people on the property until 2pm on the 21st to get their stuff and leave the property.	Officer 3	1/29/2026 12:02 pm		
6. -1/22/2026: Got a call from the neighbor at 2313 West Park about 2307 West Park. She claimed that someone was living in the shed behind 2307 West Park and they had run a power cord to her property. Went out to the property. The power cord had been removed and I did not see anyone on the property. She gave permission to enter her backyard to look over the fence and take photos.	Officer 3	1/29/2026 12:02 pm		
7. -1/22/2026: Got a call from the neighbor at 2313 West Park about 2307 West Park. She claimed that someone was living in the shed behind 2307 West Park and they had run a power cord to her property. Went out to the property. The power cord had been removed and I did not see anyone on the property. She gave permission to enter her backyard to look over the fence and take photos.	Officer 3	1/29/2026 12:02 pm		
8. -1/29/2026: I was able to contact HUD representative Catalina Martinez by phone. She advised that HUD is still months away from legally being able to clean up the property. Catalina advised that if we had any Leins or fines, she would be the one to contact to get them paid. Catalina also advised that the city could do whatever we felt we had to do to get the property into compliance. (conversation recorded)	Officer 3	1/29/2026 12:03 pm		

CODE CASE DETAILED REPORT CODE-009561-2025 FOR CITY OF GAUTIER

Case Type: Code	Project:	Opened Date: 11/17/2025
Status: Active	District:	Closed Date: NOT CLOSED
Assigned To: Officer 3	Description: Water cut off list	

		Address: 2307 West Park	Main	
Note	Created By	Date and Time Created		
1. also sent to 14002 East 21st St. Tulsa OK 74134	Officer 3	11/17/2025 10:50 am		

CODE CASE DETAILED REPORT CODE-008356-2025 FOR CITY OF GAUTIER

Case Type: Code Project: Opened Date: 06/02/2025
Status: Active District: Closed Date: NOT CLOSED
Assigned To: Officer 3 Description: IV, OG, T+D

	Address: 2307 West Park	Main	
Note			
		Created By	Date and Time Created
1. I spoke to Mr. Fisk. He advised that in the past code enforcement had let the IV issue go. I told him that when we spoke back in december I asked that he put a car cover over the car if it was going to still be in the driveway in that condition. He said he would get it addressed.		Officer 3	6/9/2025 8:18 am
2. Mr Fisk moved out. Forclosure		Officer 3	12/12/2025 1:17 pm

CODE CASE DETAILED REPORT CODE-007267-2024 FOR CITY OF GAUTIER

Case Type: Code Project: Opened Date: 12/10/2024
Status: Resolved District: Closed Date: 12/30/2024
Assigned To: Officer 3 Description: IV

	Address: 2307 West Park	Main	
Note			
		Created By	Date and Time Created
1. GOLD SUV UP ON BLOCKS IN THE DRIVEWAY. ALSO HAD A LARGE AMOUNT OF OS IN THE FRONT PORCH AREA OF THE HOUSE. THERE WAS ALSO A PIECE OF FURNATURE IN THE OPEN BEHIND THE GOLD SUV.		Officer 3	12/10/2024 2:57 pm
2. followed up. the gold SUV is still on blocks and in the open. But the OS has been picked up.		Officer 3	12/17/2024 11:44 am
3. NO RESPONSE. SENDING FINAL NOTICE AND DOOR HANGER.		Officer 3	12/27/2024 1:49 pm
4. Mr Fisk Called. He advised he is on disability and the vehicle needs an engine. I told him that I would give him time to get a car cover on the vehicle.		Officer 3	12/30/2024 11:03 am
5. 228-918-1577		Officer 3	12/30/2024 11:03 am

CODE CASE DETAILED REPORT CODE-005819-2024 FOR CITY OF GAUTIER

Case Type: Code Project: Opened Date: 02/27/2024
Status: Resolved District: Closed Date: 06/05/2024
Assigned To: Patrick Fagan Description: iv on blocks, debris

	Address: 2307 West Park	Main	
Note			
		Created By	Date and Time Created
1. Pete Fiske water dept info but started 2014. doubt it's him		Patrick Fagan	5/21/2024 9:50 am
2. sent court summons ltr for june 13 court date		Patrick Fagan	5/21/2024 12:37 pm
3. pete fiske 918-1577		Patrick Fagan	6/3/2024 9:18 am

CODE CASE DETAILED REPORT CODE-005802-2024 FOR CITY OF GAUTIER

Case Type: Code	Project:	Opened Date: 02/20/2024
Status: Resolved	District:	Closed Date: 03/01/2024
Assigned To: Patrick Fagan	Description: IV blocked up, debris	

Address: 2307 West Park	Main
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CODE CASE DETAILED REPORT CODE-005375-2023 FOR CITY OF GAUTIER

Case Type: Code	Project:	Opened Date: 10/16/2023
Status: Resolved	District:	Closed Date: 10/30/2023
Assigned To: Richard Johnson	Description: IV on ramps	

Parcel: 85106101.000	Main	Address: 2307 West Park Dr Gautier, MS 39553	Main	Zone: PL (PL) R-1 (Residential - Single Family)
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Note	Created By	Date and Time Created
1. Letter sent	Richard Johnson	10/16/2023 10:45 am

CODE CASE DETAILED REPORT CODE-001778-2021 FOR CITY OF GAUTIER

Case Type: Code	Project:	Opened Date: 08/20/2021
Status: Resolved	District:	Closed Date: 08/20/2021
Assigned To: Patrick Fagan	Description: garbage cans 24 hrs	

Address: 2307 West Park	Main
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Note	Created By	Date and Time Created
1. PF. complaint made at council meeting about the first few houses not bringing in their garbage cans. Sent letter and left door hanger to this address to bring in garbage cans within 24 hrs.	Patrick Fagan	8/20/2021 9:26 am
2. PF. check the house this morning. Cans were brought in and no longer on the street.	Patrick Fagan	8/23/2021 8:56 am
3. pf. gcan ltr to this house was rts on 5/25/22 even though I sent it on August 20, 21.....almost 9 months ago.	Patrick Fagan	5/26/2022 1:20 pm

CODE CASE DETAILED REPORT CODE-000514-2018 FOR CITY OF GAUTIER

Case Type: Code	Project:	Opened Date: 11/19/2018
Status: Resolved	District:	Closed Date: 02/04/2019
Assigned To: Code Enforcement	Description: INOPERABLE VEHICLE	

Parcel: 85106101.000	Main	Address: 2307 West Park Dr Gautier, MS 39553	Main	Zone: PL (PL)
R-1 (Residential - Single Family)				

Note	Created By	Date and Time Created
1. I sent a notice letter to owner about the inoperable vehicle in the front yard .	Code Enforcement	11/19/2018 2:31 pm
2. I went by the location and black vehicle still in front yard.	Code Enforcement	12/5/2018 10:51 am
3. The vehicle still in yard and I have not heard from the owner .	Code Enforcement	1/4/2019 11:05 am
4. I went by the property and vehicle still there . I sent final notice on 1/4/19	Code Enforcement	1/9/2019 2:01 pm
5. I went by the location and the vehicle is still in the front yard.	Code Enforcement	1/22/2019 2:46 pm
6. The utility bill is in Pete Friske 281-4685 name . I left a message for him to call me back and sent a Final Notice addressed to him .	Code Enforcement	1/22/2019 3:30 pm
7. I talked to Daniel Friske 3:45 about the vehicle and he will get it removed from the yard and contact me to come see .	Code Enforcement	1/22/2019 3:47 pm
8. I talked to Pete Fiske about car and he will LMK friday if he's going to fix it or haul it off for scrap .	Code Enforcement	1/28/2019 3:32 pm
9. The vehicle has been removed from the front yard .	Code Enforcement	2/4/2019 12:40 pm



Mayor: Casey Vaughan
At Large: Eric Minor
Ward 1: Cameron George
Ward 2: Richard Jackson
Ward 3: Kay C Jamison

CITY OF GAUTIER

Nature's Playground

Ward 4: Lorenzo Fuller, Sr
Ward 5: Dante Elbin
City Manager: Paula Yancey
City Attorney: Josh Danos
City Clerk: Teresa L Montgomery

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at **6:30 PM FEBRUARY 17TH, 2026**, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community:

2307 West Park Drive

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



Mayor: Casey Vaughan
At Large: Eric Minor
Ward 1: Cameron George
Ward 2: Richard Jackson
Ward 3: Kay C Jamison

CITY OF GAUTIER

Nature's Playground

Ward 4: Lorenzo Fuller, Sr
Ward 5: Dante Elbin
City Manager: Paula Yancey
City Attorney: Josh Danos
City Clerk: Teresa L Montgomery

January 30th, 2026

FROM: Eric Patterson
Code Enforcement
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

TO: Secretary of Housing and Urban
Development
-And authorized representatives
14002 East 21st St.
Tulsa, OK 74134

Re: Notice of Public Hearing
2307 West Park Drive

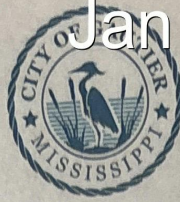
The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **2307 West Park Drive, Gautier, MS 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **February 17th, 2026 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

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

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

Sincerely,

Eric Patterson



Mayor: Casey Vaughan
At Large: Eric Minor
Ward 1: Cameron George
Ward 2: Richard Jackson
Ward 3: Kay C Jamison

CITY OF GAUTIER
Nature's Playground

Jan 30, 2026 at 8:02:00 AM
3330 US-90 W
Gautier MS 39553

City Manager: Paula Yancey
City Attorney: Josh Danos
City Clerk: Teresa L Montgomery

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at 6:30 PM FEBRUARY 17TH, 2026, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community:

2307 West Park Drive

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

Phone: (228) 497-8000
Fax: (228) 497-8028

www.gautier-ms.gov

3330 Highway 90
Gautier, MS 39553

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

Jan 30, 2026 at 8:46:59 AM
2307 W Park Dr
Gautier MS 39553



**CITY OF GAUTIER
CODE ENFORCEMENT
PUBLIC HEARING NOTICE**

PARCEL NO: 85106101.000

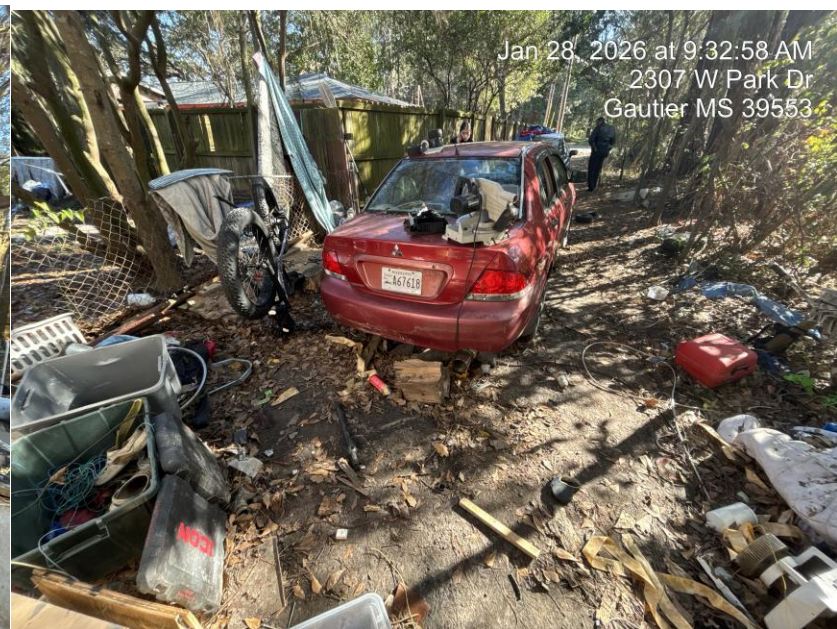
ADDRESS NO: 2307 West Park Dr.

HEARING ON: February 17th, 2026

**AT 6:30 PM, CITY HALL
3330 HIGHWAY 90, GAUTIER, MS
ANY QUESTIONS, PLEASE CALL 228-497-1878**

SECTION 21-19-11: THIS NOTICE IS TO INFORM YOU THAT A HEARING WILL BE HELD FOR THIS PARCEL OF LAND THAT IS IN NEED OF ABATEMENT/CLEANING. AN ADJUDICATION AT THE HEARING WILL AUTHORIZE THE CITY OF GAUTIER TO RE-ENTER THIS PROPERTY FOR A PERIOD OF ONE (1) YEAR WITHOUT ANY FURTHER HEARING IF NOTICE IS POSTED ON THIS PROPERTY AND AT CITY HALL AT LEAST (7) DAYS BEFORE THIS PROPERTY IS RE-ENTERED FOR ABATEMENT/CLEANING.

QUANAHUA DESIGN, INC. 185 CUL WET 228-262-8471





CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting: February 17, 2026
Title: Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District, located at 3408 Raintree Drive, Gautier, MS (GPC #26-01-VAR)

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

Summary Explanation: Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District, located at 3408 Raintree Drive, Gautier, MS (GPC #26-01-VAR) (PID #82434071.001, #82434071.000, and #82434071.005)

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Vaughan	☐ Minor	☐ George	☐ Jackson	☐ Jamison	☐ Fuller	☐ Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the Planning Department received a request from Henry Davis, located at 3408 Raintree Drive, for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, on October 27, 2025, the Planning Department received a request from the applicant for a two-foot (2') variance to fence height in a front yard; and

WHEREAS, the applicant would like to put a six-foot (6') fence around his two adjacent lots. The applicant's house is located on one lot and the other lot is vacant, with plans to add a shop on the vacant lot in the future. The proposed fence would not come in front of the building line of the house, but it will be twenty-seven-feet (27') in front of the building line of the vacant lot; and

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

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

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 17, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 02/10/2026
Subject: Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District. 3408 Raintree Drive, PID #82434071.001, #82434071.000 & #82434071.005, (GPC #26-01-VAR)

REQUEST:

The Planning Department has received a request from Henry Davis for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 3408 Raintree Drive, PID #82434071.001, #82434071.000 & #82434071.005. (GPC #26-01-VAR) The application fee of \$175 was paid on October 27, 2025. All public notice requirements have been met.

BACKGROUND:

The applicant would like to put a six-foot (6') fence around his two adjacent lots. His house is located on one lot, and the other lot is vacant. His plans are to put a shop on the vacant lot at a later date. The proposed fence would not come in front of the building line of the house on one lot but would come twenty-seven feet (27') in front of the building line on the other lot. The Unified Development Ordinance (UDO) Section 11.10.2 (D) states that fences shall not exceed four (4) feet in height within a designated front yard. The applicant is asking for a two-foot (2') variance to fence height within a front yard.

DISCUSSION:

The applicant is asking for a two-foot (2') variance to fence height within a front yard. He would like to place a six-foot (6') fence around the lot his house is on and his adjacent lot. He would like to put the fence twenty-seven feet (27') in front of the front building line on the adjacent lot. The fence would not come in front of the house on the other lot. The UDO states that a fence shall not exceed four feet (4') in height within a designated front yard.

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

not legal in the State of Mississippi.

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION:

The Planning Commission recommends approval of the Variance as presented.

The City Council may:

Approve the variance request as presented;

Approve the variance request with changes; or

Deny variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 2.5.26 (#26-01-VAR)
2. Complete Packet 26-01-VAR

Excerpt from February 5, 2026, Gautier Planning Commission Meeting:

The Planning Department has received a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 3408 Raintree Drive, PID #82434071.001, #82434071.000 & #82434071.005, (GPC #26-01-VAR)

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

REQUEST:

The Planning Department has received a request from Henry Davis for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 3408 Raintree Drive, PID #82434071.001, #82434071.000 & #82434071.005. (GPC #26-01-VAR) The application fee of \$175 was paid on October 27, 2025. All public notice requirements have been met.

BACKGROUND:

The applicant would like to put a six-foot (6') fence around his two adjacent lots. His house is located on one lot, and the other lot is vacant. His plans are to put a shop on the vacant lot at a later date. The proposed fence would not come in front of the building line of the house on one lot but would come twenty-seven feet (27') in front of the building line on the other lot. The Unified Development Ordinance (UDO) Section 11.10.2 (D) states that fences shall not exceed four (4) feet in height within a designated front yard. The applicant is asking for a two-foot (2') variance to fence height within a front yard.

DISCUSSION:

The applicant is asking for a two-foot (2') variance to fence height within a front yard. He would like to place a six-foot (6') fence around the lot his house is on and his adjacent lot. He would like to put the fence twenty-seven feet (27') in front of the front building line on the adjacent lot. The fence would not come in front of the house on the other lot. The UDO states that a fence shall not exceed four feet (4') in height within a designated front yard.

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Ward asked the applicant to present his case.

Henry Davis, the applicant, stated that having the fence at six feet would give his family more of a back yard, and give them more protection.

Commissioner Hudson asked if he intended to dress up the culvert because there was a lot of debris on the east side of the property along where the fence was going.

Mr. Davis said he was going to clean that up and that it was left from when he bought the property. He said it would be cleaned up and grass planted from his property line back. He will still have 30' of property from the fence to the front property line.

Chairman Ward noted that when you talk about the fence jogging out 27' it may seem excessive, but the house is 57' from the property line. One of the reasons for having fences only 4' in the front yard is so people can see down the road when coming out of their driveways, but there will be 30' of property in front of the fence and no line-of-sight issues.

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

ACTION TAKEN:

Commissioner Hudson made a motion to recommend approval of the Variance as presented.

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

AYES:	Josh Ward
	Maurice Hudson
	Robert Williams
	Herman Green
	Marquitta Buxton
	Greg Canada
	Ricky Decoteau

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

February 5, 2026

GPC #26-01-VAR

3408 Raintree Drive

VII. NEW BUSINESS

2. Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District. 3408 Raintree Drive, PID #82434071.001, #82434071.000 & #82434071.005, (GPC #26-01-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: January 23, 2026

Subject: Consider a request for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District. 3408 Raintree Drive, PID #82434071.001, #82434071.000 & #82434071.005. (GPC #26-01-VAR)

REQUEST:

The Planning Department has received a request from Henry Davis for a two-foot (2') variance to fence height in a front yard in a R-1 Low Density Single-Family Residential Zoning District at 3408 Raintree Drive, PID #82434071.001, #82434071.000 & #82434071.005. (GPC #26-01-VAR) The application fee of \$175 was paid on October 27, 2025. All public notice requirements have been met.

BACKGROUND:

The applicant would like to put a six-foot (6') fence around his two adjacent lots. His house is located on one lot, and the other lot is vacant. His plans are to put a shop on the vacant lot at a later date. The proposed fence would not come in front of the building line of the house on one lot but would come twenty-seven feet (27') in front of the building line on the other lot. The Unified Development Ordinance (UDO) Section 11.10.2 (D) states that fences shall not exceed four (4) feet in height within a designated front yard. The applicant is asking for a two-foot (2') variance to fence height within a front yard.

DISCUSSION:

The applicant is asking for a two-foot (2') variance to fence height within a front yard. He would like to place a six-foot (6') fence around the lot his house is on and his adjacent lot. He would like to put the fence twenty-seven feet (27') in front of the front building line on the adjacent lot. The fence would not come in front of the house on the other lot. The UDO states that a fence shall not exceed four feet (4') in height within a designated front yard.

DETERMINATION OF APPLICABLE LAW:

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

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

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

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

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4.18.1 Who May Initiate

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

26-01-VARTO BE HEARD BY GAUTIER PLANNING COMMISSION:FEE:

Variance _____

\$176.00

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

Name of Applicant: Henry Davis (Kristen 251-222-0637)Name of Business: _____ Phone: 251 459 4675Property Address: 3408 Raintree Dr. Gautier MS 39553 Mailing Address (if Different): _____

E-Mail Address: _____

Reason for request, location and intended use of Property: 6 SF Fence around House & propertyFor privacy, dog, & security, also going to put a shop up @ a later date.

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: [Signature] Date of Application: 27 Oct 25

FOR OFFICE USE ONLY

Date Received 10/27/25 Verify as Complete BahsFee Amount Received 176.00 Initials of Employee Receiving Application Bahs

VARIANCE

Criteria for Approval

1. What special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels), or structures or buildings in the same district?

*I am working on 688th Ave for added security and privacy for my family.
I am building a shop @ a later date and want additional protection and privacy.*

2. Are these special conditions and circumstances a result of your actions? Explain.

No

3. How will the literal interpretation of the provisions of this Ordinance deprive you of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? Explain. *I want the additional privacy & protection.*

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

NARRATIVE

I am requesting a ⁶ foot fence around my property
desires wanting additional privacy, protection, and security. I will
be building a shop on my vacant lot at a later date, so extra ~~privacy~~
privacy and protection of my shop is ~~needed~~ needed. I am making the
fence on the lot around my house like due to the shop
being equal in line with my house, also allowing me to still have
some backyard on that side. I am in the military so I am out
of the state frequently throughout each month along with being
on orders either state side or overseas to various countries. I
am asking for the fence mostly in regards to privacy and
protection of my family and home.

3408 Raintree Drive

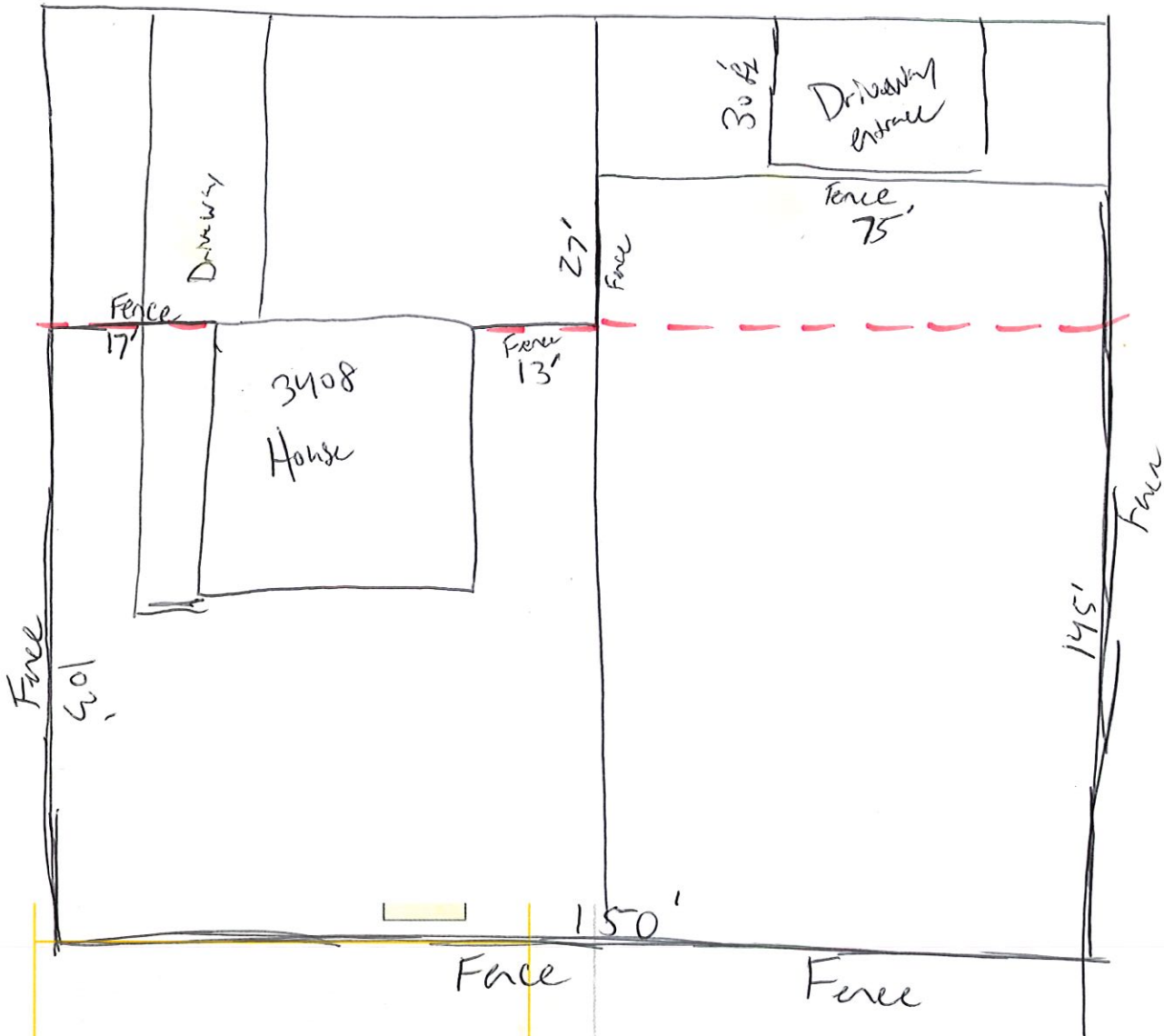
Chatter MS 39553

All estimates of feet

6
8 foot

Fence

All around
property



Henry Davis
2514594675

[Signature]

17 Oct 28

5

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: \$26.00
#202516007 BK:2224 PG:586-590
08/18/2025 04:08:12 PM 5 PGS
KHODGE,DC Ropt#18856



202516007 5 PGS

Prepared By:
David B. Pilger
Attorney at Law
1406 Bienville Blvd.
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
CDC Homes, LLC
a Mississippi Limited Liability Company
1901 Seagull Lane
Gautier, MS 39553
(228) 217-7580

Return To:
Pilger Title Co.
1406 Bienville Blvd.
Ocean Springs, MS 39564
(228) 215-0011

Grantee:
Henry Zachary Davis
3408 Raintree Drive
Gautier, MS 39553
(251) 459-4675

File No. G-25-704

INDEXING INSTRUCTIONS: A parcel of land situated in Sec. 34, T7S, R7W, Jackson County, MS

STATE OF MISSISSIPPI
COUNTY OF JACKSON

QUITCLAIM DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **CDC Homes, LLC, a Mississippi Limited Liability Company**, do hereby sell, convey and quitclaim unto **Henry Zachary Davis**, all of that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Legal Description Attached Hereto as Exhibit "A"

This being the same property as that conveyed to CDC Homes, LLC, a Mississippi Limited Liability Company, by instrument recorded in Deed Book 1502, at Page 897, Land Deed Records of Jackson County, Mississippi.

No title exam was performed, and no title examination was requested. The description used on this deed was provided by the Client. No search was made of public records to determine the accuracy of said description and said attorney, in preparing this deed, has relied, at the request of the Client, on the representation of the Grantor that the description provided is proper and accurate.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk of Jackson County, Mississippi.

The Grantee assume all property taxes for current and prior years.

The Survey is attached hereto as Exhibit "B".

WITNESS MY SIGNATURE, on this the 25th day of July, 2025.

CDC Homes, LLC
a Mississippi Limited Liability Company

By: [Signature]
Drake Killingsworth, Member

C O R P O R A T E A C K N O W L E D G M E N T

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **Drake Killingsworth, a Member of CDC Homes, LLC**, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned, for and on behalf of the aforesaid entity, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 25th day of July, 2025.

(AFFIX SEAL)

My commission expires:



[Signature]
NOTARY PUBLIC

DEED ACCEPTED BY:

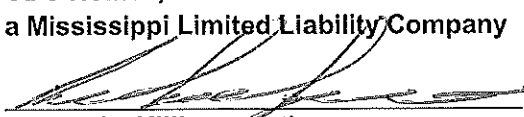
[Signature]
Henry Zachary Davis

CORPORATE RESOLUTION

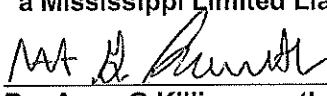
In a duly called meeting of all Members of the below named Company, it was unanimously approved by all members that **Drake Killingsworth** has complete authority to execute any and all documents pertaining to the purchase of real property. This also pertains to the sale of all real property owned on behalf of the below named company. This resolution expires 5 years from the date approved.

So approved and acknowledged this, the 25th day of July, 2025.

CDC Homes, LLC
a Mississippi Limited Liability Company


By: Drake Killingsworth
Its: Member

CDC Homes, LLC
a Mississippi Limited Liability Company


By: Anna G Killingsworth
Its: Member

CORPORATE ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **Drake Killingsworth and Anna G Killingsworth, Members of CDC Homes, LLC, a Mississippi Limited Liability Company**, who acknowledged before me that they signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned, for and on behalf of the aforesaid company, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 25th day of July, 2025.

(AFFIX SEAL)


NOTARY PUBLIC

My commission expires: _____



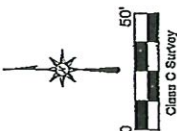
EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land being a part of the NE 1/4 of the NE 1/4 of Section 34, Township 7 South, Range 7 West, Jackson County, Mississippi, and being more particularly described as follows: Commencing at a found concrete monument marking the NE corner of said Section 34; thence S 00° 52' 00" W 337.08 feet; thence N 89° 55' 00" W 187.69 feet to a found 1/2" rebar for the Point of Beginning; thence N 89° 55' 00" W 19.31 feet; thence N 00° 52' 00" E 145.00 feet to the South margin of Raintree Drive (public paved road); thence along said margin S 89° 55' 00" E 19.31 feet to a found 1" Iron pipe; thence leaving said margin S 00° 52' 00" W 145.00 feet back to the Point of Beginning, the Area being 0.064 Acres, more or less.

EXHIBIT "B"

Amacker Surveying, LLC
41 Meadow Hill, Poplarville, MS 39470
601-550-0050 601-795-5645
bryanamacker@gmail.com
grayson.amacker@gmail.com



A parcel of land being a part of the NE 1/4 of the NE 1/4 of Section 34, Township 7 South, Range 7 West, Jackson County, Mississippi, and being more particularly described as follows: Commencing at a found concrete monument marking the NE corner of said Section 34; thence S 00° 52' 00" W 337.08 feet; thence N 89° 55' 00" W 187.89 feet to a found 1/2" rebar for the Point of Beginning; thence N 89° 55' 00" W 19.31 feet; thence N 00° 52' 00" E 145.00 feet to the South margin of Raintree Drive (public paved road); thence along said margin S 89° 55' 00" E 19.31 feet to a found 1" iron pipe; thence leaving said margin S 00° 52' 00" W 145.00 feet back to the Point of Beginning, the Area being 0.064 Acres, more or less.

Bearings shown are referenced to a Deed Book 1502 Page 897.

Note: This survey does not constitute a title search. There may be other documents of record that may affect the property.

NE corner of
S34, T7S, R7W,
Jackson Co., MS

S 0° 52' 00" W 337.08' APS
340.00' APR

Raintree Drive
Apparent 40' ROW

0.064
Acres

N 0° 52' 00" E 145.00'
S 0° 52' 00" W 145.00'

N 89° 55' 00" W 107.00'

N 89° 55' 00" W 344.08'

Reference Line

A Survey for CDC Homes LLC			
SCALE	DATE	DRAWN BY	
50 F/In	5-23-2025	GA	
JOB	Reference: DB 1786 p. 30;		
25-104	DB 1502 p. 897		

This map drawn with TRAVERSE PC, Software



LEGEND	
●	Found 1/2" Rebar
○	Found Iron Pipe
⊕	Found Concrete Monument

Traverse PC

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: \$26.00
#202512612 BK:2218 PG:255-258
07/10/2025 09:15:02 AM 4 PGS
KH0DGE,DC Rpt#15147



202512612 4 PGS

Prepared By:
David B. Pilger
Attorney at Law
1406 Bienville Blvd.
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
CDC Homes, LLC
a Mississippi Limited Liability Company
1901 Sea Gull Lane
Gautier, MS 39553
(228) 271-7580

Return To:
Pilger Title Co.
1406 Bienville Blvd.
Ocean Springs, MS 39564
(228) 215-0011

Grantees:
Henry Zachary Davis
Kristen A. Davis
3408 Raintree Drive
Gautier, MS 39553
(251) 459-4675

File No. **L-25-434**

INDEXING INSTRUCTIONS: A parcel of land located in Section 34, T7S, R7W, Jackson County, MS

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

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Legal Description attached hereto as Exhibit "A"

This being the same property as that conveyed to CDC Homes, LLC, a Mississippi Limited Liability Company, by instrument recorded in Deed Book 2200, at Page 432, Land Deed Records of Jackson County, Mississippi.

If this property is bounded by water, this conveyance includes any natural accretion, and is subject to any erosion due to the action of the elements. Such riparian and littoral rights as exist are conveyed herewith but without warranty as to their nature or extent. If any portion of the property is below the mean high tide watermark, or is coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act it is conveyed by quitclaim only.

Grantor(s) quitclaim any and all oil, gas, and other minerals owned, if any, to Grantee(s). No mineral search was requested or performed by preparer.

This conveyance is subject to any and all covenants, rights of way, easements, restrictions and reservations of record in the office of the Chancery Clerk of Jackson County, Mississippi.

It is agreed and understood that the taxes for the current year have been pro-rated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, the Parties hereto agree to make all necessary adjustments on the basis of an actual proration.

The Survey is attached hereto as Exhibit "B".

WITNESS MY SIGNATURE, on this the 3rd day of July, 2025.

CDC Homes, LLC
a Mississippi Limited Liability Company

By: [Signature]
Drake Killingsworth, Sole Member &
Manager

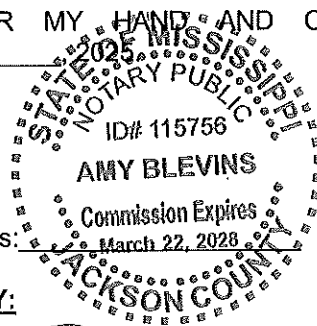
A C K N O W L E D G M E N T

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **Drake Killingsworth**, the Sole Member and Manager of **CDC Homes, LLC**, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 3rd day of July

(AFFIX SEAL)



[Signature]
NOTARY PUBLIC

My commission expires: March 22, 2028

DEED ACCEPTED BY:

[Signature]
Henry Zachary Davis

[Signature]
Kristen A. Davis

EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land being a part of the NE 1/4 of the NE 1/4 of Section 34, Township 7 South, Range 7 West, Jackson County, Mississippi, and being more particularly described as follows:

Commencing at a found concrete monument marking the NE corner of said Section 34; thence S 00° 52' 00" W 337.08 feet; thence N 89° 55' 00" W 187.69 feet to a set 1/2" rebar; thence N 89° 55' 00" W 72.80 feet to a set 1/2" rebar for the Point of Beginning; thence N 89° 55' 00" W 72.80 feet to a found 1/2" rebar; thence N 00° 52' 00" E 145.00 feet to a set 1/2" rebar on the South margin of Raintree Drive (public paved road); thence along said margin S 89° 55' 00" E 72.80 feet to a set 1/2" rebar; thence leaving said margin S 00° 52' 00" W 145.00 feet back to the Point of Beginning, the Area being 0.242 Acres, more or less and being shown as **Tract 4** on survey by Amacker Surveying, LLC dated Febraury 19, 2025.

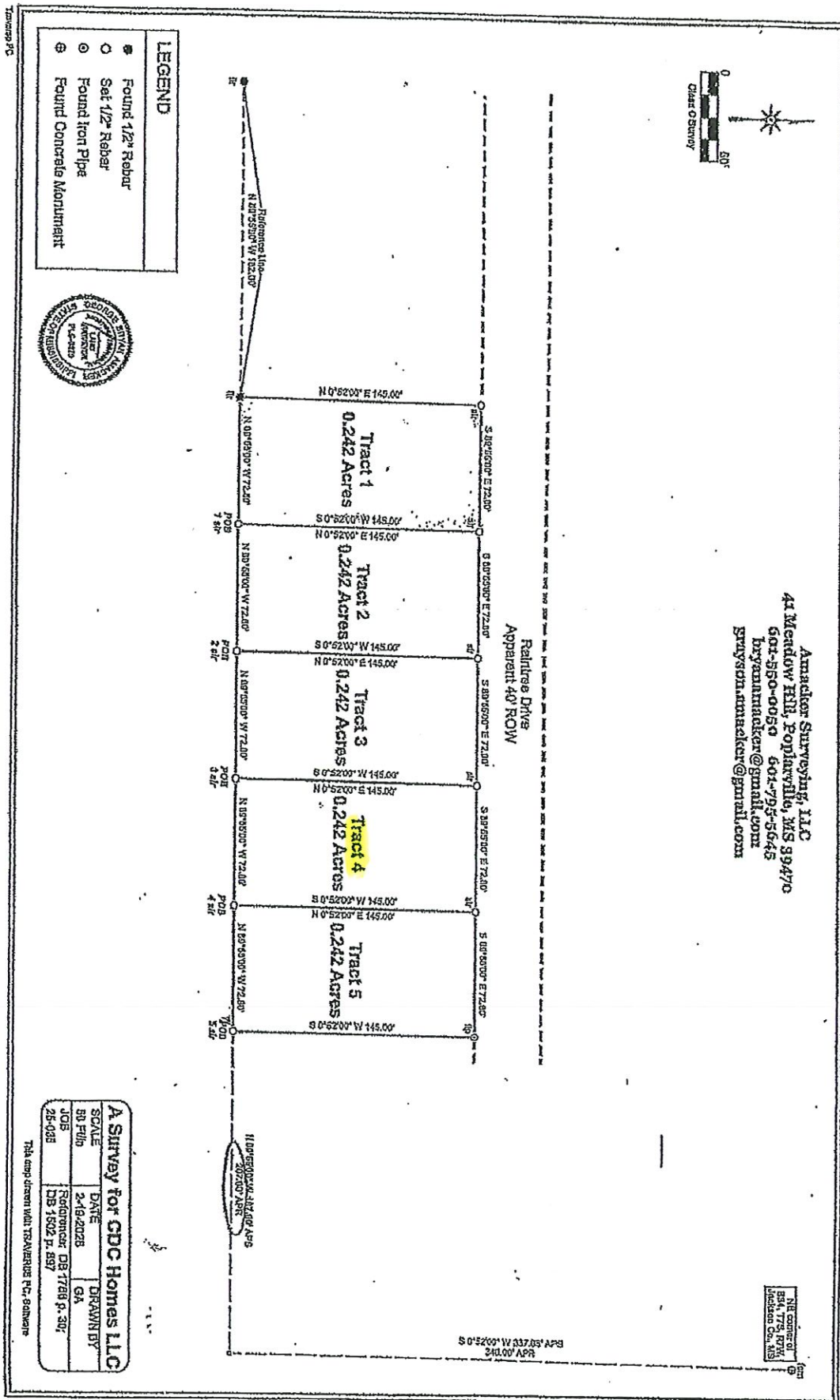

Henry Zachary Davis


Kristen A. Davis

7/3/2025
Date

7/3/2025
Date

Exhibit "B"



82434071.001 DAVIS ERIC

PIDN: 82434071.001
GISP: 778.34-00-0014.40

Owner Information

Percent of Ownership: 100
Name: DAVIS ERIC
Name 2: DAVIS CHRISTINA
Mailing Address: 3416 RAINTREE DR
GAUTIER MS
39553

Site Address: 3408 RAINTREE DR GAUTIER

Land Information

Section: 34 Acreage: 0.24
Township: 7
Range: 7
Street Name RAINTREE
DR

Value and Tax Information

Total Assessed Value: 0	Total Appraised Value: 0
Improvement Value: 0	Land Value: 0
Tax Amount: 0	SQ FT: null Year Built: 2025

Legal Description

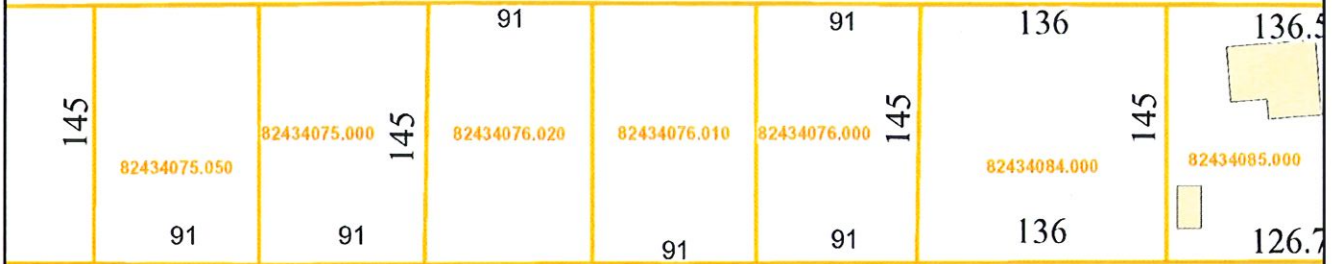
Description: COM NEC SECTION 34 S 337.08' W 1
87.69' W 72.8' TO POB W 72.8' N
145' TO S MGN RAINTREE DR E 72.8
' S 145' TO POB 'PER SURVEY - TR
ACT 4' DB 2213-643 (14.40 MAP778
.34)

Deed Book / Page: 2213 / 643

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

82434071.001 DAVIS ERIC

82427006.000

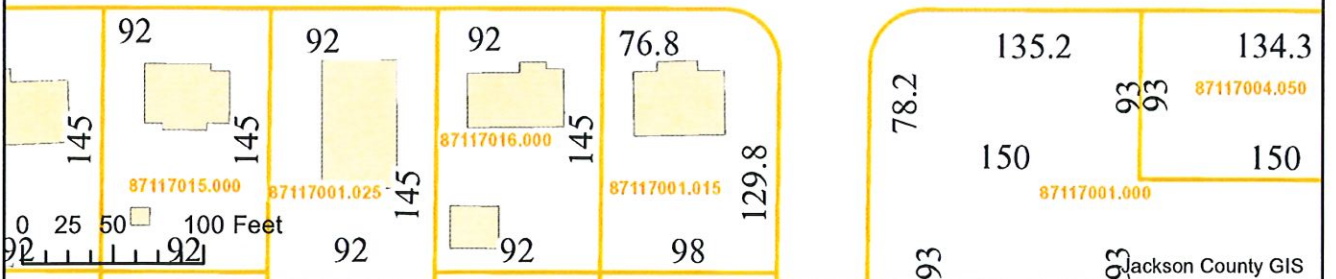


RAINTREE DR



82434069.000

HOYT DR



82434071.000 CDC HOMES LLC

PIDN: 82434071.000

GISP: 778.34-00-0015.00

Owner Information

Percent of Ownership: 100

Name: CDC HOMES LLC

Name 2:

Mailing Address: 1901 SEA GULL LN

GAUTIER MS

39553

Site Address: RAINTREE DR GAUTIER

Land Information

Section: 34

Acreage: 0.18

Township: 7

Range: 7

Street Name RAINTREE
DR

Value and Tax Information

Total Assessed Value: 1049

Total Appraised Value: 6990

Improvement Value: 0

Land Value: 6990

Tax Amount: 151

SQ FT: null

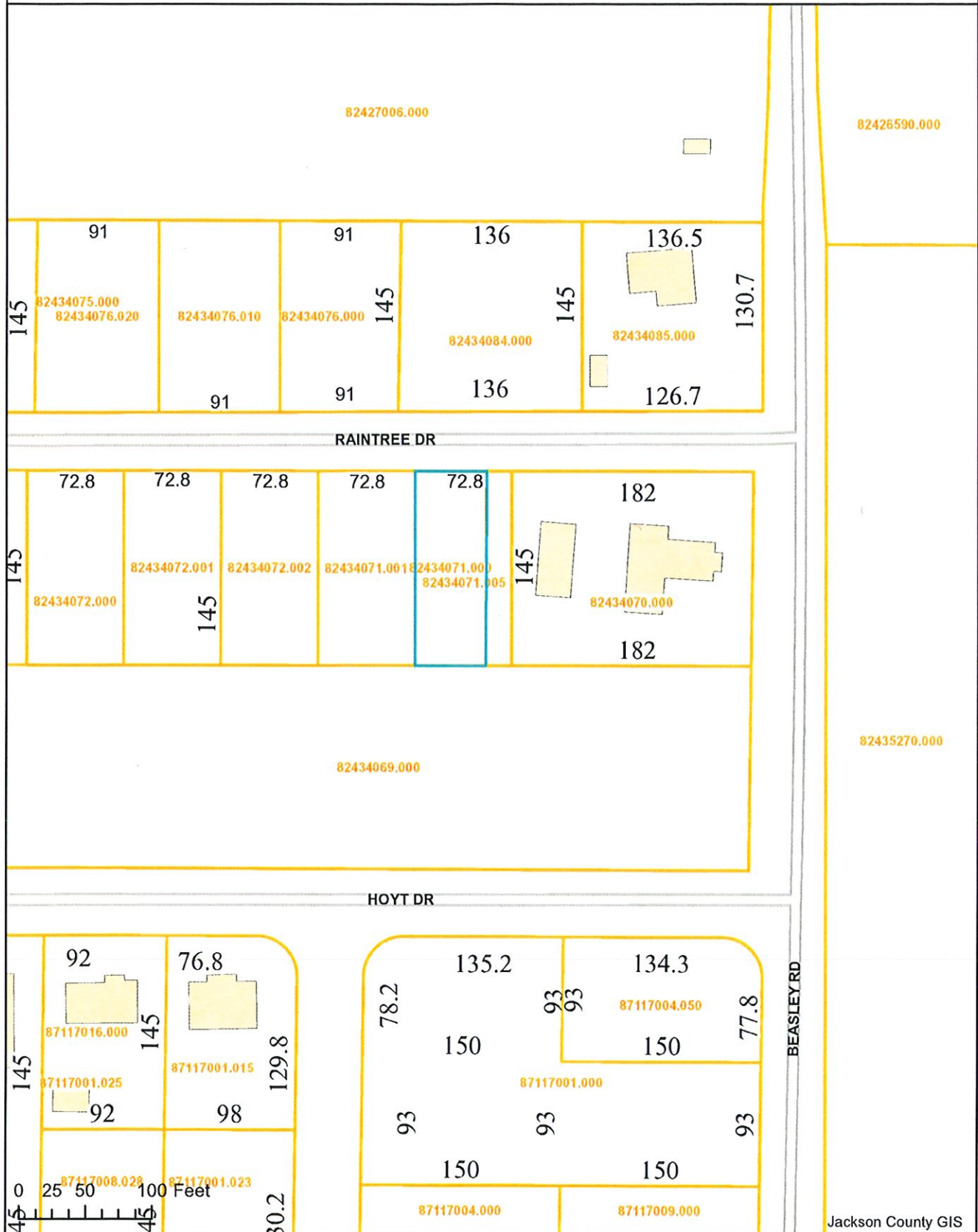
Year Built: 0

Legal Description

Description: COM NEC SECTION 34 S 337.08' W 1
87.69' TO POB W 72.8' N 145' TO
S MGN RAINTREE DR E 72.8' S 145'
TO POB LESS E 19.31' 'PER SURVE
Y - TRACT 5' DB 2198-658 DB 2200
-432 (15 MAP778.34)

Deed Book / Page: 2200 / 432

82434071.000 CDC HOMES LLC



82434071.005 DAVIS HENRY ZACHARY

PIDN: 82434071.005

GISP: 778.34-00-0015.01

Owner Information

Percent of Ownership: 100

Name: DAVIS HENRY ZACHARY

Name 2:

Mailing Address: 3408 RAINTREE DR

GAUTIER MS

39553

Site Address: RAINTREE DR GAUTIER

Land Information

Section: 34

Acreage: 2798.5

Township: 7

Range: 7

Street Name RAINTREE
DR

Value and Tax Information

Total Assessed Value: 0

Total Appraised Value: 0

Improvement Value: 0

Land Value: 0

Tax Amount: 0

SQ FT: null

Year Built: 0

Legal Description

Description: COM NE COR SEC 34 S 33708' W 187

.69' TO POB W 19.31' N 145' E 19

.31' S 145' TO POB DB 2224-586 (

15.1 MAP778.34)

Deed Book / Page: 2224 / 586

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

82434071.005 DAVIS HENRY ZACHARY

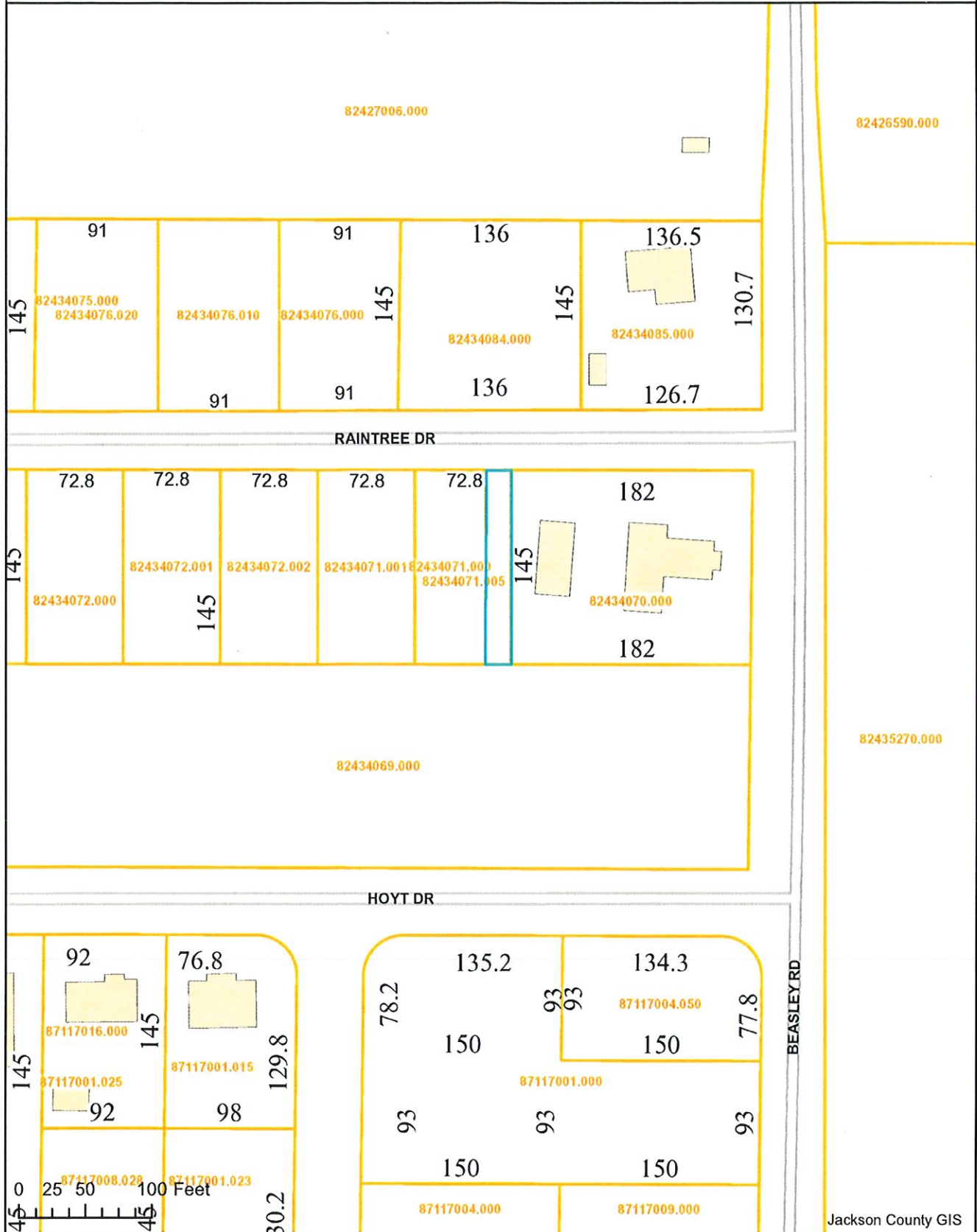


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

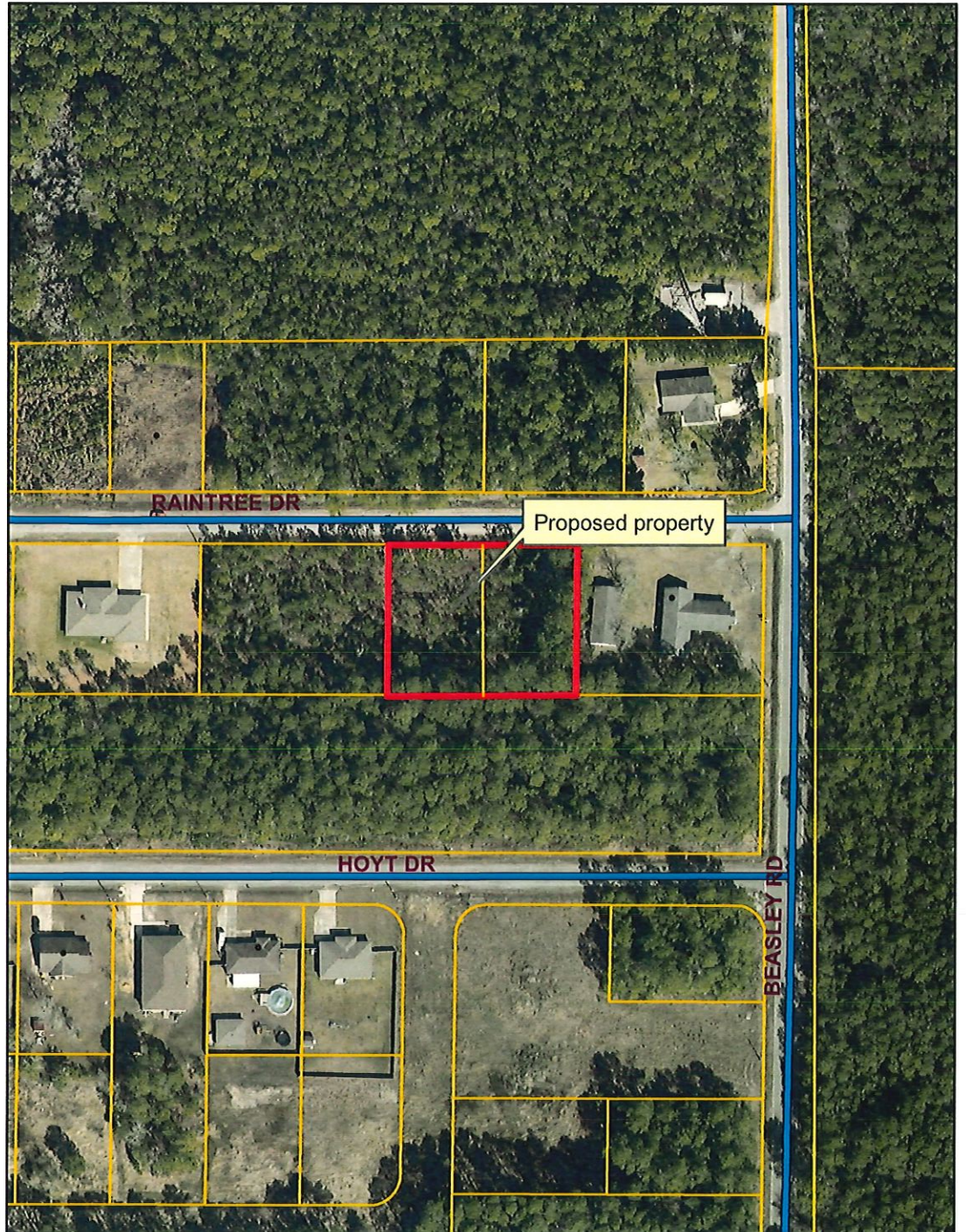


Exhibit B Existing Zoning

Prepared by:

City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

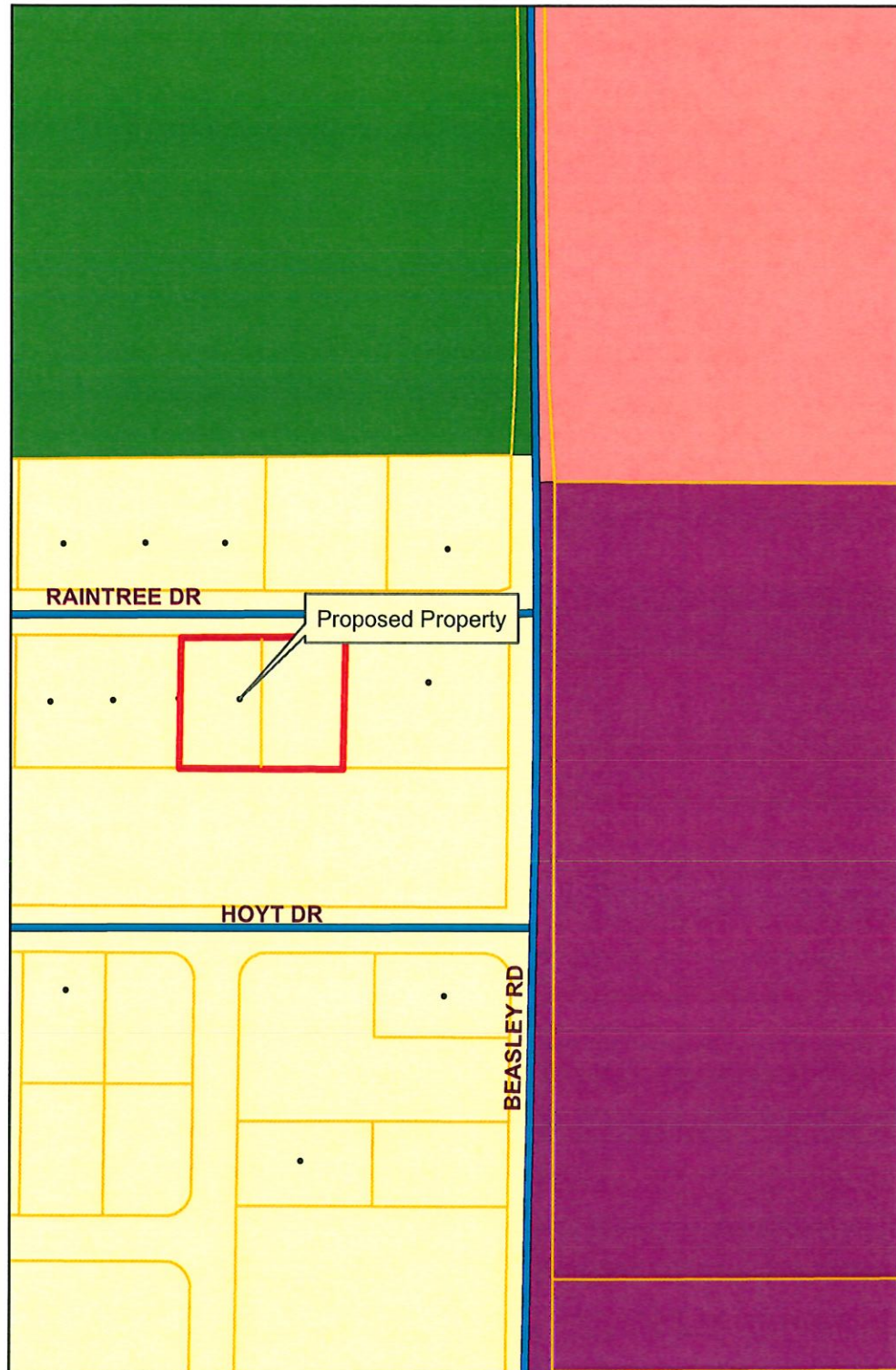


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

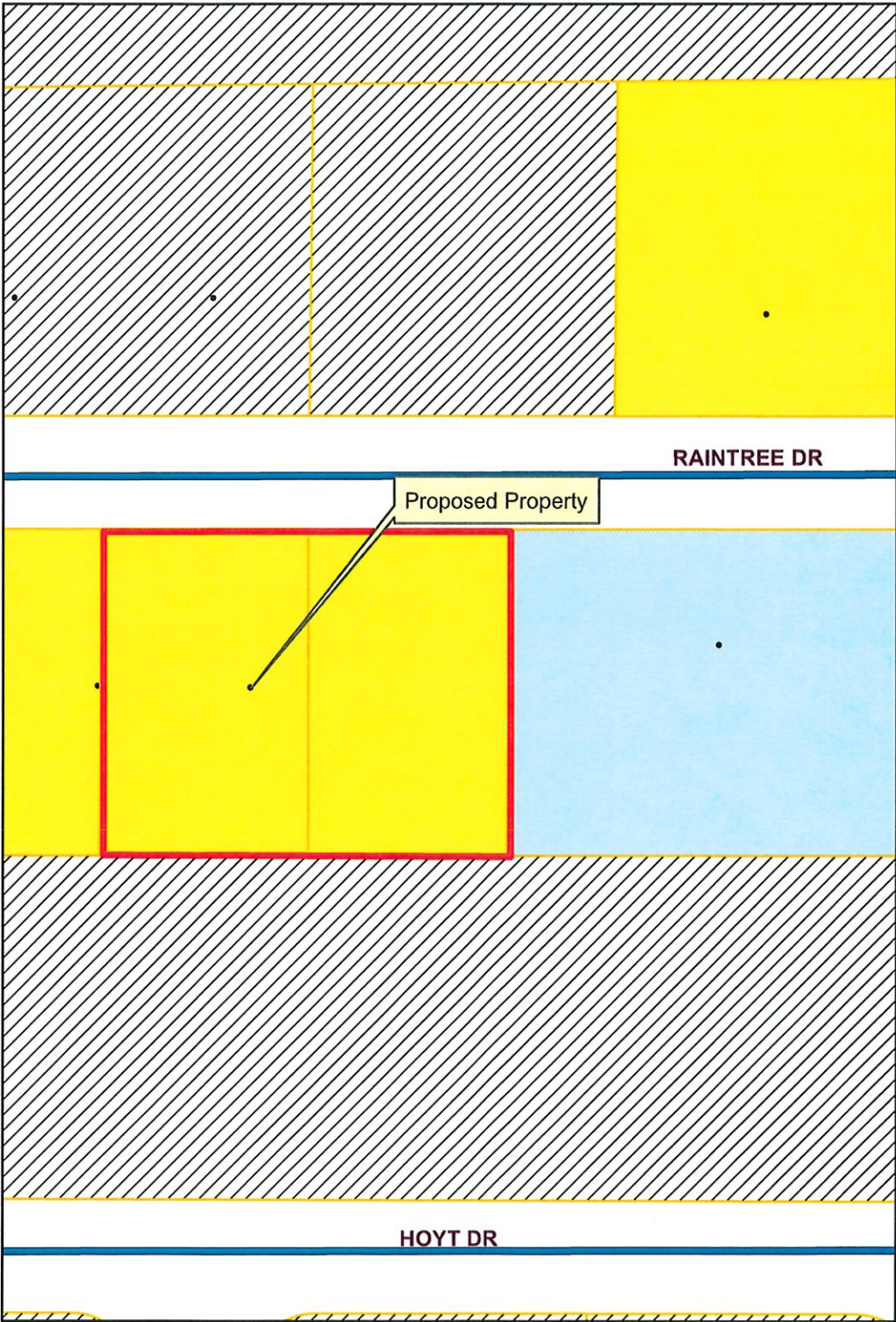


Exhibit D Future Land-Use

Prepared By:

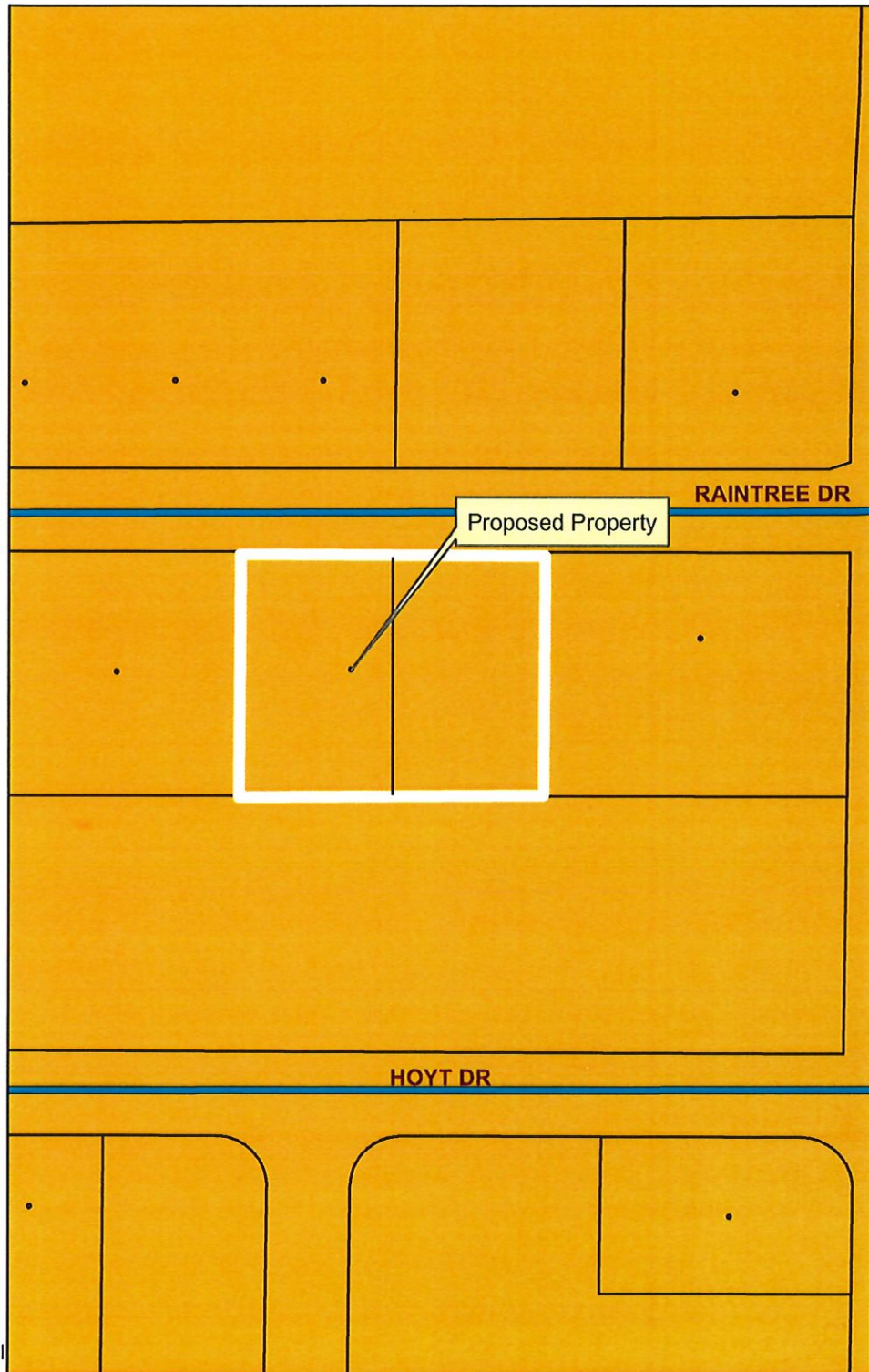
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



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

Council Meeting:
Title:

February 17, 2026
Consideration for a City-Initiated Rezoning of six (6) Properties from I-Industrial to AG Agricultural, located on C Byrd Road, Gautier, MS (GPC #26-02-RZ)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for a City-Initiated Rezoning of six (6) Properties from I-Industrial to AG Agricultural, located on C Byrd Road, Gautier, MS (GPC #26-02-RZ) (PID #82420270.000, #82420270.100, #82420270.050, #82420270.000, #82420270.020, and #82420270.125)

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Motion Made by:

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

Second Made by:

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

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDINANCE NUMBER 000-2026

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, RELATING TO THE REZONING OF SIX (6) PROPERTIES (KNOWN GENERALLY AS PID #82420270.000, #82420270.100, #82420270.050, #82420270.000, #82420270.020, and #82420270.125) FROM A I-INDUSTRIAL TO AG AGRICULTURAL, AND AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; PROVIDING AUTHORITY; MAKING FINDINGS OF FACT; PROVIDING FOR A ZONING MAP AMENDMENT; AND SETTING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY.

The authority for enactment of this ordinance is Miss. Code Ann., Section 17-1-1, et seq.

SECTION 2. PROPERTY REZONED.

The properties are generally described as Jackson County, Mississippi Parcel ID #82420270.000, #82420270.100, #82420270.050, #82420270.000, #82420270.020, and #82420270.125 and which are located on C Byrd Road in Gautier, Mississippi.

SECTION 3. PROCEDURAL HISTORY.

A public hearing was held before the Gautier Planning Commission on February 5, 2026, and the Commission recommended that Council approve a zoning map amendment, changing the zoning of the relevant property from I-Industrial to AG Agricultural.

SECTION 4. FINDINGS OF FACT.

The City Council finds, based on the record and evidence presented, that there was a mistake in the original zoning, as at the time of the original zoning the properties at issue were rezoned to I-Industrial despite having existing residences present, and due to the fact that the property has adjoining AG-Agricultural property. As such, the City Council finds that the property should be zoned to AG-Agricultural, as more fully defined in the attached application based on a mistake in the original zoning.

SECTION 5. ZONING MAP AMENDMENT.

The Official Zoning Map of the City of Gautier is hereby amended to include a change of classification from I-Industrial to AG Agricultural for the property identified as Jackson County Parcel No. #82420270.000, #82420270.100, #82420270.050, #82420270.000, #82420270.020, and #82420270.125.

SECTION 7. SETTING EFFECTIVE DATE AND APPEAL.

This Ordinance shall become effective 30 days after approval by the City Council and signature of the Mayor.

ADOPTED: _____

Casey Vaughan, Mayor

ATTEST:

Teresa Montgomery, City Clerk

Codification Instructions: Not Codified.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 02/10/2026
Subject: Consider a City-Initiated Rezoning of the six (6) properties listed from I-Industrial to AG Agricultural. PID #82420290.000, 82420270.100, 82420270.050, 82420270.000, 82420270.020, and 82420270.125, C Byrd Road. (GPC CASE #26-02-RZ)

REQUEST:

The Planning Department has requested a City-initiated rezoning of six (6) contiguous parcels located at PID #82420290.000, 82420270.100, 82420270.050, 82420270.000, 82420270.020, and 82420270.125, C Byrd Road, from I-Industrial to AG Agricultural. (GPC Case #26-02-RZ). All public notice requirements have been met.

The purpose of this city-initiated rezoning is to rezone these parcels based on a mistake in the original zoning designation.

BACKGROUND:

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

DISCUSSION:

1. Location: C Byrd Road, PID #82420290.000, 82420270.100, 82420270.050, 82420270.000, 82420270.020, and 82420270.125. (See Exhibit A)

2. Existing Zoning: I-Industrial. (See Exhibit B)

UDO 5.3.10 I, Industrial District - Purpose and intent. The purpose of the industrial district is to provide land where light manufacturing and assembly plants, processing, storage, warehousing, wholesaling, distribution centers and industrial parks for such uses can be located by right. All industrial, warehousing or manufacturing uses permitted by right should be conducted in such a manner so that noise, odor, dust, and glare of each operation are completely confined within an enclosed building. It is the intent of this Ordinance that heavy industrial and manufacturing uses be reviewed to ensure compatibility with conditions. Any outdoor industrial, storage or manufacturing use shall be appropriately screened and buffered to mitigate the effect on adjacent property.

UDO 5.3.1 AG, Agricultural District - Purpose and intent. The AG District is intended to provide an area for low density residential development and small scale agricultural uses such as farms, and ponds for livestock or fowl. This zoning district is to encourage large lots, open space and single-family detached dwellings in an agricultural environment.

The provision of these zoning regulations shall not be exercised so as to require permits with reference to land used for agricultural purposes, or for the maintenance, repair or extension of farm buildings or farm structures.

DATA AND ANALYSIS:

Property requested for Rezoning: C Byrd Road, PID #82420290.000, 82420270.100, 82420270.050, 82420270.000, 82420270.020, and 82420270.125.

Location: Ward 1

Current Zoning of the Request Property: I-Industrial

Existing Land Use: Very low to low density residential. (See Exhibit C)

Future Land Use: Industrial. (See Exhibit D)

Surrounding Zoning: I-Industrial to west and south, AG-Agricultural to east and north

HISTORY:

The subject properties have homes on them. These structures were built between the years of 1979 and 1999 with the majority of them being built in the 1980's.

REVIEW CRITERIA:

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

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

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

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

STAFF RECOMMENDATION:

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

CONCLUSION:

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

1. Recommend that City Council approve to Rezone C Byrd Road, PID #82420290.000, 82420270.100, 82420270.050, 82420270.000, 82420270.020, and 82420270.125 from I-Industrial to AG Agricultural.
2. Recommend that City Council deny the Rezoning.

RECOMMENDATION:

The Planning Commission recommends approval of the rezoning based on the information given.

The City Council may:

Approve to Rezone C Byrd Road, PID #82420290.000, 82420270.100, 82420270.050, 82420270.000, 82420270.020, and 82420270.125 from I-Industrial to AG Agricultural.

Deny the Rezoning.

ATTACHMENTS:

1. Excerpt GPC Meeting 2.5.26 (#26-02-RZ)
2. Complete Packet 26-02-RZ

Excerpt from February 5, 2026, Planning Commission Meeting:

The Planning Department has received a request for a City-Initiated Rezoning of PID #82420290.000, 82420270.100, 82420270.050, 82420270.000, 82420270.020, and 82420270.125 on C Byrd Road, from I-Industrial to AG Agricultural (GPC CASE #26-02-RZ)

Scott Ankerson, Planning Director, gave a brief overview of the case. He explained that the owner of the larger, most southern parcel, which has a home on it, contacted him about wanting to parcel it off so one of their children could build a house on the property. After looking into the request, he realized that the listed parcels were zoned Industrial and each one has had a home on it since the 70's, 80's, or 90's. After doing some research as to why this was, he found that when the Comprehensive rezoning was done in 2010 these parcels were rezoned to Industrial even though they had homes on them. It seems that these specific parcels were included by mistake and changed to Industrial. There are Industrial zoned parcels around these parcels, but these obviously should have been included in the Agricultural zone. The houses that are on the parcels are legal non-conforming and could not expand their use because they are in the Industrial district.

REQUEST:

The Planning Department has requested a City-initiated rezoning of six (6) contiguous parcels located at PID #82420290.000, 82420270.100, 82420270.050, 82420270.000, 82420270.020, and 82420270.125, C Byrd Road, from I-Industrial to AG Agricultural. (GPC Case #26-02-RZ). All public notice requirements have been met.

The purpose of this city-initiated rezoning is to rezone these parcels based on a mistake in the original zoning designation.

BACKGROUND:

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

DISCUSSION:

1. Location: C Byrd Road, PID #82420290.000, 82420270.100, 82420270.050, 82420270.000, 82420270.020, and 82420270.125. (See Exhibit A)
2. Existing Zoning: I-Industrial. (See Exhibit B)

UDO 5.3.10 I, Industrial District - Purpose and intent. The purpose of the industrial district is to provide land where light manufacturing and assembly plants, processing, storage, warehousing, wholesaling, distribution centers and industrial parks for such uses can be located by right. All industrial, warehousing or manufacturing uses permitted by right should be conducted in such a manner so that noise, odor, dust, and glare of each operation are completely confined within an enclosed building. It is the intent of this Ordinance that heavy industrial and manufacturing uses be reviewed to ensure compatibility with conditions. Any outdoor industrial, storage or manufacturing use shall be appropriately screened and buffered to mitigate the effect on adjacent property.

UDO 5.3.1 AG, Agricultural District - Purpose and intent. The AG District is intended to provide an area for low density residential development and small scale agricultural uses such as farms, and ponds for livestock or fowl. This zoning district is to encourage large lots, open space and single-family detached dwellings in an agricultural environment.

The provision of these zoning regulations shall not be exercised so as to require permits with reference to land used for agricultural purposes, or for the maintenance, repair or extension of farm buildings or farm structures.

DATA AND ANALYSIS:

Property requested for Rezoning: C Byrd Road, PID #82420290.000, 82420270.100, 82420270.050, 82420270.000, 82420270.020, and 82420270.125.

Location: Ward 1

Current Zoning of the Request Property: I-Industrial

Existing Land Use: Very low to low density residential. (See Exhibit C)

Future Land Use: Industrial. (See Exhibit D)

Surrounding Zoning: I-Industrial to west and south, AG-Agricultural to east and north

HISTORY:

The subject properties have homes on them. These structures were built between the years of 1979 and 1999 with the majority of them being built in the 1980's.

REVIEW CRITERIA:

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

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

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

STAFF RECOMMENDATION:

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

CONCLUSION:

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

1. Recommend that City Council approve to Rezone C Byrd Road, PID #82420290.000, 82420270.100, 82420270.050, 82420270.000, 82420270.020, and 82420270.125 from I-Industrial to AG Agricultural.
2. Recommend that City Council deny the Rezoning.

Commissioner Decoteau asked if there were any other parcels in the area that this might have happened to.

Mr. Ankerson said he studied the area to see which parcels were an obvious mistake, and these houses have had homes on them for some time. The rest of those Industrial parcels that go out towards Hwy 57 and south were probably designated as Industrial on purpose because it was determined at that time the city needed more Industrial land.

Commissioner Hudson said he didn’t think there was a mistake in the zoning back years ago, because Gautier planned on having Industrial in that area but somehow things have changed and industrial uses are moving into the city limits. He noted that surrounding cities have industrial that is mixed in with some of their residential. If we are rezoning some of the city’s industrial area, we need to find another area for industry. If

we are doing away with our Industrial land, how are we going to get industry to come to Gautier.

Mr. Ankerson explained that we are only proposing to change the zoning on those parcels zoned Industrial that have homes on them. He doesn't think there will be any other parcels in this area that will need to be rezoned Agricultural.

Chairman Ward said he agrees with Mr. Ankerson that there was a mistake in the zoning because when they were rezoned to Industrial there were already houses on the properties. This issue would have come up previously had anyone on these parcels wanted to put a shed on the property or add on to their homes.

Coreen Dean, a C Byrd Road resident, explained how the zoning change had been an issue when they wanted to put a trailer, where one had been previously, on their property in the area. Because of the rezoning that she was unaware of, they lost money having to move the trailer because it was not allowed.

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

ACTION TAKEN:

Commissioner Canada made a motion to recommend approval of the rezoning based on the information given.

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

AYES:	Joshua Ward
	Maurice Hudson
	Richard Williams
	Herman Green
	Marquitta Buxton
	Greg Canada
	Ricky Decoteau

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

February 5, 2026

City Initiated Rezoning

GPC 26-02-RZ

C Byrd Road

VII. NEW BUSINESS

3. Consider a City-Initiated Rezoning of the six (6) properties listed from I-Industrial to AG Agricultural. PID #82420290.000, 82420270.100, 82420270.050, 82420270.000, 82420270.020, and 82420270.125, C Byrd Road. (GPC CASE #26-02-RZ)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: January 26, 2026

Subject: Consider a request for a City Initiated Rezoning of Properties located at PID #82420290.000, 82420270.100, 82420270.050, 82420270.000, 82420270.020, and 82420270.125, C Byrd Road, from I-Industrial to AG Agricultural. (GPC Case #26-02-RZ)

REQUEST:

The Planning Department has requested a City-initiated rezoning of six (6) contiguous parcels located at PID #82420290.000, 82420270.100, 82420270.050, 82420270.000, 82420270.020, and 82420270.125, C Byrd Road, from I-Industrial to AG Agricultural. (GPC Case #26-02-RZ). All public notice requirements have been met.

The purpose of this city-initiated rezoning is to rezone these parcels based on a mistake in the original zoning designation.

BACKGROUND:

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

DISCUSSION:

1. Location: C Byrd Road, PID #82420290.000, 82420270.100, 82420270.050, 82420270.000, 82420270.020, and 82420270.125. (See Exhibit A)

2. Existing Zoning: I-Industrial. (See Exhibit B)

UDO 5.3.10 I, Industrial District - Purpose and intent. The purpose of the industrial district is to provide land where light manufacturing and assembly plants, processing, storage, warehousing, wholesaling, distribution centers and industrial parks for such uses can be located by right. All industrial, warehousing or manufacturing uses permitted by right should be conducted in such a manner so that noise, odor, dust, and glare of each operation are completely confined within an enclosed building. It is the intent of this Ordinance that heavy industrial and manufacturing uses be reviewed to ensure compatibility with conditions. Any outdoor industrial, storage or manufacturing use shall be appropriately screened and buffered to mitigate the effect on adjacent property.

UDO 5.3.1 AG, Agricultural District - Purpose and intent. The AG District is intended to provide an area for low density residential development and small scale agricultural uses such as farms, and ponds for livestock or fowl. This zoning district is to encourage large lots, open space and single-family detached dwellings in an agricultural environment.

The provision of these zoning regulations shall not be exercised so as to require permits with reference to land used for agricultural purposes, or for the maintenance, repair or extension of farm buildings or farm structures.

DATA AND ANALYSIS:

Property requested for Rezoning: C Byrd Road, PID #82420290.000, 82420270.100, 82420270.050, 82420270.000, 82420270.020, and 82420270.125.

Location: Ward 1

Current Zoning of the Request Property: I-Industrial

Existing Land Use: Very low to low density residential. (See Exhibit C)

Future Land Use: Industrial. (See Exhibit D)

Surrounding Zoning: I-Industrial to west and south, AG-Agricultural to east and north

HISTORY:

The subject properties have homes on them. These structures were built between the years of 1979 and 1999 with the majority of them being built in the 1980's.

REVIEW CRITERIA:

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

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

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

STAFF RECOMMENDATION:

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

CONCLUSION:

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

- 1. Recommend that City Council approve to Rezone C Byrd Road, PID #82420290.000, 82420270.100, 82420270.050, 82420270.000, 82420270.020, and 82420270.125 from I-Industrial to AG Agricultural.
- 2. Recommend that City Council deny the Rezoning.

ATTACHMENTS:

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

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

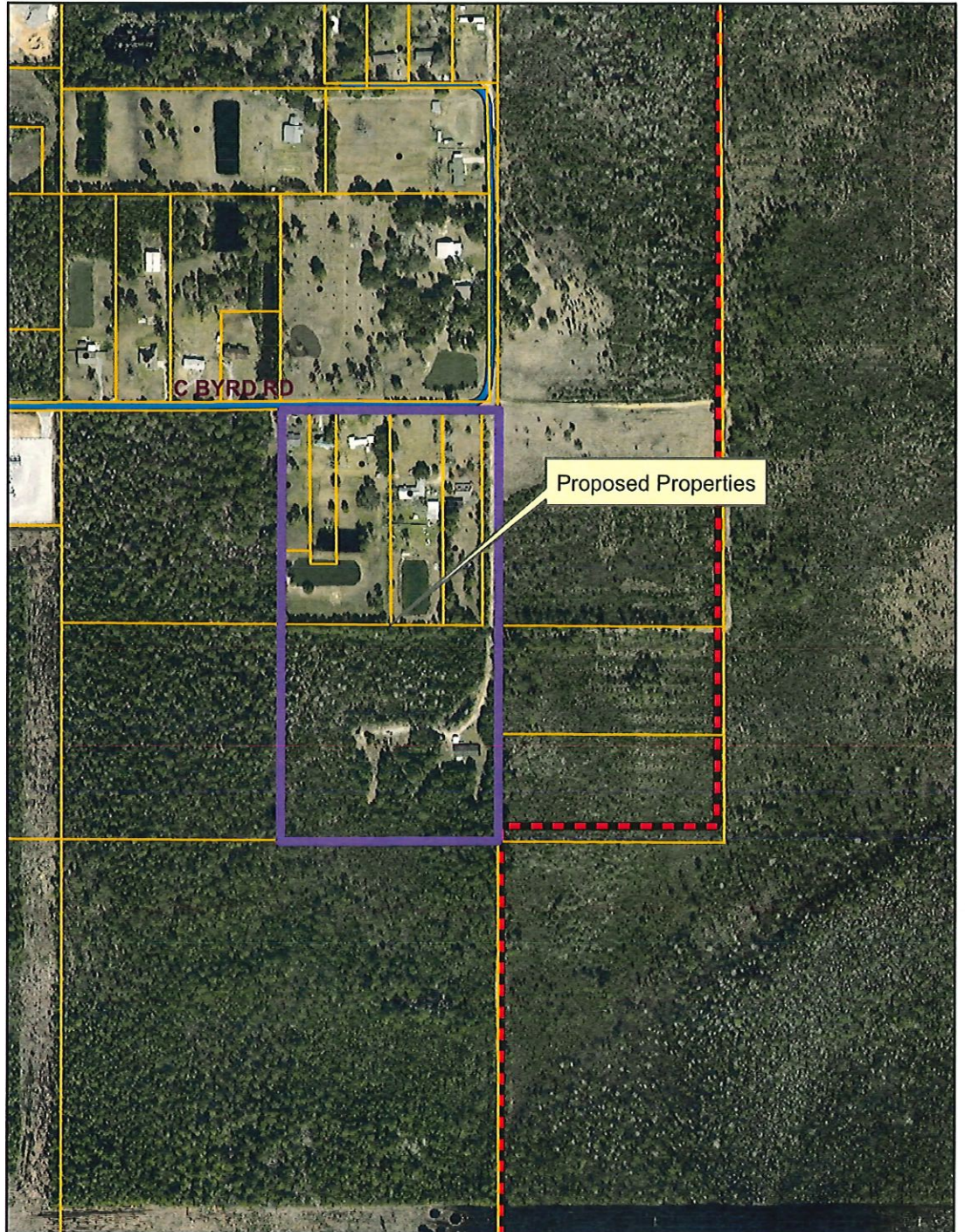


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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



Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

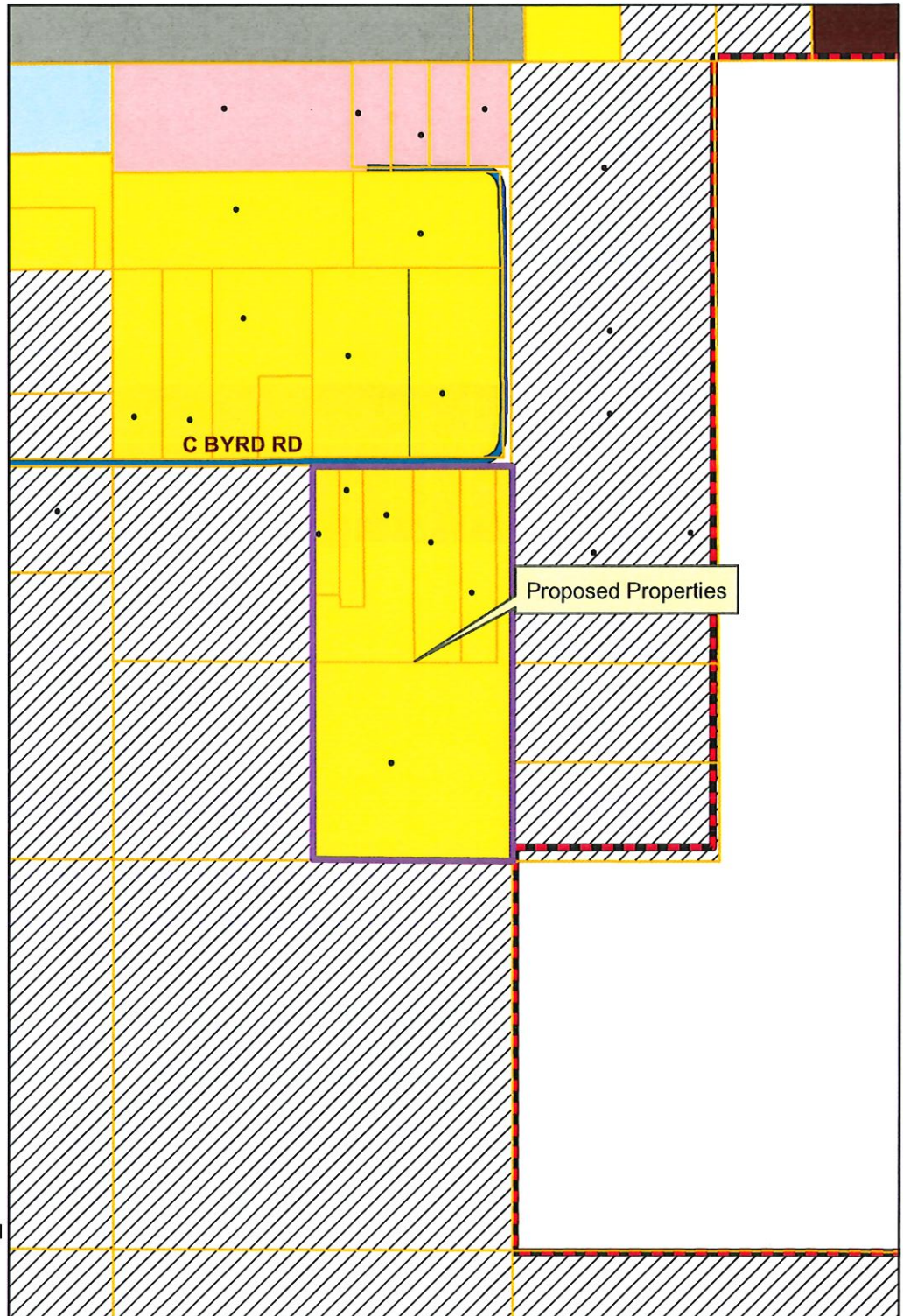


Exhibit D

Future Land-Use

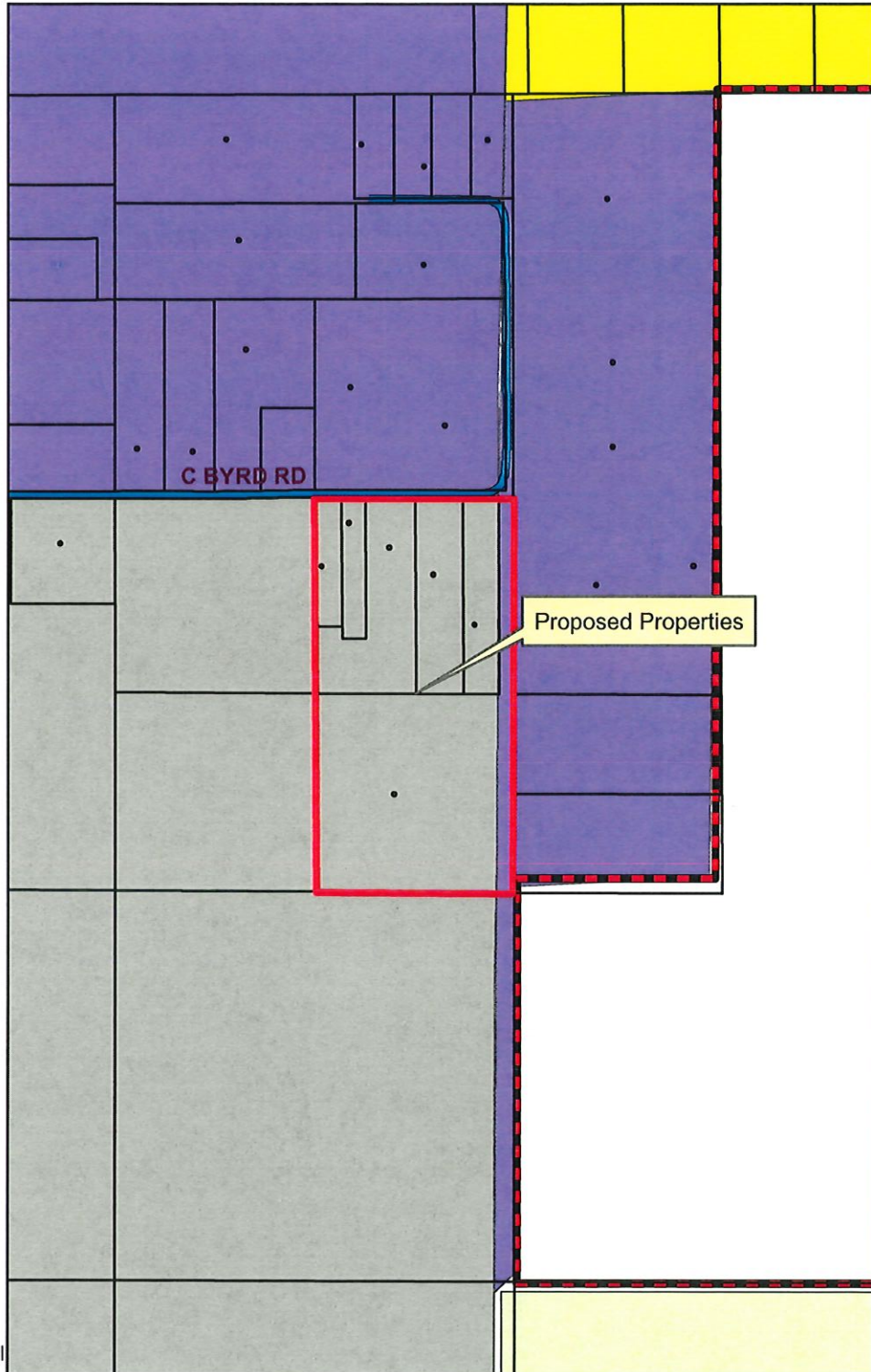
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



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

Council Meeting: February 17, 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	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

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

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

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

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 February 17, 2026.

Docket of Claims
Release date from 02/17/2026 thru 02/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SUMMIT TOPCO LP	261193	02/17/2026	01/29/2026			5,621.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	PARTS: FRONT END #12164		208103423	01/27/2026			3,518.61
	001-100-638	PARTS: BODY REPR #12164		208103423	01/27/2026			2,765.64
	001-100-638	PARTS: REAR END #12164		208103423	01/27/2026			2,427.71
	001-100-638	WHEEL/TIRE (2): #12164		208103423	01/27/2026			2,236.39
	001-100-638	SHOP MATERIALS/PAINT: #12164		208103423	01/27/2026			863.20
	001-100-638	LABOR/DIAGNOSTICS: #12164		208103423	01/27/2026			4,011.90
	001-100-638	TRAVELERS INS PMT 1/8/26		208103423	01/27/2026			-5,206.39
	001-100-638	TRAVELERS INS PMT 1/22/26		208103423	01/27/2026			-3,268.39
	001-100-638	TRAVELERS INS PMT IN PROC		208103423	01/27/2026			-1,726.72
001	TRANSUNION RISK-ALTERNATE DATA	SOLS INC 261221	02/17/2026	02/05/2026			344.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JAN 2026 ACCT 6006920		202601-1	02/01/2026			344.10
001	C SPIRE WIRELESS	261222	02/17/2026	02/05/2026			540.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-606	NCIC EQUIP CHG 3000652433		0652433-56	02/01/2026			540.00
001	RJ YOUNG COMPANY LLC	261224	02/17/2026	02/05/2026			164.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	UNL-J9T600-01 RENTAL FEE		INV7893572	01/28/2026			164.90
001	RJ YOUNG COMPANY LLC	261225	02/17/2026	02/05/2026			398.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	UNL-J9NI00-01 RENTAL FEE		INV7902433	02/03/2026			398.92
001	SPARKLIGHT	261228	02/17/2026	02/05/2026			164.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FEB 2026:CITY HALL 17254		02012026	01/26/2026			164.55
001	SPARKLIGHT	261229	02/17/2026	02/05/2026			102.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FEB 2026:SR BLDG 48895		02012026	01/26/2026			102.08
001	SPARKLIGHT	261230	02/17/2026	02/05/2026			146.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	FEB 2026:GARAGE 17239		01202026	01/16/2026			146.00
001	ACE HARDWARE OF OCEAN SPRINGS	261232	02/17/2026	02/05/2026			229.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	27-2 AUTOCUT TRIM HEAD (5)		41537881	01/13/2026			144.40
	001-170-639	2.6OZ STILH HP OIL (48)		41537881	01/13/2026			84.97
001	ADVANCE AUTO PARTS	261233	02/17/2026	02/05/2026			93.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	HD BLK FRONT FLOOR MAT 2PC		3601435468	01/14/2026			29.99
	001-161-638	SPARKPLUG DBL PLTNM (8)		3602145753	01/21/2026			63.92

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	261234	02/17/2026	02/05/2026			365.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	AIR FILTER SWITCH: E1		328254	01/08/2026			63.46
	001-161-638	SHOP RAGS (2): FD VEHICLES		328401	01/14/2026			102.90
	001-100-570	FILTER (12): PD CHARGERS		328414	01/15/2026			32.40
	001-170-639	TRAILER BALL: REC TRK		328419	01/15/2026			18.40
	001-161-638	SEAL(2);BRG CAP(2);OIL(2):E2		328541	01/21/2026			133.40
	001-170-638	PAINT PEN (3): REC SHOP		328542	01/21/2026			15.00
001	AUTOZONE INC	261235	02/17/2026	02/05/2026			34.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	RAINX;TURTLE WAX WIPES: GFD		4907943534	01/28/2026			19.38
	001-161-559	MF TOWELS; SCRAPER: GFD		4907943534	01/28/2026			15.22
001	ARTHUR J GALLAGHER RISK MGT SERV LLC	261241	02/17/2026	02/06/2026			165.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	PUBLIC OFFICIAL BOND: BEVER		5979473	02/02/2026			215.00
	001-092-625	CXL CR: YANCEY		5902398	12/11/2025			-50.00
001	AMERICAN BANKERS INSURANCE CO OF FL	261242	02/17/2026	02/06/2026			4,822.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	FLOOD: 914 DE LA POINTE DR		9906203041	01/18/2026			4,822.00
001	BORDIS & DANOS PLLC	261243	02/17/2026	02/06/2026			11,250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	FEB 2026 RETAINER		152	02/02/2026			11,250.00
001	DIRECTV LLC	261244	02/17/2026	02/06/2026			194.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (MAR)		X260214	02/14/2026			194.02
001	H2O INNOVATION OPERATION & MAINTENANCE	261245	02/17/2026	02/06/2026			31,832.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-672	JAN 2026 MAINT OPS		2026-01	01/31/2026			31,832.51
001	HICOMP LLC	261247	02/17/2026	02/06/2026			2,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	IBM MAINT RENEWAL 3/26-3/27		10284	01/30/2026			2,495.00
001	RELX INC DBA LEXISNEXIS	261250	02/17/2026	02/06/2026			163.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JAN 2026 4254VNBSY		3096288933	01/31/2026			163.00
001	M & E FEED & SEED	261251	02/17/2026	02/06/2026			58.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD (1)		5952	01/21/2026			58.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS COAST BUILDING OFFICIALS	261252	02/17/2026	02/06/2026			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-681	MCBOA MEMBERSHIP: ANKERSON		04012026	01/30/2026			100.00
	001-090-681	MCBOA MEMBERSHIP: FRANKLIN		04012026	01/30/2026			100.00
001	STATE TREASURER	261253	02/17/2026	02/06/2026			7,197.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JAN 2026 COURT ASSESSMENTS		01312026	02/02/2026			7,197.12
001	MS DEPT OF PUBLIC SAFETY	261254	02/17/2026	02/06/2026			511.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JAN 2026 SPECIAL ASSESSMENTS		01312026	02/02/2026			511.00
001	MS DEPT OF PUBLIC SAFETY	261255	02/17/2026	02/06/2026			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	JAN 2026 INTERLOCK FEES		01312026	02/02/2026			100.00
001	SINGING RIVER PAINT & BODY	261256	02/17/2026	02/06/2026			896.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	FRONT END REPR: 2019 CARAVAN		50023	02/03/2026			896.13
001	SOUTHERN PEST CONTROL INC	261257	02/17/2026	02/06/2026			403.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	CITY FACILITIES		171-470830	01/21/2026			403.35
001	SPORTSCONDUCTOR LLC DBA JARVIS	261260	02/17/2026	02/06/2026			209.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	2025 SPRING BASEBALL (1)		6608	02/01/2026			3.95
	001-170-503	2026 SPRING BASEBALL (35)		6608	02/01/2026			138.25
	001-170-503	2026 SPRING SOFTBALL (17)		6608	02/01/2026			67.15
001	WASTE PRO - GAUTIER	261265	02/17/2026	02/06/2026			285.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRASIER PORT O LET 52247		93740	01/31/2026			35.00
	001-170-698	BACOT PORT O LET 55400		93767	01/31/2026			250.00
001	HOME TEAM TIRE & AUTO SERVICE	261266	02/17/2026	02/06/2026			248.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-698	FS DESTINATION (1): #10185		501623	01/21/2026			149.91
	001-100-698	INSTALL PKG: #10185		501623	01/21/2026			20.00
	001-205-698	PATCH REPAIR: SPARE TIRE		501906	01/12/2026			24.20
	001-205-698	PLUG TIRE: 2008 F250 SD		502031	01/28/2026			22.00
	001-100-698	TIRE INSTALL/DISP: #12456		502041	01/30/2026			32.00
001	PAMELA MICHELE WOODS	261267	02/17/2026	02/06/2026			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	PLANNING MTG 2/5/26		PMW020526	02/05/2026			200.00

Docket of Claims
Release date from 02/17/2026 thru 02/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ACE DATA STORAGE INC	261268	02/17/2026	02/06/2026			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JAN 2026 SHREDDING SERVICE		0205434	02/01/2026			105.00
001	DELTA UTILITIES	261269	02/17/2026	02/06/2026			76.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	SOUTH FIRE:12/23/25-1/26/26		11000999-0	02/02/2026			76.69
001	DELTA UTILITIES	261270	02/17/2026	02/06/2026			80.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE:12/23/25-1/26/26		11000885-1	02/02/2026			80.02
001	SINGING RIVER ELECTRIC COOPERATIVE	261271	02/17/2026	02/06/2026			366.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		01182026	01/26/2026			70.54
	001-170-631	CITY PARK RSTRMS 89912001		01182026	01/26/2026			104.24
	001-170-631	FRAZIER RSTRMS 98546001		01182026	01/26/2026			53.40
	001-170-631	SRM VENUE 104312012		01182026	01/26/2026			42.00
	001-170-631	SRM PW BOX 8 104459007		01182026	01/26/2026			30.00
	001-170-631	FITNESS TRAIL 109268001		01182026	01/26/2026			32.74
	001-170-631	DOLPHIN PW BOX 6 110759006		01182026	01/26/2026			33.83
001	SINGING RIVER ELECTRIC COOPERATIVE	261272	02/17/2026	02/06/2026			1,738.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		01182026	01/26/2026			1,344.29
	001-201-629	SIGNAL LIGHT 89113001		01182026	01/26/2026			71.48
	001-201-633	STREET LIGHTS 90345002		01182026	01/26/2026			198.37
	001-092-631	RECORDS BLDG 90790001		01182026	01/26/2026			83.26
	001-201-633	BELK SIGN 97127001		01182026	01/26/2026			40.96
001	SINGING RIVER ELECTRIC COOPERATIVE	261273	02/17/2026	02/06/2026			946.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		01182026	01/26/2026			48.63
	001-201-633	DOLPHIN ST 94988002		01182026	01/26/2026			52.75
	001-201-633	DOLPHIN ST 94989002		01182026	01/26/2026			81.89
	001-201-633	DOLPHIN ST 94990002		01182026	01/26/2026			763.69
001	SINGING RIVER ELECTRIC COOPERATIVE	261274	02/17/2026	02/06/2026			721.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		01192026	01/27/2026			204.33
	001-170-631	BACOT SPLASHPAD 103751001		01192026	01/27/2026			31.54
	001-170-631	BACOT UPGRADES 113730001		01192026	01/27/2026			61.11
	001-170-631	BACOT 114484001		01192026	01/27/2026			30.00
	001-170-631	BACOT LIGHTS 10137		01192026	01/27/2026			279.55
	001-201-629	SIGNAL LIGHTS 10138		01192026	01/27/2026			114.74
001	BIENVILLE ANIMAL MEDICAL CENTER	261296	02/17/2026	02/10/2026			409.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	J/D CANINE 8.5# BAG: COOPER		2239338	01/09/2026			62.00
	001-100-514	WELLNESS CK; MEDS: COOPER		2239625	01/29/2026			285.75

Docket of Claims
Release date from 02/17/2026 thru 02/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BIENVILLE ANIMAL MEDICAL CENTER	261296	02/17/2026	02/10/2026			409.75	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	J/D CANINE 8.5# BAG: COOPER		2239625	01/29/2026			62.00
001	CINTAS CORPORATION	261297	02/17/2026	02/10/2026			551.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	JAN 03 2026 MAINT		4255526971	01/07/2026			137.82
	001-205-535	JAN 10 2026 MAINT		4256242399	01/14/2026			137.82
	001-205-535	JAN 17 2026 MAINT		4256988406	01/21/2026			137.82
	001-205-535	JAN 23 2026 MAINT		4257768565	01/28/2026			137.82
001	MISSISSIPPI POWER	261298	02/17/2026	02/10/2026			1,155.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-628	JAN 2026 LEASE: BACOT		0796886005	02/05/2026			1,155.00
001	PYRO SHOWS INC	261299	02/17/2026	02/10/2026			5,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	BAL PMT: M GRAS TAILGATE		22955	02/09/2026			5,000.00
001	WARREN PAVING INC	261301	02/17/2026	02/10/2026			48.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	.50 TN ASPHALT: GM PARK DR		120239	01/29/2026			48.00
001	SINGING RIVER ELECTRIC COOPERATIVE	261303	02/17/2026	02/10/2026			585.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	WM PAYNE 100245001		01182026	01/26/2026			65.89
	001-170-631	ROUNDAABOUT 102311004		01182026	01/26/2026			30.00
	001-161-631	BROWN FD 95237002		01152026	01/22/2026			490.10
001	AIRGAS USA LLC	261304	02/17/2026	02/10/2026			746.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		5522323838	01/31/2026			746.37
001	SINGING RIVER ELECTRIC COOPERATIVE	261305	02/17/2026	02/10/2026			10,477.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		01182026	01/26/2026			7,564.11
	001-201-633	WM PAYNE 10054-100244008		01182026	01/26/2026			60.51
	001-092-631	CITY HALL 10054		01182026	01/26/2026			1,004.72
	001-170-631	FRAZIER PARK 10045		01182026	01/26/2026			63.51
	001-170-631	SENIOR BLDG 10054		01182026	01/26/2026			188.97
	001-161-631	CENTRAL FD 10054		01182026	01/26/2026			314.23
	001-092-631	HWY 90 SIGN 10054		01182026	01/26/2026			34.05
	001-170-631	CITY PARK 10054		01182026	01/26/2026			253.20
	001-092-631	PUBLIC WORKS 10054		01182026	01/26/2026			176.46
	001-201-629	SIGNAL LIGHTS 10054		01182026	01/26/2026			817.92
001	TEC	261312	02/17/2026	02/10/2026			135.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1275145	02/01/2026			135.61

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001	AT&T MOBILITY	261314	02/17/2026	02/10/2026			63.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	FEB 2026 IT AIR BUS: WFD		X02082026	01/31/2026			63.74
001	LOWE'S	261317	02/17/2026	02/10/2026			1,229.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-510	ARM & HAMMER DETERGENT		988094	12/27/2025			15.18
	001-205-559	DW 9" RECIP SAW BLADE 5PK		994313	12/29/2025			16.61
	001-205-559	DW 12"RECIP SAW BLADE 5PK		994313	12/29/2025			19.93
	001-161-635	32W 2' T8 LFL BULB (3)		980224	01/05/2026			28.44
	001-161-559	DW ELT 100PC BIT SET(2):E3		983720	01/06/2026			75.96
	001-161-559	SPEC FIRE ANT;ORTHO FIRE ANT		983720	01/06/2026			16.11
	001-170-634	1G PAINT;3PK BRUSH: GM TABLES		984567	01/07/2026			48.41
	001-205-559	DW 9" RECIP SAW BLADE 5PK		988082	01/08/2026			19.93
	001-161-559	HOSE NOZZLE;500W T3 BULB 2PK		990481	01/09/2026			25.61
	001-161-559	12CT SS SCREWS; 5G BIN (2)		990481	01/09/2026			20.84
	001-092-559	6 OUTLET SURGE PROTECTOR		989206	01/09/2026			26.58
	001-205-559	5PK 4.5" CUT OFF WHEEL		989145	01/09/2026			18.98
	001-161-559	DW 10PC RECIP SAW BLADE SET		998260	01/12/2026			18.98
	001-161-559	DW 16PC RECIP SAW BLADE (2)		998260	01/12/2026			37.96
	001-161-559	DW 100PC IMPACT DRIVER BIT SET		998260	01/12/2026			33.23
	001-170-634	SUPPLIES: GMP SUNSHADE REPR		996349	01/12/2026			122.73
	001-170-559	REPEL SPRAY(2); LTHR GLOVES		996309	01/12/2026			30.92
	001-170-559	2G PLASTIC GAS CAN		998949	01/13/2026			20.88
	001-205-635	2-12-16 TRTD #2 (3): M SHOP		972293	01/14/2026			116.79
	001-205-635	CIRC SAW BLADE;2-12-16 #2(3)		970888	01/14/2026			123.42
	001-161-510	ASPHALT BRUSH;AUTO SQUEEGEE		973855	01/15/2026			12.03
	001-161-510	5' BROOM HANDLE		973855	01/15/2026			11.38
	001-161-559	8CT LOCK NUT; 8CT SCREW		973855	01/15/2026			7.56
	001-161-559	MULTI PURP HOOK (4)		973855	01/15/2025			31.48
	001-161-559	2G WTHRPROOF ELEC BOX COVER		988295	01/21/2026			19.46
	001-205-635	15/32 CAT 3PLY SHTG 32/16(12)		987770	01/21/2026			267.72
	001-205-635	15/32 CAT 3PLY SHTG 32/16		990734	01/22/2026			22.31
	001-170-634	SUPPLIES: WINTERIZE PARKS		991191	01/22/2026			11.73
	001-170-634	DOOR STOP;WALL GUARD:SR BLDG		992277	01/23/2026			8.13
001	O'REILLY AUTO PARTS	261320	02/17/2026	02/11/2026			2,809.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	2 PK KEYLESS: #18407		1978393613	12/30/2025			12.99
	001-100-570	BATTERY: M-2		1978394166	01/05/2026			103.34
	001-100-570	OIL FILTER: #10186		1978394174	01/05/2026			12.00
	001-170-638	ADHESIVE RMVR: REC VAN		1978394188	01/05/2026			22.45
	001-100-570	OIL FILTER (4): PD FORDS		1978394282	01/06/2026			48.00
	001-100-570	SYLV CAPSULE (2): PD UNITS		1978394345	01/06/2026			59.74
	001-100-570	FUEL PUMP TRX UNIT: #12457		1978394399	01/07/2026			169.57
	001-100-570	LT UPPER CONTROL ARM: #12457		1978394403	01/07/2026			88.55
	001-100-570	RT UPPER CONTROL ARM: #12457		1978394405	01/07/2026			88.55
	001-170-638	GAL ANTIFREEZE (2): REC		1978394437	01/07/2026			39.98
	001-161-638	PASTE WAX(2);MICRFBR PADS: FD		1978394510	01/08/2026			40.97
	001-170-638	THERMOSTAT; GASKET: #02302		1978394516	01/08/2026			10.45

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001	O'REILLY AUTO PARTS	261320	02/17/2026	02/11/2026			2,809.26	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-638	BATTERY W/CORE: #02302	1978394516	01/08/2026			155.02	
	001-170-638	GAL ANTIFREEZE: #02302	1978394521	01/08/2026			14.99	
	001-170-638	RTN CR - CORE: #02302	1978394558	01/08/2026			-22.00	
	001-205-570	BRK CALIPER,HOSE,PADS: 17634	1978394898	01/12/2026			150.86	
	001-205-570	REAR BRK ROTOR: 17634	1978394899	01/12/2026			106.00	
	001-205-570	RTN CR - CALIPER: 17634	1978394911	01/12/2026			-35.00	
	001-170-638	GAL BRAKE FLUID: REC SHOP	1978394912	01/12/2026			28.99	
	001-170-638	AIR FLTR; WPR BLADE(2): 03206	1978395001	01/13/2026			21.03	
	001-170-638	THERMOSTAT; MINI LAMP: 03206	1978395094	01/14/2026			15.89	
	001-170-638	200Z SHUDDER FIX: 03206	1978395094	01/14/2026			12.99	
	001-100-570	REAR BRK PADS: 19689	1978395177	01/15/2026			56.34	
	001-092-639	BATTERY-CORE(2): CH GENERATOR	1978395213	01/15/2026			354.92	
	001-092-639	BATT TERM (2): CH GENERATOR	1978395214	01/15/2026			18.98	
	001-100-570	OIL FILTER (12): PD FORDS	1978395214	01/15/2026			144.00	
	001-092-639	RTN CR-CORE(2): CH GENERATOR	1978395224	01/15/2026			-44.00	
	001-092-639	BATT CABLE (3): CH GENERATOR	1978395225	01/15/2026			14.49	
	001-170-638	WTR PUMP; ANTIFRZ (2): 03206	1978395692	01/20/2026			91.39	
	001-092-639	MICRO V BELT: CH GENERATOR	1978395693	01/20/2026			52.34	
	001-170-638	WIPER BLADE (2): REC VAN	1978395918	01/22/2026			11.50	
	001-161-639	BATTERY-CORE: WFD GENERATOR	1978395943	01/22/2026			139.18	
	001-161-639	GAL ANTIFRZ(2): FD GENERATORS	1978395945	01/22/2026			29.98	
	001-100-570	WIPER BLADE (4): PD TRUCKS	1978395955	01/22/2026			44.40	
	001-092-639	MICRO V BELT: CH GENERATOR	1978396048	01/23/2026			52.34	
	001-170-638	PWR WINDOW SWITCH: REC F250	1978396468	01/27/2026			103.76	
	001-170-638	BY PASS CAPS ASST: 03206	1978396469	01/27/2026			4.19	
	001-170-638	DOOR LOCK SWITCH: REC F250	1978396562	01/28/2026			22.21	
	001-170-638	RTN CR-PW SWITCH: REC F250	1978396563	01/28/2026			-103.76	
	001-161-639	BATTERY: NFD RADIO BACKUP SYS	1978396152	01/24/2026			95.73	
	001-161-639	RTN CR-CORE: NFD BATTERY	1978396156	01/24/2026			-10.00	
	001-205-570	AC BELT TENSIONER: 17634	1978396366	01/26/2026			88.08	
	001-205-570	AC IDLER PULLEY; BELT: 17634	1978396366	01/26/2026			61.68	
	001-205-570	BELT TENSIONER: 17634	1978396367	01/26/2026			75.01	
	001-205-570	IDLER PULLEY; BELT: 17634	1978396367	01/26/2026			82.14	
	001-100-570	WIN REG ASSY (2): 12301	1978396378	01/26/2026			177.34	
	001-100-570	WIPER BLADE (2): 12301	1978396378	01/26/2026			22.20	
	001-100-570	GAL ANTIFREEZE (2): 19684	1978396471	01/27/2026			39.98	
	001-100-570	GAL WASHER FLUID(12):PD UNITS	1978396582	01/28/2026			39.48	
001	JACKSON COUNTY ADULT DETENTION CENTER	261321	02/17/2026	02/11/2026			6,765.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-696	JAN 2026 ADC CHGS	01312026	02/11/2026			6,765.00	
001	RJ YOUNG COMPANY LLC	261322	02/17/2026	02/11/2026			351.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	UNL-J7RK00-01 RENTAL FEE	INV7907722	02/09/2026			351.40	
001	CARLOS MOULDS	261323	02/17/2026	02/11/2026			262.46	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-681	REIM MLG (MW-MML): 362M	01122026	01/16/2026			262.46	

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001	WASTE OIL COLLECTORS INC	261324	02/17/2026	02/11/2026			80.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	STOP CHG: PUMP USED OIL		0029485	02/10/2026			80.00
001	FUELMAN	261334	02/17/2026	02/11/2026			2,935.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP69937559	02/02/2026			47.40
	001-100-525	UNL&DSL FUEL		NP69937559	02/02/2026			1,955.18
	001-161-525	UNL&DSL FUEL		NP69937559	02/02/2026			482.17
	001-170-525	UNL&DSL FUEL		NP69937559	02/02/2026			388.23
	001-205-525	UNL FUEL		NP69937559	02/02/2026			62.65
001	FUELMAN	261336	02/17/2026	02/11/2026			3,076.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP69988726	02/09/2026			92.01
	001-092-525	UNL FUEL		NP69988726	02/09/2026			58.55
	001-100-525	UNL&DSL FUEL		NP69988726	02/09/2026			2,058.17
	001-161-525	UNL&DSL FUEL		NP69988726	02/09/2026			472.33
	001-170-525	UNL&DSL FUEL		NP69988726	02/09/2026			311.36
	001-205-525	UNL&DSL FUEL		NP69988726	02/09/2026			84.11
001	ELAN FINANCIAL SERVICES	261338	02/17/2026	02/11/2026			5,018.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	ONEWAY APP:JAN 2026		01072026	01/08/2026			75.00
	001-170-559	TOTE BOX(11): EVENT STORAGE		01092026	01/12/2026			117.37
	001-100-559	REPR PARTS: SCHOOL ZONE SIGNS		01142026	01/15/2026			90.92
	001-205-559	MISC SMALL TOOLS(8): SHOP		01142026	01/15/2026			24.52
	001-001-681	HOTEL-MML MW CONF: GEORGE		01152026	01/20/2026			367.34
	001-094-559	CANVA RENEW:GRAPHIC DESIGN		01152026	01/16/2026			119.99
	001-001-681	HOTEL-MML MW CONF: MOULDS		01152026	01/20/2026			363.00
	001-001-681	HOTEL-MML MW CONF: FULLER		01152026	01/20/2026			513.00
	001-001-681	HOTEL-MML MW CONF: JACKSON		01152026	01/20/2026			393.00
	001-092-625	CANINE INSURANCE: COOPER		01162026	01/20/2026			860.97
	001-100-535	REVERSIBLE DUTY BELT: PD		01172026	01/20/2026			83.44
	001-100-535	SS POLO SHIRT 6XLT Nvy (3)		01202026	01/21/2026			109.13
	001-090-535	TSHIRT (7) HOODIE (1): PLNG		01282026	01/19/2026			69.08
	001-170-513	MOVIE LIC: SOUL		01292026	01/30/2026			465.00
	001-170-513	MOVIE LIC: SEUSS THE LORAX		01292026	01/30/2026			465.00
	001-170-513	MOVIE LIC: IF		01292026	01/30/2026			465.00
	001-170-513	MOVIE LIC: SGOOB		01292026	01/30/2026			465.00
	001-001-615	MGRAS THROWS; FLOAT DECOR		01302026	02/02/2026			81.56
	001-092-625	REFUND INSURANCE: LADY J		01082026	01/09/2026			-109.50
001	CREDIT CARD CENTER	261340	02/17/2026	02/11/2026			3,473.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-682	IAFC RENEWAL: LATCH		12292025	12/30/2025			225.00
	001-021-681	MEDC 26 LEG RECEPT: MOULDS		12312025	01/02/2026			100.00
	001-021-681	HOTEL-GC LEG RECEPT: MOULDS		01082026	01/12/2026			122.85
	001-001-681	HOTEL-GC LEG RECEPT: VAUGHAN		01082026	01/12/2026			122.85
	001-094-612	2026 HURRICANE CONF: KING		01132026	01/14/2026			375.00

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001	CREDIT CARD CENTER	261340	02/17/2026	02/11/2026			3,473.12	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-094-612	2026 HURRICANE CONF: MORGAN	01132026	01/14/2026			375.00	
	001-094-612	2026 HURRICANE CONF: ANKERSON	01132026	01/14/2026			375.00	
	001-001-681	HOTEL-MML MW CONF: MINOR	01132026	01/15/2026			155.00	
	001-001-681	HOTEL-MML MW (BAL): GEORGE	01132026	01/15/2026			50.00	
	001-001-681	HOTEL-MML MW CONF: JAMISON	01132026	01/15/2026			513.00	
	001-001-681	HOTEL-MML MW CONF: VAUGHAN	01152026	01/19/2026			513.00	
	001-021-681	HOTEL-MML MW CONF: BILBO	01152026	01/19/2026			513.00	
	001-092-698	FINANCE CHG	01272026	01/27/2026			33.42	
001	SPARKLIGHT	261341	02/17/2026	02/12/2026			62.38	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	FEB 2026: CBL BOX 28848	02082026	02/04/2026			62.38	
001	C SPIRE WIRELESS	261342	02/17/2026	02/12/2026			1,140.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-605	COUNCIL CELL PHONES	0030759348	01/31/2026			125.44	
	001-021-605	CIYT MGR CELL PHONE	0030759348	01/31/2026			19.73	
	001-040-605	ADMIN CELL PHONE	0030759348	01/31/2026			41.91	
	001-090-698	BLDG-PLNG CELL PHONES	0030759348	01/31/2026			261.35	
	001-090-698	IPAD SERVICE (3)	0030759348	01/31/2026			103.44	
	001-161-605	FIRE CELL PHONES	0030759348	01/31/2026			147.99	
	001-170-605	REC CELL PHONES	0030759348	01/31/2026			256.95	
	001-205-605	MAINT CELL PHONES	0030759348	01/31/2026			124.32	
	001-094-605	GRANT-PROJ CELL PHONES	0030759348	01/31/2026			59.20	
001	DELTA COMPUTER SYSTEMS INC	261345	02/17/2026	02/12/2026			471.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-606	MAR 2026 ACCT SW MNT 50%	DHLMN20757	02/15/2026			259.70	
	001-092-606	MAR 2026 PRIV LIC SW MAINT	DHLMN20758	02/15/2026			212.00	
001	AUTO TRUCK AND TRAILER PARTS INC	261347	02/17/2026	02/12/2026			1,339.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	ROTOR (2): ENG 2	328506	01/20/2026	260431		1,020.00	
	001-161-638	BRAKE PADS: ENG 2	328506	01/20/2026	260431		319.00	
001	REYNOLDS WHOLESALE CO	261349	02/17/2026	02/12/2026			873.92	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-559	21" CARPET BONNET	80228	02/05/2026	260539		39.00	
	001-090-559	275GH TISSUE 96 ROLL CS (2)	80228	02/05/2026	260539		113.90	
	001-090-559	#1508 MFB TOWELS	80228	02/05/2026	260539		27.95	
	001-090-559	NABC CLEANER 4-GAL CS	80228	02/05/2026	260539		63.80	
	001-090-559	PF LATEX GLOVE L 100CT (10)	80228	02/05/2026	260539		70.00	
	001-090-559	409 SPRAY 32OZ (4)	80228	02/05/2026	260539		19.96	
	001-090-559	WAVE URINAL SCREEN (10)	80228	02/05/2026	260539		23.75	
	001-090-559	32OZ TRIGGER SPRAY BOTTLE (3)	80228	02/05/2026	260539		8.37	
	001-090-559	DIAL ANTIBAC SOAP GAL (2)	80228	02/05/2026	260539		43.90	
	001-090-559	LYSOL DISINFECT SPRAY (12)	80228	02/05/2026	260539		83.88	
	001-090-559	ODO BAN GAL (4)	80228	02/05/2026	260539		51.96	
	001-090-559	OUR FRESH CARTIDGE 8CT (2)	80228	02/05/2026	260539		95.20	
	001-090-559	PLEDGE FURNITURE POLISH (4)	80228	02/05/2026	260539		23.80	
	001-090-559	WINDEX GAL (2)	80228	02/05/2026	260539		25.90	

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001	REYNOLDS WHOLESALE CO	261349	02/17/2026	02/12/2026			873.92	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	BLEACH GAL (6)		80228	02/05/2026	260539		55.90
	001-090-500	LYSOL WIPES 95CT (4)		80228	02/05/2026	260539		19.80
	001-090-500	24X33 WH CAN LINER 500 CT		80228	02/05/2026	260539		32.95
	001-090-559	VB PAPER TOWEL ROLLS (60)		80228	02/05/2026	260539		73.90
001	GOODGAMES INC	261351	02/17/2026	02/12/2026			45.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-634	18X12 SIGN(3): KEEP DOG-LEASH		113319	01/27/2026	260469		45.00
001	BSN SPORTS LLC	261352	02/17/2026	02/12/2026			8,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-702	15' 3ROW TIP-ROLL BLEACHER(5)		933008839	01/28/2026	260467		8,500.00
001	LAWRENCE PRINTING COMPANY INC	261353	02/17/2026	02/12/2026			559.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	GEN DEPOSITORY CHECK (2000)		24868	02/06/2026	260442		533.92
	001-040-500	SHIPPING		24868	02/06/2026	260442		25.12
001	CUSTOM PRODUCTS CORPORATION	261355	02/17/2026	02/12/2026			3,288.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	STREET NAME SIGN (47)		INV43277	01/28/2026	260446		1,518.10
	001-201-565	STOP SIGN (20)		INV43277	01/28/2026	260446		935.60
	001-201-565	SPEED SIGN 30 MPH (10)		INV43277	01/28/2026	260446		237.60
	001-201-565	CHILDREN AT PLAY (10)		INV43277	01/28/2026	260446		482.50
	001-201-565	SHIPPING		INV43277	01/28/2026	260446		114.25
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	261357	02/17/2026	02/12/2026			45.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	WALNUT PLAQUE: L MORAN AWARD		2601103	01/29/2026	260477		40.00
	001-090-500	PLATE PROGRESSIVE PLAQUE		2601103	01/29/2026	260477		5.00
001	HOME TEAM TIRE & AUTO SERVICE	261360	02/17/2026	02/12/2026			3,413.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	FS FIREHAWK TIRE (4): 12457		501887	01/08/2026	260394		500.08
	001-100-638	INSTALL PKG: 12457		501887	01/08/2026	260394		89.00
	001-100-638	4 WHEEL ALIGNMENT: 12457		501887	01/08/2026	260394		89.99
	001-100-570	TPS MONITOR (4): 12557		501900	01/21/2026	260401		359.96
	001-100-570	FS FIREHAWK TIRE (4): 12557		501900	01/21/2026	260401		479.56
	001-100-638	INSTALL PKG: 12557		501900	01/21/2026	260401		89.00
	001-100-638	THRUST ANGLE ALIGNMENT: 12557		501900	01/21/2026	260401		89.99
	001-100-638	FS FIREHAWK TIRE (4): 12740		501901	01/12/2026	260395		479.56
	001-100-638	INSTALL PKG: 12740		501901	01/12/2026	260395		89.00
	001-100-638	4 WHEEL ALIGNMENT: 12740		501901	01/12/2026	260395		89.99
	001-161-638	TIRE INSTALL/BAL(4): FD CHEVY		501994	01/26/2026	260463		44.00
	001-161-638	FS TRANSFORCE HT3 (4):FD CHEVY		501994	01/26/2026	260463		514.08
	001-161-638	WHL BAL WEIGHTS(4):FD CHEVY		501994	01/26/2026	260463		12.00
	001-161-638	MS TIRE DISPOSAL FEE: FD CHEVY		501994	01/26/2026	260463		18.00
	001-161-638	TPMS VALVE STEM (4): FD CHEVY		501994	01/26/2026	260463		6.00
	001-161-638	ALIGNMENT-LT TRUCK: FD CHEVY		501994	01/26/2026	260463		89.99
	001-161-638	TOTAL FEES: FD CHEVY		501994	01/26/2026	260463		13.40
	001-205-570	TIRE PRESS MONITOR SENSOR (4)		502022	01/27/2026	260471		359.96

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001	PHILLIPS BARK PROCESSING CO INC	261363	02/17/2026	02/12/2026			2,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-520	90 CY PLAYGROUND MULCH		547	02/02/2026	260481		1,755.00
	001-170-520	FREIGHT		547	02/02/2026	260481		740.00
001	FENCECO	261365	02/17/2026	02/12/2026			13,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-634	REPR BACKSTOP FENCE: BACOT		02102026	02/10/2026	260567		13,000.00
001	STAPLES BUSINESS ADVANTAGE DEPT	261366	02/17/2026	02/12/2026			39.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-575	4X3 DRY ERASE BOARD		6054077038	01/27/2026	260466		39.28
001	EMERGENCY EQUIPMENT PROFESSIONALS INC	261369	02/17/2026	02/12/2026			523.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	WINDOW CAB ROLL UP FRONT		525222	01/31/2026	260439		409.97
	001-161-638	INSULATOR MACH SCR 26" ID (2)		525222	01/31/2026	260439		.20
	001-161-638	SHIPPING: ENG 2		525222	01/31/2026	260439		113.05
001	BILOXI AUTO RECYCLING INC	261370	02/17/2026	02/12/2026			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	1U-WHEEL: #14319		521925	01/14/2026	260319		175.00
001	ULINE INC	261372	02/17/2026	02/12/2026			3,729.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-702	PORTABLE SAFETY BARRIER (30)		203306042	01/23/2026	260462		3,450.00
	001-170-702	SHIPPING		203306042	01/23/2026	260462		279.30
001	STERLING PETROLEUM PRODUCTS INC	261373	02/17/2026	02/12/2026			489.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-559	KEROSENE 55 GAL: SHOP HEATER		118727	01/19/2026	260440		489.00
001	AMAZON CAPITAL SERVICE	261374	02/17/2026	02/12/2026			1,782.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	150W LED OD FLOOD LIGHT(4)		1MLW7C3G7H	01/29/2026	260464		263.96
	001-161-638	COUPON SAVINGS		1MLW7C3G7H	01/29/2026	260464		-5.00
	001-161-681	FUNDAMENTAL FF SKILLS PB(2)		1PJ4Q4CC1M	01/30/2026	260465		199.88
	001-161-681	FUNDAMENTAL FF SKILLS PB		1L3WR7YR73	02/04/2026	260465		99.95
	001-100-704	USB EXT CABLE 3' 4.8 GBPS(26)		1CKGVG9T9C	02/03/2026	260474		163.28
	001-100-704	11" BL ZIP TIE HD 100PK (2)		1CKGVG9T9C	02/03/2026	260474		14.20
	001-100-704	600PC HEAT SHRINK WIRE CONN		1CKGVG9T9C	02/03/2026	260474		36.97
	001-100-704	VELCRO HD FASTNER 4X2 (3)		1CKGVG9T9C	02/03/2026	260474		26.04
	001-100-704	100PC 3/44 BL ADHSV ZIP TIE		1CKGVG9T9C	02/03/2026	260474		5.89
	001-100-559	CS EVIDENCE SM BAG 100PK(3)		1CKGVG9T9C	02/03/2026	260474		90.00
	001-100-704	CS EVIDENCE MED BAG 100PK(3)		1CKGVG9T9C	02/03/2026	260474		135.00
	001-100-704	CS EVIDENCE LRG BAG 100PK(3)		1CKGVG9T9C	02/03/2026	260474		210.00
	001-100-559	POL LINE TAPE 3X1000' 12PK(5)		1CKGVG9T9C	02/03/2026	260474		484.95
	001-100-559	CR: POL TAPE NOT RECVD (1)		13WWRHGG7C	02/04/2026	260474		-96.99
	001-161-639	13.8V 30ADC POWER SUPPLY		1F6FFWC37H	02/04/2026	260493		79.58
	001-100-570	F150 TAIL LIGHT: U #30		1JVN14YFHQ	02/05/2026	260551		38.88

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001	AMAZON CAPITAL SERVICE	261374	02/17/2026	02/12/2026			1,782.58	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	JFN NETTING REPR KIT		1K9XY6VMJY	02/09/2026	260554		35.99
001	ECONOMY BOOTS SALES & SERVICE	261375	02/17/2026	02/12/2026			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	DUTY BOOTS SLIP ON: LINTON, J		0001178	01/13/2026	260428		150.00
	001-161-535	DUTY BOOTS SLIP ON: CARTER, K		0001179	01/13/2026	260429		150.00
FUND TOTAL	1 Claims	to	Checks	77 Total	160,917.86	Manual	Held	Total 160,917.86

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003	GOTTFRIED CONSTRUCTION LLC	261318	02/17/2026	02/10/2026			88,401.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	003-721-713	LS UPGRADES C/O		16	02/10/2026			88,401.15
FUND TOTAL	3 Claims	to	Checks	1 Total	88,401.15 Manual		Held	Total 88,401.15

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	SPARKLIGHT	261231	02/17/2026	02/05/2026			2,580.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-699	FEB 2026:SOUND 51824		01202026	01/16/2026			2,580.00
004	SOUTHERN PEST CONTROL INC	261258	02/17/2026	02/06/2026			160.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-699	SOUND FACILITIES		171-470830	01/21/2026			160.00
004	GREENAWALT HOSPITALITY LLC	261261	02/17/2026	02/06/2026			280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-699	FEB 2026 SERV FEE		I808	02/01/2026			280.00
004	SINGING RIVER ELECTRIC COOPERATIVE	261307	02/17/2026	02/10/2026			1,518.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-631	AMPHITHEATER 118241002		02012026	02/06/2026			1,487.08
	004-510-631	GATES 122412001		01182026	01/26/2026			31.64
004	JASON LINDLEY	261364	02/17/2026	02/12/2026			3,695.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-702	2025 ENC CARGO TRAILER 5X10		2157	02/05/2026	260499		3,695.00
004	SWEETWATER SOUND HOLDINGS LLC	261371	02/17/2026	02/12/2026			13,301.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-702	BEHRNGR 32C 25B DIG MIXER		48918929	02/02/2026	260492		2,239.00
	004-510-702	BEHRNGR 32X16 DIG STAGE BOX		48918929	02/02/2026	260492		689.00
	004-510-702	TSOUND 12"1Q 2500W SPEAKER(2)		48918929	02/02/2026	260492		1,538.00
	004-510-702	TSOUND 18"1Q 3000W PWR SUB(2)		48918929	02/02/2026	260492		2,098.00
	004-510-702	TSOUND DLX 18" SUB COVER(2)		48918929	02/02/2026	260492		110.16
	004-510-702	ON-STAGE SUB POLE (2)		48918929	02/02/2026	260492		29.68
	004-510-702	PWRCON20-10 A-B CABLE 10'(2)		48918929	02/02/2026	260492		157.58
	004-510-702	GATOR X32 MIXER GTOUR CASE		48918929	02/02/2026	260492		350.20
	004-510-702	TSOUND DLX 12" SPEAKER CVR(2)		48918929	02/02/2026	260492		75.12
	004-510-702	FURMN 8+1 OUTLET 15A RK PWR		48918929	02/02/2026	260492		74.40
	004-510-702	GATOR 4U GTOUR RACK CASE		48918929	02/02/2026	260492		227.62
	004-510-702	DA LABS 50'SHLD CAT6 RJ45(2)		48918929	02/02/2026	260492		54.28
	004-510-702	DA LABS 25'SHLD CAT6 RJ45(2)		48918929	02/02/2026	260492		33.26
	004-510-702	PC 150'SHLD CAT6A CABLE REEL		48918929	02/02/2026	260492		402.70
	004-510-702	TSOUND 12"1Q 2500W SPEAKER(2)		48918929	02/02/2026	260492		1,538.00
	004-510-702	TSOUND DLX 12"SPEAKER COVER(2)		48918929	02/02/2026	260492		85.80
	004-510-702	TSOUND 18"1Q 3000W PWR SUB(2)		48918929	02/02/2026	260492		2,098.00
	004-510-702	TSOUND DLX 18" SUB COVER (2)		48918929	02/02/2026	260492		125.80
	004-510-702	GATOR SUB POLE ADJ (2)		48918929	02/02/2026	260492		69.98
	004-510-702	SHURE 5-MIC PGA DRUM MIC PKG		48918929	02/02/2026	260492		359.00
	004-510-702	GATOR 20'XLRF-XLRM BL CBL(3)		48918929	02/02/2026	260492		69.33
	004-510-702	ROKIT TRIPOD BOOM MIC (3)		48918929	02/02/2026	260492		83.64
	004-510-702	SHURE DYNAMIC VOCAL MIC (3)		48918929	02/02/2026	260492		357.00
	004-510-702	PWRCON A-B CABLE 20A 10'(2)		48918929	02/02/2026	260492		185.98
	004-510-702	SHIPPING		48918929	02/02/2026	260492		250.00
FUND TOTAL	4 Claims	to	Checks	6 Total	21,535.25 Manual	Held	Total	21,535.25

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030	GOODWYN MILLS & CAWOOD INC	261237	02/17/2026	02/05/2026			3,061.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	030-355-763	CONSTRUCTION DOCS 50.0%		2508559	02/01/2026			3,061.31
FUND TOTAL	30 Claims	to	Checks	1 Total	3,061.31 Manual		Held	Total 3,061.31

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130	GULF BREEZE CONSTRUCTION INC	261333	02/17/2026	02/11/2026			467,183.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-770	CONSTRUCTION 93.66%		36	02/11/2026		467,183.99	
FUND TOTAL 130 Claims	to	Checks	1 Total	467,183.99	Manual		Held	Total 467,183.99

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156	PMAM CORPORATION	261302	02/17/2026	02/10/2026			3,583.13	
	Account Number 156-100-799	Description		Invoice #	Date	P.O.	Amount	
		POLICE PROG MANAGEMENT 1YR		202601024	01/23/2026			3,583.13
156	C SPIRE WIRELESS	261313	02/17/2026	02/10/2026			896.48	
	Account Number 156-100-606	Description		Invoice #	Date	P.O.	Amount	
		GPD MODEM PLAN (26) JAN 2025		01032026	02/02/2026			896.48
FUND TOTAL 156 Claims	to	Checks	2 Total	4,479.61	Manual	Held	Total	4,479.61

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176	BAY ICE COMPANY INC	261262	02/17/2026	02/06/2026			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	JAN 2026 BOX RENTAL		721990	01/31/2026			50.00
176	GRAND VIEW SECURITY LLC	261294	02/17/2026	02/10/2026			141.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	SERV CALL; BATTERY: ALARM		2601261217	02/09/2026			141.00
176	SINGING RIVER ELECTRIC COOPERATIVE	261306	02/17/2026	02/10/2026			3,227.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	HOUSE 76855002		01192026	01/27/2026			55.60
	176-170-631	PARK FACILITIES 76854002		01192026	01/27/2026			2,765.49
	176-170-631	DUMP STATION 109931001		01192026	01/27/2026			30.00
	176-170-631	SP WELCOME CENTER 108928002		01192026	01/27/2026			376.56
176	LOWE'S	261315	02/17/2026	02/10/2026			288.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-586	2-10-8 #2 TRTD(2): TABLE REPR		982791	01/06/2026			28.84
	176-170-586	SPRAY PAINT(2): TABLE REPR		982791	01/06/2026			14.22
	176-170-559	TRIBOLT LOCK MTL MAILBOX (2)		988014	01/21/2026			245.10
176	C SPIRE WIRELESS	261343	02/17/2026	02/12/2026			53.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	01/31/2026			53.73
176	REYNOLDS WHOLESALE CO	261350	02/17/2026	02/12/2026			90.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	HERSHEY VARIETY CANDY 30CT		80230	02/05/2026	260542		35.00
	176-170-559	PLSTC 100'X40" TABLECOVER(3)		80230	02/05/2026	260542		55.50
176	FOSTERS A/C & HEATING INC	261354	02/17/2026	02/12/2026			5,088.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	INSTL RTN; INSULATN: W SYS		V66393	02/09/2026	260490		2,500.08
	176-170-699	REPL INSLTN; REPR RTN: E SYS		V66392	02/09/2026	260491		2,588.08
176	LEE TRACTOR CO OF MISSISSIPPI INC	261358	02/17/2026	02/12/2026			37,693.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-702	KUBOTA L4802HST TRACTR #15414		60583	02/05/2026	260544		30,000.00
	176-170-702	KUBOTA LA766 LOADER S#A1938		60583	02/05/2026			7,693.60
176	JOSEPH DAVIS	261362	02/17/2026	02/12/2026			4,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	PAINT/PRESS WASH: LOG CABIN		207	02/06/2026	260468		4,500.00
FUND TOTAL 176 Claims to		Checks	9 Total	51,132.80	Manual	Held	Total	51,132.80

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309	ALLRED STOLARSKI ARCHITECTS PA	261239	02/17/2026	02/06/2026			3,012.24	
	Account Number 309-510-763	Description		Invoice #	Date	P.O.	Amount	
		CONSTRUCTION ADMIN 33.25%		202173-13	02/05/2026			3,012.24
309	DAN HENSARLING INC	261240	02/17/2026	02/06/2026			307,700.25	
	Account Number 309-510-756	Description		Invoice #	Date	P.O.	Amount	
		MS SONGWRITERS PAC 33.25%		8	02/05/2026			307,700.25
FUND TOTAL 309 Claims		to	Checks	2 Total	310,712.49 Manual		Held	Total 310,712.49

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355	WAGGONER ENGINEERING INC	261295	02/17/2026	02/10/2026			6,987.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-763	RFIS & SUBMITTALS		45920	02/02/2026			6,987.50
FUND TOTAL 355 Claims	to	Checks	1 Total	6,987.50	Manual	Held	Total	6,987.50

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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	261226	02/17/2026	02/05/2026			398.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-092-698	UNL-J9NI00-01 RENTAL FEE		INV7902433	02/03/2026			398.92
400	RJ YOUNG COMPANY LLC	261227	02/17/2026	02/05/2026			235.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	UNL-J9T500-01 RENTAL FEE		INV7902434	02/03/2026			235.80
400	H2O INNOVATION OPERATION & MAINTENANCE	261246	02/17/2026	02/06/2026			183,082.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	JAN 2026 MAINT OPS		2026-01	01/31/2026			183,082.50
400	HICOMP LLC	261248	02/17/2026	02/06/2026			2,245.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-092-606	IBM MAINT RENEWAL 3/26-3/27		10284	01/30/2026			2,245.50
400	SOUTHERN PEST CONTROL INC	261259	02/17/2026	02/06/2026			201.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-092-698	CITY FACILITIES		171-470830	01/21/2026			201.65
400	ANSER	261263	02/17/2026	02/06/2026			710.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE: 01/14-02/10/26		277-011426	01/14/2026			685.00
	400-650-698	PAPER INVOICE FEE		277-011426	01/14/2026			5.00
	400-650-698	HOLIDAY CHG: DEC 2025		277-011426	01/14/2026			20.00
400	HUB INTERNATIONAL	261264	02/17/2026	02/06/2026			51,234.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-625	INSURE SKIDS: 3305 G-V RD		4481375	01/30/2026			51,234.00
400	ARISTA INFORMATION SYSTEMS INC	261293	02/17/2026	02/10/2026			5,310.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JAN 2026 PRINTING 2067001		0013480	01/31/2026			1,145.75
	400-650-698	JAN 2026 POSTAGE 2067001		0013480	01/31/2026			4,164.75
400	WARREN PAVING INC	261300	02/17/2026	02/10/2026			564.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	2.94 TN ASPHALT: NORMAN RD		120239	01/29/2026			282.24
	400-651-585	1.47 TN ASPHALT: RAINTREE		120239	01/29/2026			141.12
	400-651-683	1.47 TN ASPHALT:OLD SHELL LNDG		120239	01/29/2026			141.12
400	SINGING RIVER ELECTRIC COOPERATIVE	261308	02/17/2026	02/10/2026			4,368.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		01192026	01/27/2026			295.51
	400-651-631	LIFT STNS 17883		01192026	01/27/2026			2,021.13
	400-651-631	LIFT STNS 17884		01212026	01/28/2026			1,156.06
	400-651-631	LIFT STNS 114260001		01192026	01/27/2026			895.51

Docket of Claims
Release date from 02/17/2026 thru 02/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	261309	02/17/2026	02/10/2026			2,085.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER-WTR TNK 109812001		01152026	01/22/2026			31.43
	400-651-631	LIFT STNS 20649		01152026	01/22/2026			785.98
	400-651-631	LIFT STNS 28779		01152026	01/22/2026			92.47
	400-651-631	CITY HALL WELL 114046001		01182026	01/26/2026			1,175.89
400	SINGING RIVER ELECTRIC COOPERATIVE	261310	02/17/2026	02/10/2026			5,714.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	WATER WELLS 17881		01172026	01/23/2026			3,472.48
	400-651-631	LIFT STNS 17881		01172026	01/23/2026			2,242.14
400	SINGING RIVER ELECTRIC COOPERATIVE	261311	02/17/2026	02/10/2026			6,156.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		01182026	01/26/2026			172.51
	400-651-631	WATER WELLS 17882		01182026	01/26/2026			2,080.08
	400-651-631	CTIY HALL SOUTH 17882		01182026	01/26/2026			1,467.82
	400-651-631	LIFT STNS 17882		01182026	01/26/2026			2,435.70
400	LOWE'S	261316	02/17/2026	02/10/2026			1,360.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	1LB FIRE ANT KILLER (2)		985091	01/07/2026			22.76
	400-650-559	MRKG PAINT CAUTION BLUE (3)		985091	01/07/2026			28.44
	400-650-559	CM 6" FH SCREWDRIVER (2)		985091	01/07/2026			13.26
	400-650-559	CM 4" FH SCREWDRIVER (2)		985091	01/07/2026			13.26
	400-651-585	50LB RYE GRASS SEED (3)		985729	01/07/2026			190.89
	400-651-584	6" ZINC T-HINGE(8): COTITA		987125	01/08/2026			47.76
	400-651-584	8"BLK GATE HRDWRE KIT:COTITA		986818	01/08/2026			73.12
	400-651-584	#8 DECK SCREW (1280): COTITA		986818	01/08/2026			56.97
	400-651-584	6'TRTD FENCE PKT(125):COTITA		986818	01/08/2026			247.50
	400-651-584	2-4-10 PINE #2 (25): COTITA		986818	01/08/2026			170.50
	400-651-683	CONTRACTOR MIX(2):R GENTILLY		989986	01/09/2026			98.38
	400-651-581	250W INCNDSNT BULB(18):WELLS		991462	01/22/2026			204.84
	400-651-581	GE CERAMIC HEAT BULB(4):WELLS		991462	01/22/2026			64.52
	400-651-581	125W INCNDSNT BULB (5):WELLS		991462	01/22/2026			45.05
	400-651-581	4PK 100W LED BULB (4): WELLS		992379	01/23/2026			83.52
400	MISSION COMMUNICATIONS LLC	261319	02/17/2026	02/11/2026			8,262.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: ION PLANT (16089)		2017826	02/06/2026			650.00
	400-651-698	RENEWAL: ION PLANT (18643)		2017826	02/06/2026			722.00
	400-651-698	RENEWAL: LARK WELLS 1 & 6		2017826	02/06/2026			650.00
	400-651-698	RENEWAL: WESTGATE WELL 4		2017826	02/06/2026			650.00
	400-651-698	RENEWAL: MALL TANK & WELL 7		2017826	02/06/2026			650.00
	400-651-698	RENEWAL: OFFICE WELL 8		2017826	02/06/2026			563.40
	400-651-698	RENEWAL: HONDURAS WELL 9		2017826	02/06/2026			650.00
	400-651-698	RENEWAL: BEASLEY WELL 10		2017826	02/06/2026			650.00
	400-651-698	RENEWAL: HWY57 TANK-WELL 11		2017826	02/06/2026			650.00
	400-651-698	RENEWAL: MARTIN BLUFF TANK		2017826	02/06/2026			650.00
	400-651-698	RENEWAL: CENTRAL STN TANK		2017826	02/06/2026			650.00

Docket of Claims
Release date from 02/17/2026 thru 02/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MISSION COMMUNICATIONS LLC	261319	02/17/2026	02/11/2026			8,262.20	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: CH WELL 22MIS33916		2017826	02/06/2026			563.40
	400-651-698	RENEWAL: CARTER TANK (28179)		2017826	02/06/2026			563.40
400	FUELMAN	261335	02/17/2026	02/11/2026			180.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP69937559	02/02/2026			180.77
400	FUELMAN	261337	02/17/2026	02/11/2026			92.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP69988726	02/09/2026			92.72
400	COG DEPOSITORY ACCOUNT	261339	02/17/2026	02/11/2026			192,044.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	JAN 2026 GARBAGE PMTS		01312026	01/31/2026			192,044.76
400	C SPIRE WIRELESS	261344	02/17/2026	02/12/2026			581.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-001-605	COUNCIL CELL PHONES		0030759348	01/31/2026			188.14
	400-021-605	CITY MGR CELL PHONE		0030759348	01/31/2026			29.60
	400-040-605	ADMIN CELL PHONE		0030759348	01/31/2026			41.90
	400-205-605	MAINT CELL PHONES		0030759348	01/31/2026			31.07
	400-094-605	GRANT-PROJ CELL PHONES		0030759348	01/31/2026			88.79
	400-650-605	CELL PHONES (4)		0030759348	01/31/2026			201.72
400	DELTA COMPUTER SYSTEMS INC	261346	02/17/2026	02/12/2026			259.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-092-606	MAR 2026 ACCT SW MNT 50%		DHLMN20757	02/15/2026			259.70
400	AUTO TRUCK AND TRAILER PARTS INC	261348	02/17/2026	02/12/2026			111.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	B60 BELT (3): LS PARTS		328891	01/27/2026	260414		57.69
	400-651-584	SAE30 OIL (12): GRAVELINE LS		328911	01/28/2026	260476		54.00
400	SOUTHERN PIPE & SUPPLY CO INC	261356	02/17/2026	02/12/2026			11,085.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	4" CI/PL TAP SADDLE TEE (24)		1069394200	01/23/2026	260455		1,261.44
	400-651-709	1" BLMJ PLB DIRECT METER(6)		1066323100	01/16/2026	260409		1,210.80
	400-651-709	2" THRD MJ MS DIRECT METER(2)		1066323100	01/16/2026	260409		1,486.56
	400-651-709	2"NL BRS ADPT MIPXCTS PJ (15)		1066323101	01/23/2026	260409		1,780.50
	400-651-709	1-1/4X1" COMP CPL CTSXCTS(10)		1066323101	01/23/2026	260409		516.00
	400-651-683	8X112.5 STRAW BLANKET NET(6)		1068402700	01/30/2026	260448		279.24
	400-651-709	5/8X3/4 BLMJ DIRECT METER(48)		1065990500	01/30/2026	260475		4,551.36
400	CONSOLIDATED PIPE & SUPPLY	261359	02/17/2026	02/12/2026			768.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	2" S40 PVC 45 EL SWXSW (12)		MS03715183	01/23/2026	260447		36.00
	400-651-583	2" S40 PVC ADPT SWXMIPT (12)		MS03715183	01/23/2026	260447		18.00
	400-651-581	2X1-1/4 RED CPLG (5)		MS03715184	01/23/2026	260334		660.00
	400-651-683	18 ADS HDPE SPLIT CPLG DOM		MS03714831	01/06/2026	260332		54.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CENTRAL PIPE SUPPLY-JACKSON	261361	02/17/2026	02/12/2026			5,402.96	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-583	RECTORSEAL PVC CEMENT (12)	439748.001	01/28/2026	260450		140.88	
	400-651-583	RECTORSEAL PVC PRIMER (12)	439748.001	01/28/2026	260450		150.00	
	400-651-583	2X6.8 HYMAX CPLG (10)	439211.001	01/28/2026	260453		1,869.80	
	400-651-583	6X4 RUBBER FERNCO CPLG (2)	439211.001	01/28/2026	260453		36.90	
	400-651-581	BLUE MARK PAINT #57100 (120)	440322.001	02/04/2026	260516		888.00	
	400-651-583	GREEN MARK PAINT #57546 (28)	440322.001	02/04/2026	260516		221.48	
	400-651-581	BLUE FLAG 4X5X21 100 PK	440322.001	02/04/2026	260516		16.34	
	400-651-583	GREEN FLAG 4X5X21 100 PK	440322.001	02/04/2026	260516		16.34	
	400-651-583	GREEN MARK PAINT #57546 (92)	440322.002	02/04/2026	260516		727.72	
	400-651-583	2"SPEARS CMPRSS MALE ADPT (10)	439211.002	02/04/2026	260453		374.60	
	400-651-583	2"PHILMAC CMPRSS REPR CPLG (10)	439211.003	02/04/2026	260453		960.90	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	261367	02/17/2026	02/12/2026			358.07	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-703	4 DRAWER VERT FILE CABINET	6053679900	01/24/2026	260458		296.00	
	400-650-500	LEXMARK 500Z IMAGING UNIT	6054286700	01/30/2026	260489		62.07	
400	CITY ELECTRIC SUPPLY CO	261368	02/17/2026	02/12/2026			684.24	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	4" PVC S40 (80)	PAS/107051	01/29/2026	260479		277.90	
	400-651-584	DIN RAIL 35MMX7.5MMX1M SLT (2)	PAS/107118	02/02/2026	260510		14.67	
	400-651-584	18A 3P CONT AUX 120V COIL (2)	PAS/107118	02/02/2026	260510		86.12	
	400-651-584	OL RELAY 12-18A MCG-9-MCG-40	PAS/107118	02/02/2026	260510		33.66	
	400-651-584	F4P 5"CABLE TIE 40LBS BL	PAS/107118	02/02/2026	260510		8.16	
	400-651-584	OL RELAY 12-18A MCG-9-MCG-40	WBI/751049	02/02/2026	260510		33.66	
	400-651-584	F4P 1"MNT PAD ACRYL UV BL 100	WBI/751049	02/02/2026	260510		40.18	
	400-651-584	30A 120/240 2P MINI BRKR (2)	PAS/107191	02/04/2026	260510		153.90	
	400-651-584	15A 120/240 1P MINI BRKR	PAS/107191	02/04/2026	260510		35.99	
400	J H WRIGHT & ASSOCIATES INC	261376	02/17/2026	02/12/2026			1,963.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	PRIMEX PC3000 LS CONTROLLER	475454	01/23/2026	260451		1,100.00	
	400-651-584	PMPU PHASE MONITOR: GRAVELINE	475573	01/29/2026	260478		163.00	
	400-651-581	0-75 PSI PRESS TRANSDCR:MALL	475695	02/04/2026	260517		350.00	
	400-651-581	0-75 PSI PRESS TRANSDCR:SPARE	475725	02/06/2026	260518		350.00	
FUND TOTAL 400 Claims	to	Checks	27 Total	485,464.06	Manual	Held	Total	485,464.06

Docket of Claims
Release date from 02/17/2026 thru 02/17/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	261236	02/17/2026	02/05/2026			175,272.00	
	Account Number 404-677-693	Description	JAN 2026 RES GARBAGE (6432)	Invoice # 94290	Date 01/31/2026	P.O.	Amount	175,272.00
404	HICOMP LLC	261249	02/17/2026	02/06/2026			249.50	
	Account Number 404-092-606	Description	IBM MAINT RENEWAL 3/26-3/27	Invoice # 10284	Date 01/30/2026	P.O.	Amount	249.50
FUND TOTAL 404 Claims to		Checks	2 Total	175,521.50	Manual	Held	Total	175,521.50

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	77 Total	160,917.86 Manual	Held	Total	160,917.86
FUND 3 Claims	to	Checks	1 Total	88,401.15 Manual	Held	Total	88,401.15
FUND 4 Claims	to	Checks	6 Total	21,535.25 Manual	Held	Total	21,535.25
FUND 30 Claims	to	Checks	1 Total	3,061.31 Manual	Held	Total	3,061.31
FUND 130 Claims	to	Checks	1 Total	467,183.99 Manual	Held	Total	467,183.99
FUND 156 Claims	to	Checks	2 Total	4,479.61 Manual	Held	Total	4,479.61
FUND 176 Claims	to	Checks	9 Total	51,132.80 Manual	Held	Total	51,132.80
FUND 309 Claims	to	Checks	2 Total	310,712.49 Manual	Held	Total	310,712.49
FUND 355 Claims	to	Checks	1 Total	6,987.50 Manual	Held	Total	6,987.50
FUND 400 Claims	to	Checks	27 Total	485,464.06 Manual	Held	Total	485,464.06
FUND 404 Claims	to	Checks	2 Total	175,521.50 Manual	Held	Total	175,521.50
Total for all Funds			Checks	129 Total	1,775,397.52 Manual	Held	Total 1,775,397.52

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

Council Meeting: February 17, 2026
Title: Approval of Minutes from the Special Called Meeting held January 30, 2026, and the Regular Council Meeting held February 3, 2026

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

Summary Explanation: Approval of Minutes from the Special Called Meeting held January 30, 2026, and the Regular Council Meeting held February 3, 2026

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

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 Special Called Meeting held January 30, 2026 and the Regular Council Meeting held February 3, 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 February 17, 2026.

Tuesday
January 30, 2026
Gautier, Mississippi

BE IT REMEMBERED THAT A SPECIAL CALLED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held January 30, 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. Absent was Councilman Cameron George.

**January 30, 2026
CALL FOR SPECIAL MEETING**

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

NOW, THEREFORE, the undersigned Mayor and Council Members of the City of Gautier hereby call for a Special Meeting of the City Council, said meeting to be held in the Gautier Municipal Building, 3330 HWY 90, Gautier, Mississippi, on January 30, 2026 at 3:30 PM. This Special Meeting is called in accordance with Section 21-9-39, Mississippi Code of 1972. The agenda of said Special Meeting shall be as follows:

**AGENDA
CITY OF GAUTIER
January 30, 2026 at 3:30 PM**

- I. Call to Order**
- II. Agenda Order Approval**
- III. Business Agenda**

- 1. Consideration of Town Commons property covenants
- 2. Consideration of terms for use of city-owned venue

Adjourn until February 3, 2026 at 6:30 PM

www.gautier-ms.gov

/s/ Casey Vaughan
MAYOR VAUGHAN

/s/ Eric Minor
COUNCILMAN MINOR

/s/ Kay Jamison
COUNCILMAN JAMISON

/s/ Lorenzo Fuller, Sr.
COUNCILMAN FULLER

/s/ Dante Elbin
COUNCILMAN ELBIN

/s/ Richard Jackson
COUNCILMAN JACKSON

/s/ Cameron George
COUNCILMAN GEORGE

Councilman Fuller made the motion to approve the agenda with the following revision:

- 1. Move Business Agenda Item 1 to Business Agenda Item 2, and move Business Agenda Item 2 to Business Agenda Item 1.**

Councilman Elbin seconded the motion. The vote was carried unanimously.

Councilwoman Jamison made the motion to approve the substantive terms for the agreement with Jamal Roberts and/or his agent for use of The Sound Amphitheater, as presented. Councilman Minor seconded the motion. The vote was carried unanimously. Absent was Councilman George.

Substantive Terms for Agreement with Jamal Roberts and/or his Agent

Jamal Roberts Responsibility:

- **50 minute concert at The Sound Amphitheater with his band on April 12, 2026**

To be provided by City:

- **Booking Fee: \$20,000.00 to be paid to artist and/or his agent**
- **Venue: The Sound Amphitheater**
- **Travel Stipend: \$3,000.00 (in addition to the Booking Fee)**
- **Accommodations: On the night of the concert, 4 Rooms (3 Double beds & 1 king) at Hilton Garden Inn**
- **Standard Hospitality Fare: alkaline water, mints, gum, buffalo chicken wings, pineapples, grapes**
- **Sound and production**
- **Security detail**

Councilman Fuller made the motion to approve the Declaration of Easements and Covenants for Town Commons, and other related documents, as presented. Councilwoman Jamison seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 016-2026

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 **Councilman Fuller**, seconded by **Councilwoman Jamison**, and the following vote was recorded:

AYES: **Casey Vaughan**
 Eric Minor
 Richard Jackson
 Kay Jamison
 Lorenzo Fuller
 Dante Elbin

NAYS: **None**

ABSENT: **Cameron George**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 30, 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) Unsightly 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 **MORTGAGEE 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 reasonably 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 ($\frac{1}{3}$) 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 \$___ 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

BUTLER | SNOW

Post Office Box 6010
Ridgeland, MS 39158-6010
Main (601) 948-5711
Fax (601) 985-4500

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

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Ridgeland, MS 39158-6010
Main (601) 948-5711
Fax (601) 985-4500

Contact:

Paul Pratt (601) 985-4113 or Steve M. Hendrix

Councilman Jackson made the motion to adjourn until February 3, 2026. Councilman Fuller seconded the motion. The vote was carried unanimously.

**Tuesday
February 3, 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 February 3, 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, Cameron George, 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.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
February 3, 2026 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. 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 on Saturday, February 7th, starting at 7pm.**
- 3. City offices will be closed Monday, February 16th in observance of Presidents' Day.**
- 4. Tasty Thursday will be February 26th, starting at 11am at Gautier Town Commons (former SR Mall Property).**

IV. Presentation Agenda

- 1. Presentation by Duplantis Design Group (DDG)**

V. Business Agenda

- 1. Approval of the Docket of Claims**

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

1. Approval of Minutes from the Recessed Council Meeting held January 20, 2026
2. Receive November 2025 Finance Report
3. Authorization for the Gautier Mayor's Youth Council to travel to Jackson, MS for the Mississippi Municipal League's 2026 Statewide Youth Leadership Summit
4. Authorization to Advertise for Bid for the Gautier Water and Sewer Improvements (Section 592) West Park Drainage Improvements Project
5. Authorization to advertise a Request for Qualifications for professional architectural/engineering services relating to Shepard State Park Ranger House

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 February 17, 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 with the following revision:

1. Re-number the Study Agenda as: 3) City Attorney Comments, 4) City Manager Comments, and 5) City Clerk Comments

Councilwoman Jamison seconded the motion. The vote was carried unanimously.

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 on Saturday, February 7th, starting at 7pm.
 3. City offices will be closed Monday, February 16th in observance of Presidents' Day.
 4. Tasty Thursday will be February 26th, starting at 11am at Gautier Town Commons (former SR Mall Property).
-

Presentation

1. Presentation by Duplantis Design Group (DDG)
-

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



A vibrant purple poster for the Gautier Mardi Gras Night Parade. At the top, a stylized green and yellow Mardi Gras hat with gold buttons is adorned with a string of purple, green, and yellow beads. The word "Gautier" is written in a small, black, cursive font above the word "Mardi Gras", which is in a large, bold, green font with a yellow outline. Below "Mardi Gras", the words "NIGHT PARADE" are written in a bold, green, blocky font with a yellow outline. Further down, the text "SATURDAY", "FEBRUARY 7, 2026", and "PARADE ROLLS @7PM" are displayed in a bold, white, sans-serif font. At the bottom, the phrase "New Parade Route!" is written in a green, cursive font. The entire poster is framed by a decorative border of purple, green, and yellow beads.

Gautier

Mardi Gras

NIGHT PARADE

SATURDAY

FEBRUARY 7, 2026

PARADE ROLLS @7PM

New Parade Route!



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!

Steven Lowry
StevenLowry73@gmail.com
228-224-7315



GAUTIER PRESENTS

TASTY

THURSDAY!

4TH

THUR.

11 AM



**GOOD EATS
FROM AWESOME
FOOD TRUCKS**

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

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. 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 017-2026

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 **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 February 3, 2026.

Docket of Claims
Release date from 02/03/2026 thru 02/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COG 7M BOND ACCT	261079	02/03/2026	01/16/2026			889,744.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDOT WIRE: FUND 130		01162026	01/16/2026			889,744.30
001	AGJ SYSTEMS & NETWORKS INC	261083	02/03/2026	01/21/2026			5,426.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	FEB 2026: MSP COMP/ENDPT DET		MSP-128701	02/01/2026			4,343.50
	001-092-606	FEB 2026: MS365 E-74; B-32		128702	02/01/2026			609.70
	001-092-606	FEB 2026: LITIGATN HOLD (17)		128702	02/01/2026			53.55
	001-092-606	FEB 2026: BACKUP SERVER (2)		128703	02/01/2026			420.00
001	M & E FEED & SEED	261092	02/03/2026	01/21/2026			54.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD (1)		5945	12/19/2025			54.99
001	CG MPI GO BOND DEBT SERVICE FUND	261094	02/03/2026	01/21/2026			233,090.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-900-969	BUDGETED DS TRX: F 254		03012026	03/01/2026			233,090.00
001	TEC	261105	02/03/2026	01/26/2026			61.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1267739	01/20/2026			61.02
001	DEPT PUBLIC SAFETY	261106	02/03/2026	01/26/2026			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES (DEC 2025)		90170106	01/08/2026			60.00
001	CATALIS COURTS AND LAND RECORDS LLC	261107	02/03/2026	01/26/2026			1,968.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	JAN 2026 COURT SUPPORT		308367732	01/21/2026			1,968.23
001	GLOBALSTAR	261108	02/03/2026	01/26/2026			104.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		105836310	01/16/2026			104.44
001	AT&T	261109	02/03/2026	01/26/2026			37.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC MONITORING		2284970262	01/14/2026			37.89
001	C SPIRE WIRELESS	261112	02/03/2026	01/26/2026			632.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	01/11/2026			459.60
	001-100-606	DATA CARDS (5)		0032680896	01/11/2026			172.40
001	AT&T	261113	02/03/2026	01/26/2026			2,373.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	JAN 2026 BILLING		2284978000	01/14/2026			2,373.90

Docket of Claims
Release date from 02/03/2026 thru 02/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	261116	02/03/2026	01/26/2026			62.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JAN 2026:CBL BOX 28848		01082026	01/04/2026			62.38
001	SPARKLIGHT	261117	02/03/2026	01/26/2026			245.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FEB 2026:BACOT 22221		01232026	01/19/2026			245.88
001	SPARKLIGHT	261118	02/03/2026	01/26/2026			102.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	FEB 2026:SFD 32212		01232026	01/19/2026			102.76
001	SPARKLIGHT	261119	02/03/2026	01/26/2026			102.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	FEB 2026:NFD 35678		01232026	01/19/2026			102.76
001	SPARKLIGHT	261120	02/03/2026	01/26/2026			122.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	FEB 2026:CFD 49000		01232026	01/19/2026			122.71
001	SINGING RIVER ELECTRIC COOPERATIVE	261124	02/03/2026	01/26/2026			1,768.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		12182025	12/26/2025			1,329.68
	001-201-629	SIGNAL LIGHT 89113001		12182025	12/26/2025			70.27
	001-201-633	STREET LIGHTS 90345002		12182025	12/26/2025			204.05
	001-092-631	RECORDS BLDG 90790001		12182025	12/26/2025			123.75
	001-201-633	BELK SIGN 97127001		12182025	12/26/2025			40.74
001	SINGING RIVER ELECTRIC COOPERATIVE	261125	02/03/2026	01/26/2026			353.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		12182025	12/26/2025			65.83
	001-170-631	CITY PARK RSTRMS 89912001		12182025	12/26/2025			103.47
	001-170-631	FRAZIER RSTRMS 98546001		12182025	12/26/2025			52.19
	001-170-631	SRM VENUE 104312012		12182025	12/26/2025			37.19
	001-170-631	SRM PW BOX 8 104459007		12182025	12/26/2025			30.00
	001-170-631	FITNESS TRAIL 109268001		12182025	12/26/2025			32.63
	001-170-631	DOLPHIN PW BOX 110759006		12182025	12/26/2025			32.20
001	SINGING RIVER ELECTRIC COOPERATIVE	261126	02/03/2026	01/26/2026			919.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		12182025	12/26/2025			48.40
	001-201-633	DOLPHIN ST 94988002		12182025	12/26/2025			52.08
	001-201-633	DOLPHIN ST 94989002		12182025	12/26/2025			78.92
	001-201-633	DOLPHIN ST 94990002		12182025	12/26/2025			739.96
001	SINGING RIVER ELECTRIC COOPERATIVE	261129	02/03/2026	01/26/2026			229.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	MARTIN BLUFF RD 58380001		01172026	01/23/2026			186.85
	001-092-631	CITY LIMIT SIGN 17546		01172026	01/23/2026			42.16

Docket of Claims
Release date from 02/03/2026 thru 02/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	WARREN PAVING INC	261131	02/03/2026	01/27/2026			322.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	3.36 TNS ASPHALT: RD REPRS		119652	01/15/2026			322.58
001	FUELMAN	261132	02/03/2026	01/27/2026			2,476.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP69847646	01/19/2026			106.04
	001-092-525	UNL FUEL		NP69847646	01/19/2026			48.76
	001-100-525	UNL&DSL FUEL		NP69847646	01/19/2026			1,705.63
	001-161-525	UNL&DSL FUEL		NP69847646	01/19/2026			392.72
	001-170-525	UNL&DSL FUEL		NP69847646	01/19/2026			223.27
001	FUELMAN	261134	02/03/2026	01/27/2026			2,711.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP69879205	01/26/2026			104.68
	001-100-525	UNL&DSL FUEL		NP69879205	01/26/2026			1,812.53
	001-161-525	UNL&DSL FUEL		NP69879205	01/26/2026			449.42
	001-170-525	UNL&DSL FUEL		NP69879205	01/26/2026			238.49
	001-205-525	UNL&DSL FUEL		NP69879205	01/26/2025			105.99
001	HUB INTERNATIONAL	261136	02/03/2026	01/27/2026			1,020.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	ADD INS: SAR BOAT-MOTOR (2)		4474982	01/27/2026			1,020.00
001	TRAVELERS CL REMITTANCE CENTER	261137	02/03/2026	01/27/2026			2,045.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	INS: 2012 & 2013 DODGE RAM		4394J5094	01/12/2026			946.00
	001-092-625	INS: 2025 EXPLORER 0266		4394J5094	01/12/2026			1,099.00
001	ERNEST LAUREN WILSON	261139	02/03/2026	01/28/2026			500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	DJ SERVICES: MG TAILGATE		200	01/26/2026			500.00
001	PRO-LOCK LOCKSMITH SERVICE LLC	261140	02/03/2026	01/28/2026			85.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	SERV CALL: REPL BATTERY (5)		73951	01/28/2026			85.00
001	GOODGAMES INC	261156	02/03/2026	01/28/2026			78.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-634	USE AT OWN RISK SIGN (2)		113081	01/05/2026	260348		28.00
	001-170-634	NO DUMPING SIGN (2)		113081	01/05/2026	260348		50.40
001	ACTION PRINTING CENTER INC	261157	02/03/2026	01/28/2026			194.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	BUSINESS CARD (250): B WARD		6207	01/20/2026	260342		47.00
	001-100-559	BUSINESS CARD (250): J CHAPMAN		6207	01/20/2026	260342		47.00
	001-021-559	BUSINESS CARD (500): C MOULDS		6143	01/28/2026	260433		100.00

Docket of Claims
Release date from 02/03/2026 thru 02/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SUNBELT FIRE INC	261158	02/03/2026	01/28/2026			819.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-559	5GAL CITRO SQUEEZE: GEAR CLNR	00035159	01/12/2026	260361		167.00	
	001-161-559	FREIGHT	00035159	01/12/2026	260361		25.00	
	001-161-535	FF LEATHER BOOT: TURNER	00035364	01/16/2026	260438		609.00	
	001-161-535	FREIGHT	00035364	01/16/2026	260438		18.00	
001	HENZE ENTERPRISES INC	261160	02/03/2026	01/28/2026			1,100.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-634	15 TN A-BASE: GM PARK	34035	01/20/2026	260432		930.00	
	001-170-634	15 CY FILL DIRT: GM PARK	34035	01/20/2026	260432		170.00	
001	HOWARD INDUSTRIES INC DBA	261164	02/03/2026	01/28/2026			520.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-639	6' USB CABLE TWIST LOCK(26)	5553012026	01/08/2026	260382		520.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	261166	02/03/2026	01/28/2026			1,024.92	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-094-500	5/8" BINDING SPINE 100CT (2)	6052467692	01/08/2026	260390		36.12	
	001-094-559	8" TITANIUM HD SCISSOR 3CT	6052467692	01/08/2026	260390		17.29	
	001-094-535	VERBATIM 32GB USB 5PK (2)	6052467692	01/08/2026	260390		108.46	
	001-094-500	LTR FILE FOLDER 100CT	6052467692	01/08/2026	260390		13.27	
	001-094-500	PENTEL GEL PEN 12CT (2)	6052467692	01/08/2026	260390		54.84	
	001-100-500	JUMBO PAPER CLIPS 10PK	6053031924	01/15/2026	260426		8.00	
	001-100-500	STD PAPER CLIPS 10PK	6053031924	01/15/2026	260426		3.38	
	001-100-559	BRO TN660 HY TONER 2PK(3)	6053031924	01/15/2026	260426		167.37	
	001-100-500	#33 RUBBER BANDS 700CT	6053031924	01/15/2026	260426		2.98	
	001-100-559	LEXMARK IMAGING KIT 70C0Z50	6053031924	01/15/2026	260426		344.47	
	001-100-559	LEXMARK 701 SY TONER	6053031924	01/15/2026	260426		56.29	
	001-100-500	CS 8.5X11 COPY PAPER (5)	6053031924	01/15/2026	260426		212.45	
001	AMAZON CAPITAL SERVICE	261169	02/03/2026	01/28/2026			1,853.68	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-500	PACKAGING TAPE W/DISP 6CT	1G4PKRD7X3	01/14/2026	260400		12.74	
	001-090-500	STENO PADFOLIO ORGANIZER BLK	1G4PKRD7X3	01/14/2026	260400		20.99	
	001-090-500	STENO PADFOLIO ORGANIZER PNK	1G4PKRD7X3	01/14/2026	260400		18.99	
	001-090-500	PENTEL RSVP MED BLUE 2PK	1G4PKRD7X3	01/14/2026	260400		3.84	
	001-090-500	67XL B/C/M/Y COMBO PK (2)	1G4PKRD7X3	01/14/2026	260400		66.74	
	001-090-500	BLACK STENO PAD 12PK	1G4PKRD7X3	01/14/2026	260400		15.99	
	001-205-559	12V BATTERY PK (2): DW TOOLS	1G4PKRD7X3	01/14/2026	260400		161.98	
	001-090-500	WRITE ON BINDER DIVIDER 10CT	1G4PKRD7X3	01/14/2026	260400		9.44	
	001-090-500	2" 3 RING BINDER MULTI 4PK	1G4PKRD7X3	01/14/2026	260400		19.50	
	001-090-500	952XL B/C/M/Y COMBO PK (2)	1G4PKRD7X3	01/14/2026	260400		72.18	
	001-090-500	PROMOTIONAL DISCOUNT	1G4PKRD7X3	01/14/2026	260400		-9.34	
	001-161-639	BATT 44610 LIFEPOV(4):FLASHLT	16PXYXD3WM	01/20/2026	260417		89.48	
	001-161-559	FIRST AID MEDICAL BAG (4)	1HT1D1CH77	01/21/2026	260441		239.92	
	001-161-559	FIRST RESPONDER DUFFLE BAG(4)	1HT1D1CH77	01/21/2026	260441		159.96	
	001-161-559	EXTRICATION COLLAR BAG Nvy(4)	1HT1D1CH77	01/21/2026	260441		127.96	
	001-161-559	EMS TECHMED TRAUMA BAG (4)	1HT1D1CH77	01/21/2026	260441		118.76	
	001-100-500	CLASS FOLDER LTR Nvy 10BX	1RFJRLF1L9	01/23/2026	260430		19.70	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AMAZON CAPITAL SERVICE	261169	02/03/2026	01/28/2026			1,853.68	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	LTR FILE FOLDER 200CT	1RFJRLF1L9	01/23/2026	260430		16.52	
	001-100-559	VERBATIM BD-R 25GB 50CT (2)	1RFJRLF1L9	01/23/2026	260430		93.80	
	001-100-559	VERBATIM DVD+R DISC 100CT	1RFJRLF1L9	01/23/2026	260430		29.99	
	001-100-559	VERBATIM CD-R DISC 100PK	1RFJRLF1L9	01/23/2026	260430		24.10	
	001-100-500	2026 DESK CALENDARS 3PK (5)	1RFJRLF1L9	01/23/2026	260430		232.70	
	001-100-500	3 HOLE PUNCH	1RFJRLF1L9	01/23/2026	260430		34.38	
	001-100-500	5 SUBJ PROJ NOTEBOOK 8.5X11	1RFJRLF1L9	01/23/2026	260430		10.77	
	001-100-500	2026 WALL CALENDAR	1RFJRLF1L9	01/23/2026	260430		7.98	
	001-100-559	CD/DVD SLEEVE 100CT (2)	1RFJRLF1L9	01/23/2026	260430		19.20	
	001-100-559	SHIPPING	1RFJRLF1L9	01/23/2026	260430		6.99	
	001-001-559	WALL FILE ORGANIZER: COUNCIL	1VLDKCJMQ3	01/26/2026	260454		31.44	
	001-001-559	SHIPPING	1VLDKCJMQ3	01/26/2026	260454		6.99	
	001-205-639	FORKLIFT SEAT: REPLACEMENT	1CCPHVC4TK	01/26/2026	260460		189.99	
001	AGJ SYSTEMS & NETWORKS INC	261171	02/03/2026	01/28/2026			155.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	24" CPU MONITOR: CID OFFICE	126920	10/29/2025	260126		155.99	
001	FAMILY FROZEN FOODS	261173	02/03/2026	01/28/2026			1,380.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	50LB BAG ROCK SALT (40)	0574825	01/16/2026	260436		690.00	
	001-201-576	50LB BAG ROCK SALT (40)	0576168	01/22/2026	260449		690.00	
001	SIRCHIE ACQUISITION COMPANY LLC	261187	02/03/2026	01/29/2026			206.08	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	EVIDENCE MARKER KIT	0728147-IN	01/19/2026	260434		185.78	
	001-100-559	SHIPPING	0728147-IN	01/19/2026	260434		20.30	
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	261188	02/03/2026	01/29/2026			12.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	2X10 NAME PLATE: CHAPMAN,J	2510120	11/05/2025	260186		12.00	
001	PROTOCOL 911 LLC	261189	02/03/2026	01/29/2026			790.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	IAED BASIC 40HR CRS:THURMAN	3068	01/15/2026	260391		395.00	
	001-100-681	IAED BASIC 40HR CRS:HARRELSON	3068	01/15/2026	260391		395.00	
001	REEVES COMPANY INC	261190	02/03/2026	01/29/2026			115.09	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	MODEL 69 NAMEPLATE (3)	529903	01/14/2026	260411		49.35	
	001-100-535	MODEL YD ATTACHMENT (3)	529903	01/14/2026	260411		58.74	
	001-100-535	SHIPPING	529903	01/14/2026	260411		7.00	
001	GOMEZ LANGUAGE AND CULTURE SERVS LLC	261192	02/03/2026	01/29/2026			56.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-698	INTERPRETER SERVICES: 2 HRS	155	01/26/2026			56.00	
FUND TOTAL	1 Claims	to	Checks	41 Total	1,154,925.65 Manual	Held	Total	1,154,925.65

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
002	5.3 UTY REV BOND S2024 DEBT SERVICE	261104	02/03/2026	01/21/2026			300,000.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	002-900-950	BUDGETED TR: F258 DEBT SERV	012122026	01/21/2026				300,000.00
FUND TOTAL	2 Claims	to	Checks	1 Total	300,000.00 Manual	Held	Total	300,000.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	SINGING RIVER ELECTRIC COOPERATIVE	261127	02/03/2026	01/26/2026			31.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-631	GATES 122412001		12182025	12/26/2025			31.54
004	MISSISSIPPI POWER	261130	02/03/2026	01/27/2026			4,972.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-628	JAN 2026 LEASE: SOUND		0945635021	01/21/2026			4,972.00
FUND TOTAL	4 Claims	to	Checks	2 Total	5,003.54 Manual		Held	Total 5,003.54

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	MICHAEL BAKER INTERNATIONAL Account Number 130-130-763	261138	02/03/2026	01/27/2026			67,461.26	
	Description CONST ENG & INS: #30			Invoice # 1274285	Date 01/21/2026	P.O.	Amount	67,461.26
130	SEYMOUR ENGINEERING PLLC Account Number 130-130-763	261180	02/03/2026	01/28/2026			5,477.50	
	Description PROJECT OVERSIGHT: MBLUFF RD			Invoice # 9670	Date 01/27/2026	P.O.	Amount	5,477.50
FUND TOTAL 130 Claims	to	Checks	2 Total	72,938.76	Manual		Held	Total 72,938.76

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	SOUTHERN STATE K9 LLC	261095	02/03/2026	01/21/2026			4,850.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	SINGLE PURPOSE K9: COOPER		2026-1	01/12/2026			4,500.00
	156-100-799	RECERT HANDLER / K9 TEAM		2026-1	01/12/2026			350.00
156	HOWARD INDUSTRIES INC DBA	261165	02/03/2026	01/28/2026			7,896.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	ZEBRA ZQ500 PRINTER (12)		5556242026	01/13/2026	260410		7,896.00
FUND TOTAL 156 Claims	to	Checks	2 Total	12,746.00	Manual	Held		Total 12,746.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	AUDIOWAVE INC	261191	02/03/2026	01/29/2026			4,715.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	LABOR-INSTALL EQUIP: 10266		A59321	01/27/2026	260099		4,715.00
FUND TOTAL 157 Claims	to	Checks	1 Total	4,715.00	Manual	Held	Total	4,715.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	AMAZON CAPITAL SERVICE	261170	02/03/2026	01/28/2026			934.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	160-161-799	15000MAH DCB606 LITH BATT(4)		14RWDJ4GFN	01/20/2026	260416		934.52
FUND TOTAL 160 Claims	to	Checks	1 Total	934.52 Manual		Held	Total	934.52

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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	261082	02/03/2026	01/21/2026			26,461.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	JAN 2026 LIBRARY SUPPORT		01202026	01/20/2026		26,461.45	
FUND TOTAL 172 Claims	to	Checks	1 Total	26,461.45	Manual		Held	Total 26,461.45

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	261089	02/03/2026	01/21/2026			737.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE JAN 2026		4215	01/15/2026			52.20
	176-170-699	SHOPPING CART		4215	01/15/2026			320.00
	176-170-699	WEBSITE MAINT 12/15-01/14/26		4215	01/15/2026			350.00
	176-170-699	DOMAIN RENEWAL: SSP.COM		4215	01/15/2026			14.95
176	COCA COLA BOTTLING CO UNITED INC	261090	02/03/2026	01/21/2026			32.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	CS 200Z COKE (1)		5016288900	12/12/2025			32.64
176	AT&T	261110	02/03/2026	01/26/2026			184.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MTHLY SERV 2 LINES		2284972244	12/14/2025			184.93
176	SPARKLIGHT	261121	02/03/2026	01/26/2026			132.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	JAN 2026:SSP 50008		01232026	01/19/2026			132.75
176	SPARKLIGHT	261122	02/03/2026	01/26/2026			242.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	FEB 2026:SSP 50016		01202026	01/16/2026			242.44
176	FOSTERS A/C & HEATING INC	261151	02/03/2026	01/28/2026			440.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	ESA CLEANING(2): LOG CABIN		P1183955	01/21/2026			440.00
176	STAPLES BUSINESS ADVANTAGE DEPT ATL	261167	02/03/2026	01/28/2026			80.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	LAMINATING POUCH 150CT(2)		6052556155	01/09/2026	260403		53.46
	176-170-559	2026 WALL CALENDAR DRY ERASE		6052556157	01/09/2026	260403		27.22
FUND TOTAL 176 Claims	to	Checks	7 Total	1,850.59 Manual		Held		Total 1,850.59

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
254	THE PEOPLES BANK	261093	02/03/2026	01/21/2026			233,090.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	254-680-817	MAR 2026 INT: MPI GO BND 3310		MSDVBK19G	12/09/2025		63,090.63	
	254-680-816	MAR 2026 PRN: MPI GO BND 3310		MSDVBK19G	12/09/2025		170,000.00	
FUND TOTAL 254 Claims	to	Checks	1 Total	233,090.63	Manual	Held	Total	233,090.63

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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	261181	02/03/2026	01/28/2026			13,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	311-300-762	ENG DESIGN 70%		9669	01/27/2026			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	261182	02/03/2026	01/28/2026			11,250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	314-301-762	TO 1 PROJ ADM/MGT: CSX PROJ		9671	01/27/2026			11,250.00
FUND TOTAL 314 Claims	to	Checks	1 Total	11,250.00	Manual	Held	Total	11,250.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
356	SEYMOUR ENGINEERING PLLC	261183	02/03/2026	01/28/2026			19,950.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	356-723-762	TOPO SURVEY: LARK TRMT PLANT		9672	01/27/2026			3,600.00
	356-723-762	GEOTECH INV: LARK TRMT PLANT		9672	01/27/2026			7,500.00
	356-723-762	DESIGN: BLDG ENCL-LARK PLANT		9672	01/27/2026			8,850.00
FUND TOTAL 356 Claims	to	Checks	1 Total	19,950.00	Manual	Held	Total	19,950.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
362	SEYMOUR ENGINEERING PLLC	261184	02/03/2026	01/29/2026			9,902.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	362-600-763	CONST ADMIN 100%: HH DRNG		9667	01/27/2026			3,275.00
	362-600-763	RES PROJ REP 100%: HH DRNG		9667	01/27/2026			6,627.50
FUND TOTAL 362 Claims	to	Checks	1 Total	9,902.50 Manual		Held	Total	9,902.50

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
364	SEYMOUR ENGINEERING PLLC	261185	02/03/2026	01/29/2026			12,037.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	364-724-762	ENG DESIGN/BIDDING 35%		9668	01/27/2026			12,037.50
FUND TOTAL 364 Claims	to	Checks	1 Total	12,037.50	Manual		Held	Total 12,037.50

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AGJ SYSTEMS & NETWORKS INC	261084	02/03/2026	01/21/2026			2,325.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-092-606	FEB 2026: MSP COMP/ENDPT DET		MSP-128701	02/01/2026			1,861.50
	400-092-606	FEB 2026: MS365 E-74; B-32		128702	02/01/2026			261.30
	400-092-606	FEB 2026: LITIGATN HOLD (17)		128702	02/01/2026			22.95
	400-092-606	FEB 2026: BACKUP SERVER (2)		128703	02/01/2026			180.00
400	COGENT STRATEGIES LLC	261085	02/03/2026	01/21/2026			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 01/06/26-02/05/26		4182	01/18/2026			7,500.00
400	2018-2019 BOND DEBT SERVICE FUND	261086	02/03/2026	01/21/2026			23,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	FEB 2026: 2018 BOND DS		02012026	02/01/2026			23,000.00
400	2018-2019 BOND DEBT SERVICE FUND	261087	02/03/2026	01/21/2026			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	FEB 2026: 2019 BOND DS		02012026	02/01/2026			32,000.00
400	MICRO METHODS INC	261088	02/03/2026	01/21/2026			309.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	TSS MONTHLY SAMPLE		2601271186	01/19/2026			75.00
	400-651-698	COLIFORM(2): WELLINGTON/TALLY		2601337186	01/22/2026			134.00
	400-651-698	COLIFORM(1): MALL TANK		2601392186	01/23/2026			100.00
400	COG DEPOSITORY ACCOUNT	261091	02/03/2026	01/21/2026			35,549.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-822	ST LNS #4 90/57 WTR		01092026	01/09/2026			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		01092026	01/09/2026			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		01092026	01/09/2026			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		01092026	01/09/2026			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		01092026	01/09/2026			9,665.99
400	PITNEY BOWES INC PURCHASE POWER	261096	02/03/2026	01/21/2026			600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-607	POSTAGE METER #6245853		0434-6213	01/21/2026			600.00
400	JACKSON COUNTY UTILITY AUTHORITY	261097	02/03/2026	01/22/2026			269,116.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	FEB 2026 WASTEWATER TRMT		3298	02/01/2026			269,116.00
400	MISSION COMMUNICATIONS LLC	261098	02/03/2026	01/22/2026			982.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: JR COLLEGE		2017423	01/01/2026			347.40
	400-651-698	RENEWAL: OST LS		2017423	01/01/2026			635.40
400	AT&T	261111	02/03/2026	01/26/2026			189.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICES		2284975234	01/14/2026			189.18

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	261114	02/03/2026	01/26/2026			1,582.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-092-605	JAN 2026 BILLING		2284678000	01/14/2026			1,582.60
400	AT&T	261115	02/03/2026	01/26/2026			79.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICES		2284972276	01/06/2026			79.07
400	SPARKLIGHT	261123	02/03/2026	01/26/2026			207.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FEB 2026: 44399		01162026	01/12/2026			207.88
400	SINGING RIVER ELECTRIC COOPERATIVE	261128	02/03/2026	01/26/2026			3,629.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		01172026	01/23/2026			80.34
	400-651-631	LIFT STNS 89702001		01172026	01/23/2026			30.00
	400-651-631	CITY HALL WELL 114046001		12182025	12/26/2025			1,063.16
	400-651-631	SCHOONER WELL 20688		01122026	01/20/2026			2,197.47
	400-651-631	LIFT STNS 20688		01122026	01/20/2026			258.67
400	FUELMAN	261133	02/03/2026	01/27/2026			125.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP69847646	01/19/2026			125.07
400	FUELMAN	261135	02/03/2026	01/27/2026			123.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP69879205	01/26/2026			123.29
400	SOUTHERN PIPE & SUPPLY CO INC	261159	02/03/2026	01/28/2026			4,087.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	8"HYMAX COUP 8.54-9.84 OD (2)		1060986400	12/23/2025	260196		1,345.92
	400-651-709	2 THRD MJ MS DIRECT METER (4)		1040444400	01/09/2026	260094		2,741.12
400	CONSOLIDATED PIPE & SUPPLY	261161	02/03/2026	01/28/2026			639.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	BROOKS BARRELL LOCK (100)		MS03715071	01/20/2026	260415		500.00
	400-650-500	BROOKS LOCK KEY (2)		MS03715071	01/20/2026	260415		139.00
400	CENTRAL PIPE SUPPLY-JACKSON	261162	02/03/2026	01/28/2026			410.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	PVC S40 45ELL SPIGOT SCKT(10)		438062.001	01/21/2026	260408		39.80
	400-651-583	PVC S40 221/2 ELL 2"SPIGOT(15)		438062.001	01/21/2026	260408		85.35
	400-651-583	RUBR CPL FERNCO PVCXPVC 4"(12)		438062.001	01/21/2026	260408		102.96
	400-651-583	PVC S40 REDC CPLG 4"X3" (6)		438062.001	01/21/2026	260408		182.22
400	BAY MOTOR WINDING INC	261163	02/03/2026	01/28/2026			3,313.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	NEW 30HP ELECTRIC MOTOR: LS1		0137574	01/08/2026	260316		3,205.00
	400-651-584	C-CSP590 110/125VAC(5):SPARES		0137692	01/20/2026	260406		83.75
	400-651-584	FREIGHT		0137692	01/20/2026	260406		25.00

Docket of Claims
Release date from 02/03/2026 thru 02/03/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	261168	02/03/2026	01/28/2026			426.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-500	SURGE PROTECTOR 8-OUTLET	6052556156	01/09/2026	260402	24.54		
	400-650-500	STANDARD STAPLES 3CT (2)	6052556156	01/09/2026	260402	15.98		
	400-650-500	HP 206X BLACK CARTRIDGE HY	6052386201	01/07/2026	260380	125.64		
	400-650-559	SHARP EL2630III CALCULATOR	6052386201	01/07/2026	260380	120.55		
	400-650-500	CS 8.5X11 COPY PAPER (3)	6052386201	01/07/2026	260380	127.47		
	400-650-500	3X3 STICKY NOTES 24CT	6052386201	01/07/2026	260380	7.39		
	400-650-500	BLUE BIC PENS 24CT	6052386201	01/07/2026	260380	5.13		
400	AGJ SYSTEMS & NETWORKS INC	261172	02/03/2026	01/28/2026			1,200.81	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-704	DELL PRO SLIM: BROWN,D	127812	12/15/2025	260300	1,200.81		
400	SEYMOUR ENGINEERING PLLC	261186	02/03/2026	01/29/2026			617.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-683	DRAINAGE ISSUES: IOWANA	9666	01/27/2026		280.00		
	400-651-603	W/S ROW;AERIAL MAPS: FARRAGUT	9666	01/27/2026		337.50		
FUND TOTAL 400 Claims	to	Checks	23 Total	388,015.07 Manual		Held	Total	388,015.07

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	41 Total	1,154,925.65 Manual	Held	Total	1,154,925.65	
FUND 2 Claims	to	Checks	1 Total	300,000.00 Manual	Held	Total	300,000.00	
FUND 4 Claims	to	Checks	2 Total	5,003.54 Manual	Held	Total	5,003.54	
FUND 130 Claims	to	Checks	2 Total	72,938.76 Manual	Held	Total	72,938.76	
FUND 156 Claims	to	Checks	2 Total	12,746.00 Manual	Held	Total	12,746.00	
FUND 157 Claims	to	Checks	1 Total	4,715.00 Manual	Held	Total	4,715.00	
FUND 160 Claims	to	Checks	1 Total	934.52 Manual	Held	Total	934.52	
FUND 172 Claims	to	Checks	1 Total	26,461.45 Manual	Held	Total	26,461.45	
FUND 176 Claims	to	Checks	7 Total	1,850.59 Manual	Held	Total	1,850.59	
FUND 254 Claims	to	Checks	1 Total	233,090.63 Manual	Held	Total	233,090.63	
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 356 Claims	to	Checks	1 Total	19,950.00 Manual	Held	Total	19,950.00	
FUND 362 Claims	to	Checks	1 Total	9,902.50 Manual	Held	Total	9,902.50	
FUND 364 Claims	to	Checks	1 Total	12,037.50 Manual	Held	Total	12,037.50	
FUND 400 Claims	to	Checks	23 Total	388,015.07 Manual	Held	Total	388,015.07	
Total for all Funds			Checks	87 Total	2,266,821.21 Manual	Held	Total	2,266,821.21

Councilman Jackson made the motion to approve consent agenda items 1-5, as presented. Councilwoman Jamison seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 018-2026

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-5 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 **Councilwoman Jamison**, 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 February 3, 2026.

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

ORDER NUMBER 019-2026

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 January 20, 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 **Councilman Jackson**, seconded by **Councilwoman Jamison**, and the following vote was recorded:

AYES: **Casey Vaughan**
 Eric Minor
 Cameron George
 Richard Jackson
 Kay Jamison
 Lorenzo Fuller
 Dante Elbin

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 February 3, 2026.

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

ORDER NUMBER 020-2026

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for November 2025 is hereby received.

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

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

AYES: **Casey Vaughan**
 Eric Minor
 Cameron George
 Richard Jackson
 Kay Jamison
 Lorenzo Fuller
 Dante Elbin

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 February 3, 2026.

NOV 2025 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$3,672,776.42
HB1 Modernization Act Funds	Depository Account	002-000-001	\$1,065,420.02
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$224,432.18
Amphitheater Venue	Depository Account	004-000-001	\$155,219.70
MDAH School House Grant	Depository Account	030-000-001	\$18,927.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$120,308.49
U S Justice Equitable Sharing	Depository Account	157-000-001	\$57,376.76
Fire Protection Fund	Depository Account	160-000-001	\$253,591.20
Tidelands Grant	Depository Account	171-000-001	\$30,284.69
Library Support Fund	Depository Account	172-000-001	\$2,055.65
Fairway Boat Launch	Depository Account	173-000-001	
MSTIG Rec Trail Maint Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	\$121,024.22
S2020 GO Refnd Bond Debt Service	Depository Account	255-000-001	
USDA NRCS EWP Program	Depository Account	300-000-001	\$3,511.57
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	
Town Center Retail Dev Complex	Depository Account	309-000-001	
South Gautier/Vancleave Rd Sidewalk	Depository Account	313-000-001	\$40,350.00
Solid Waste Fund	Depository Account	404-000-001	\$76,579.63
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$5,841,857.96
General Depository Reconciled Cash Balance			\$5,841,857.96

ENTERPRISE FUND

Fund Name		Account #	Balance
2024 GO Note Debt Service	Enterprise Account	256-000-002	
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	\$12.00
Hickory Hill Water Quality-Stormwater	Enterprise Account	362-000-002	
Hickory Hill Sewer Rehab/SS Lines	Enterprise Account	363-000-002	(\$19,000.00)
Sect 592 Wtr-Swr Improvements	Enterprise Account	364-000-002	\$841,310.00
Animal Shelter Water Main Ext	Enterprise Account	371-000-002	
Water & Sewer Utility	Enterprise Account	400-000-002	\$4,639,889.49
S2023 GO Note Equipment Fund	Enterprise Account	401-000-002	\$218,649.25
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$5,680,860.74
Enterprise Reconciled Cash Balance			\$5,677,190.68

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$728,507.65
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$79,654.81
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$163,868.15
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$745,216.96
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$73,410.29
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$73,408.56
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	\$17,116.52
S2024 Pub Imps 2M Bond Debt Service	Restricted Fund	257-000-007	\$5,203.97
5.3M Uty Rev S2024 Bond Debt Service	Restricted Fund	258-000-007	\$19,643.65
5.3M Uty Rev S2024 Bond DSR	Restricted Fund	259-000-003	\$545,392.13
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$134.48
SB2468 Ops-Edu Programs MSPAC	Restricted Fund	309-000-002	\$1,539,734.59
MSPAC-TC Park HB1535 Project	Restricted Fund	309-000-004	\$1,108,471.23
Performing Arts Center HB603	Restricted Fund	309-000-005	\$2,080,810.01
SB 2971 Amphitheater-Museum	Restricted Fund	309-000-006	\$4,398.35
S2024 Pub Imps 2M Bond Construction	Bond Fund	310-000-001	\$1,026,761.21
SB2468 Hickory Hill "Lark" Park	Restricted Fund	311-000-001	\$1,458,498.11
5.3M Utility Rev S2024 Bond Construction	Bond Fund	Multiple Funds	\$2,418,941.52
SB2468 Water Meter Imps	Restricted Fund	422-000-001	\$1,539,734.59
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$266,169.90
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$1,058,050.15
Total Bond & Restricted Reconciled Cash Balances			\$14,953,126.83

**NOV 2025
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2026	NOV 2025	Balance	16.66% % to date
General Fund Revenues	13,348,978.00	1,154,616.36	12,194,361.64	8.6%
Expenditures:				
001 Legislative	264,436.00	19,223.82	245,212.18	7.2%
010 City Court	397,834.00	39,509.54	358,324.46	9.9%
021 City Manager	149,800.00	10,097.86	139,702.14	6.7%
022 Human Resources	75,563.00	8,771.45	66,791.55	11.6%
030 Elections	0.00	0.00	0.00	
040 City Clerk	493,028.00	39,268.54	453,759.46	7.9%
060 City Attorney	145,000.00	10,363.00	134,637.00	7.1%
090 Economic Dev - Planning	560,844.00	51,111.88	509,732.12	9.1%
092 Building & General Expenses	1,103,525.00	282,136.89	821,388.11	25.5%
094 Grants & Project Admin	251,922.00	8,286.21	243,635.79	3.2%
100 Police	4,944,779.00	655,708.95	4,289,070.05	13.2%
161 Fire	3,972,614.00	476,614.88	3,495,999.12	11.9%
170 Recreation	935,541.00	97,129.48	838,411.52	10.3%
201 PW: Streets	675,100.00	48,386.29	626,713.71	7.1%
205 PW: Maintenance	386,935.00	32,898.25	354,036.75	8.5%
680 Debt Service	87,454.00	0.00	87,454.00	
900 Interfund Transfers	949,703.00	396,156.43	553,546.57	41.7%
General Fund Expenditures	15,394,078.00	2,175,663.47	13,218,414.53	14.1%
<i>Total Operating Expenditures</i>	<i>13,015,430.00</i>	<i>1,779,507.04</i>	<i>11,235,922.96</i>	
<i>Total Capital Outlay Expenditures</i>	<i>1,239,800.00</i>	<i>0.00</i>	<i>1,239,800.00</i>	
<i>Total Debt Service</i>	<i>189,145.00</i>	<i>0.00</i>	<i>189,145.00</i>	
<i>Total Transfers Out</i>	<i>949,703.00</i>	<i>396,156.43</i>	<i>553,546.57</i>	
<i>Total Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>15,394,078.00</i>	<i>2,175,663.47</i>	<i>13,218,414.53</i>	
<i>Personnel</i>	<i>9,652,280.00</i>	<i>1,322,325.27</i>	<i>8,329,954.73</i>	
<i>Supplies</i>	<i>722,150.00</i>	<i>41,963.42</i>	<i>680,186.58</i>	
<i>Other Services</i>	<i>2,641,000.00</i>	<i>415,218.35</i>	<i>2,225,781.65</i>	
<i>Capital Outlay</i>	<i>1,239,800.00</i>	<i>0.00</i>	<i>1,239,800.00</i>	
<i>Debt Service</i>	<i>189,145.00</i>	<i>0.00</i>	<i>189,145.00</i>	
<i>Interfund Transfers for DS</i>	<i>949,703.00</i>	<i>396,156.43</i>	<i>553,546.57</i>	
<i>Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>15,394,078.00</i>	<i>2,175,663.47</i>	<i>13,218,414.53</i>	

**NOV 2025
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2026	NOV 2025	Balance	16.66% % to date
002 HB1 Modernization Funds				
Revenues	1,285,030.00		1,285,030.00	
Expenditures	1,888,000.00		1,888,000.00	
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	275,216.14	73,389.28	201,826.86	26.6%
Expenditures	608,458.32	182,221.17	426,237.15	29.9%
004 Amphitheater Venue Fund				
Revenues	560,000.00	18,853.00	541,147.00	3.3%
Expenditures	586,782.00	29,900.35	556,881.65	5.0%
030 MDAH 2014 Community Heritage				
Revenues	74,577.00		74,577.00	
Expenditures	95,004.43	400.00	94,604.43	0.4%
130 \$7M GO Bond - Capital Improvements				
Revenues	2,079,755.87	3,751.04	2,076,004.83	0.1%
Expenditures	2,724,201.21	83,030.99	2,641,170.22	3.0%
156 SE MS METRO TASK FORCE				
Revenues		44,975.30	(44,975.30)	
Expenditures	50,941.00	896.48	50,044.52	1.7%
157 US Justice Equitable Sharing				
Revenues				
Expenditures	50,000.00	200.00	49,800.00	0.4%
160 Fire Protection Fund				
Revenues	118,000.00		118,000.00	
Expenditures	180,665.00		180,665.00	
171 Combined Tidelands Grant				
Revenues	640,226.48		640,226.48	
Expenditures	670,511.17		670,511.17	
172 Library Support Fund				
Revenues	138,964.00	7,797.77	131,166.23	5.6%
Expenditures	138,964.00	5,742.12	133,221.88	4.1%
173 Fairway Boat Launch - Tidelands				
Revenues	170,930.00		170,930.00	
Expenditures	170,930.00		170,930.00	
175 MSTIG REC TRAIL MAINT GRANT				
Revenues	410,000.00	3,800.00	406,200.00	0.9%
Expenditures	406,200.00		406,200.00	

**NOV 2025
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2026	NOV 2025	Balance	16.66% % to date
176 Shepard State Park				
Revenues	234,000.00	57,742.95	176,257.05	24.6%
Expenditures	268,123.00	23,893.46	244,229.54	8.9%
177 HB1353 Local Imps: Shepard				
Revenues	200.00	378.31	(178.31)	189.1%
Expenditures	79,300.00		79,300.00	
250 2018 W&S Bond Debt Service				
Revenues	285,213.00	47,082.33	238,130.67	16.5%
Expenditures	282,506.26	53,753.13	228,753.13	19.0%
251 2018 W&S Bond Debt Serv Reserve				
Revenues	16,900.00	1,851.44	15,048.56	10.9%
Expenditures	7,713.00		7,713.00	
252 2019 W&S Bond Debt Service				
Revenues	397,348.00	64,798.79	332,549.21	16.3%
Expenditures	382,825.00	318,600.00	64,225.00	83.2%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	16,800.00	2,384.92	14,415.08	14.1%
Expenditures	11,348.00		11,348.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	295,382.00	81.29	295,300.71	
Expenditures	295,782.00		295,782.00	
255 S2020 Refnd GO Bond Debt Service				
Revenues	459,965.00		459,965.00	
Expenditures	459,965.00		459,965.00	
256 S2023 GO Note Debt Service				
Revenues	325,749.00	304,428.00	21,321.00	93.4%
Expenditures	325,749.00	304,428.00	21,321.00	93.4%
257 S2024 Publ Imps 2M Bond Debt Service				
Revenues	194,656.00	150,570.53	44,085.47	77.3%
Expenditures	194,556.00	150,452.81	44,103.19	77.3%
258 S2024 5.3M Uty Rev Bond Debt Service				
Revenues	615,000.00	826.19	614,173.81	0.1%
Expenditures	712,895.00	587,648.10	125,246.90	82.4%
259 5.3M Uty Rev Bond DS Reserve				
Revenues	6,000.00	2,590.27	3,409.73	43.1%
Expenditures	12,000.00		12,000.00	

**NOV 2025
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2026	NOV 2025	Balance	16.66% % to date
309 Town Center: MS Songwriters PA Center				
Revenues	307,000.00	24,801.41	282,198.59	8.0%
Expenditures	5,749,498.02	462,528.47	5,286,969.55	8.0%
310 S2024 Public Imp 2M GO Bond Constr				
Revenues	3,000.00	5,005.50	(2,005.50)	166.8%
Expenditures	1,050,562.14	29,094.41	1,021,467.73	2.7%
311 Hickory Hill "Lark" Park				
Revenues	3,000.00	6,926.94	(3,926.94)	230.8%
Expenditures	1,453,660.00		1,453,660.00	
312 SSP Ranger House Renovation				
Revenues	1,300,000.00		1,300,000.00	
Expenditures	1,300,000.00		1,300,000.00	
313 South Gautier-Vancleave Rd Sidewalk				
Revenues	215,160.00		215,160.00	
Expenditures	255,510.00		255,510.00	
314 Dolphin-CSX Grade Separation Project				
Revenues	1,500,000.00		1,500,000.00	
Expenditures	1,500,000.00		1,500,000.00	
355 Water Supply & Treatment Plant				
Revenues	0.00		0.00	
Expenditures	106,215.03		106,215.03	
356 Lark Water Treatment Plant				
Revenues	2,770,000.00		2,770,000.00	
Expenditures	4,980,000.00		4,980,000.00	
359 S2024 5.3M Uty Rev Bond Constr				
Revenues	15,606.00	11,517.63	4,088.37	73.8%
Expenditures	127,412.45		127,412.45	
362 Hickory Hill Wtr Qty-Stormwater				
Revenues	1,969,296.04	523,714.83	1,445,581.21	26.5%
Expenditures	1,477,157.79	329,284.72	1,147,873.07	22.2%
363 HH Sewer Rehab RESTORE/GOMESA				
Revenues	2,991,150.00	85,000.00	2,906,150.00	2.8%
Expenditures	2,906,150.00	6,000.00	2,900,150.00	0.2%
364 SEC 592 Water-Sewer Improvements				
Revenues	2,550,000.00		2,550,000.00	
Expenditures	3,450,000.00	58,690.00	3,391,310.00	1.7%

**NOV 2025
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2026	NOV 2025	Balance	16.66% % to date
401 S2023 GO Note Equipment Fund				
Revenues	0.00		0.00	
Expenditures	218,224.25		218,224.25	
404 Solid Waste Fund				
Revenues	2,343,600.00	402,006.33	1,941,593.67	17.1%
Expenditures	2,346,260.00	375,112.98	1,971,147.02	15.9%
422 Water Meter Replacement				
Revenues	8,000.00	7,312.77	687.23	91.4%
Expenditures	1,540,000.00		1,540,000.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	1,500.00	1,264.14	235.86	84.2%
Expenditures	0.00		0.00	

NOV 2025
YEAR TO DATE TOTALS

	BUDGET FY 2026	NOV 2025	Balance	16.66% % to date
Utility Fund Revenues	11,140,627.00	2,080,879.94	9,059,747.06	18.6%
General Admin & Operations	0.00	149,978.55	(149,978.55)	
W & S Management & Operations	3,462,608.00	395,311.35	3,067,296.65	11.4%
Water & Sewer O & M	4,541,792.00	689,995.57	3,851,796.43	15.1%
Debt Service	831,041.45	71,899.32	759,142.13	8.6%
Transfers	2,237,749.00	304,225.06	1,933,523.94	13.5%
Contingencies	150,000.00	0.00	150,000.00	
Utility Fund Expenditures	11,223,190.45	1,611,409.85	9,611,780.60	14.3%
<i>Total Operating Expenditures</i>	<i>7,833,400.00</i>	<i>1,224,759.34</i>	<i>6,608,640.66</i>	
<i>Total Capital Outlay Expenditures</i>	<i>171,000.00</i>	<i>10,526.13</i>	<i>160,473.87</i>	
<i>Total Debt Service</i>	<i>831,041.45</i>	<i>71,899.32</i>	<i>759,142.13</i>	
<i>Total Interfund Transfers</i>	<i>2,237,749.00</i>	<i>304,225.06</i>	<i>1,933,523.94</i>	
<i>Total Contingency Expenditures</i>	<i>150,000.00</i>	<i>0.00</i>	<i>150,000.00</i>	
<i>Check Total</i>	<i>11,223,190.45</i>	<i>1,611,409.85</i>	<i>9,611,780.60</i>	
 <i>Personnel</i>	 <i>610,787.00</i>	 <i>209,702.31</i>	 <i>401,084.69</i>	
<i>Supplies</i>	<i>466,000.00</i>	<i>59,738.71</i>	<i>406,261.29</i>	
<i>Other Services</i>	<i>6,756,613.00</i>	<i>955,318.32</i>	<i>5,801,294.68</i>	
<i>Capital Outlay</i>	<i>171,000.00</i>	<i>10,526.13</i>	<i>160,473.87</i>	
<i>Debt Service</i>	<i>831,041.45</i>	<i>71,899.32</i>	<i>759,142.13</i>	
<i>Interfund Transfers</i>	<i>2,237,749.00</i>	<i>304,225.06</i>	<i>1,933,523.94</i>	
<i>Contingencies</i>	<i>150,000.00</i>	<i>0.00</i>	<i>150,000.00</i>	
<i>Check Total</i>	<i>11,223,190.45</i>	<i>1,611,409.85</i>	<i>9,611,780.60</i>	

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

ORDER NUMBER 021-2026

AN ORDER AUTHORIZING TRAVEL FOR THE MAYOR’S YOUTH COUNCIL TO TRAVEL TO JACKSON, MS FOR THE MISSISSIPPI MUNICIPAL LEAGUE’S 2026 STATEWIDE YOUTH LEADERSHIP SUMMIT

WHEREAS, Staff requests authorization for Mayor’s Youth Council to travel to Jackson, MS for the Mississippi Municipal League’s 2026 Statewide Youth Leadership Summit at Jackson State University;

WHEREAS, Emily Dickerson and Brenda Grecco will serve as chaperones and will transport the GMYC members to and from the conference; and

WHEREAS, there will be known and unknown necessary costs associated with this trip; and

WHEREAS, the Mayor and City Council determine, consistent with the facts, that such expenditure is for the purpose of bringing into favorable notice the opportunities, possibilities and resources of the City, and as such the City desires to pay these costs for the Youth Council; and

IT IS THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Gautier Mayor’s Youth Council shall be authorized to travel to Jackson, MS for the Mississippi Municipal League’s 2026 Statewide Youth Leadership Summit held on February 27th and February 28th;

IT IS FURTHER ORDERED that all necessary travel costs known prior to the trip, including but not limited to accommodations, will be paid for by the City.

IT IS FURTHER ORDERED that all necessary travel costs incurred during this trip, as outlined in Miss. Code Ann. 25-3-41, which are actually incurred during this trip, will be reimbursed by the City upon submission of receipts for such expenses.

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

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

- AYES:**

Casey Vaughan
Eric Minor
Cameron George
Richard Jackson
Kay Jamison
Lorenzo Fuller
Dante Elbin
- 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 February 3, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Samuel King, Grants and Projects Director
Date: January 28, 2026
Subject: MML Statewide Youth Leadership Summit 2026

REQUEST:

The Grants and Projects Department requests that City Council authorize the Gautier Mayor's Youth Council to travel to Jackson, MS for the Mississippi Municipal League's 2026 18th Annual Statewide Youth Leadership Summit at Jackson State University in Jackson, Mississippi.

BACKGROUND:

MML sponsors this annual youth leadership conference at a different Mississippi University each year. This year marks the 18th annual conference, which is open to all Mayor's Youth Councils across the state. This overnight event includes a welcome reception on a Friday night and a leadership conference on Saturday.

DISCUSSION:

This year's event is February 27-28, 2026, at Jackson State University. Several Gautier Mayor's Youth Council members are interested in attending. Emily Dickerson and Brenda Greco will serve as chaperones and will transport the GMYC members to and from the conference.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize the Gautier Mayor's Youth Council to travel to Jackson, Mississippi for the Mississippi Municipal League's 2026 18th Annual Statewide Youth Leadership Summit at Jackson State University, Jackson, Mississippi.

The City Council may:

1. Approve the travel, as presented; or
2. Not approve the travel.

ATTACHMENT(S):

1. Registration Form

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

ORDER NUMBER 022-2026

WHEREAS, the Grants and Projects Department is requesting authorization to advertise for bids for the Gautier Water and Sewer Improvements (Section 592) West Park Drainage Improvements Project; and

WHEREAS, West Park Drainage Improvements Project is one of the five (5) water and sewer rehabilitation projects, which includes the replacement or rehabilitation of the water supply well and lines, as well as measures to address sanitary sewer overflows, ensuring full compliance with environmental standards set by the EPA within the City of Gautier; and

WHEREAS, the environmental assessment and public review of the projects was completed in June 2025; and

WHEREAS, this project will consist of removing the existing 36" reinforced concrete pipe (RCP) and 58"x36" at outfall and replacing it with one (1) 51"x31" RCP, as well as adding 11 new drainage structures and 1,500 linear feet of supporting pipe to move the flooding runoff to the outfall; and

WHEREAS, if approved, the advertisement for bids will run in the Sun Herald on February 11, 2026, and February 18, 2026, and the bid opening will be on March 12, 2026 at 11am at Gautier City Hall; and

WHEREAS, the Mayor and Council Members hereby find that advertising for bids for the Gautier Water and Sewer Improvements (Section 592) West Park Drainage Improvements Project is in the best interests of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise for bids for the Gautier Water and Sewer Improvements (Section 592) West Park Drainage Improvements Project.

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

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

AYES: **Casey Vaughan**
 Eric Minor
 Cameron George
 Richard Jackson
 Kay Jamison
 Lorenzo Fuller
 Dante Elbin

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 February 3, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Sam King, Grants and Projects Department
Date: January 27, 2026
Subject: Authorization to Advertise for Bid for the Gautier Water and Sewer Improvements (Section 592) West Park Drainage Improvements Project

REQUEST:

The Grants and Projects Department requests City Council authorization to advertise for bid for the Gautier Water and Sewer Improvements (Section 592), West Park Drainage Improvements Project.

BACKGROUND:

The project is authorized to provide design and construction assistance for publicly owned, non-federal water-related environmental infrastructure and resource protection and development projects in Mississippi, including projects for wastewater treatment and related facilities, elimination or control of combined sewer overflows, water supply and related facilities, and surface water resource protection and development pursuant to Section 592 of the Water Resources Development Act of 1999, Public Law 106-53, as amended (hereinafter "Section 592").

There are five (5) water and sewer system rehabilitation projects: Southeast Gautier Infiltration & Inflow Improvements; West Park Drive Drainage; Singing River Mall Property Water and Sewer Main Improvements; Bucks Road Lift Station Replacement; and the Replacement of Copper Pipe at the Public Works Chemical Building. These projects include the replacement or rehabilitation of the water supply well and lines, as well as measures to address sanitary sewer overflows, ensuring full compliance with environmental standards set by the EPA within the City of Gautier.

The agreement with the Department of the Army, Corps of Engineers (USACE) was signed and terms agreed to on August 13, 2024, at the signing ceremony for the projects. The total project cost is estimated to be \$3,600,000. The cost share agreement will be 75% federally funded and 25% non-federally funded.

DISCUSSION:

The environmental assessment and public review of the projects were completed in June 2025. Each project under the Gautier Water and Sewer Improvements (Section 592) will be advertised and bid out separately.

The West Park Drainage Improvement Project will improve conditions that will consist of removing the existing 36" reinforced concrete pipe (RCP) and 58"x36" at outfall and replacing it with one (1) 51"x31" RCP. The project will add 11 new drainage structures and 1,500 linear feet of supporting pipe to move the flooding runoff to the outfall.

If approved, this advertisement will publish in the *Sun Herald* on February 11, 2026, and February 18, 2026. Bids will be opened at 11:00 a.m. on March 12, 2026.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertising for bids for the Gautier Water and Sewer Improvements (Section 592) West Park Drainage Improvements Project.

The City Council may:

1. Approve the advertisement as presented; or
2. Not approve the advertisement as presented.

ATTACHMENT(S):

1. Advertisement for bids

NOTICE OF INVITATION FOR BID

Notice is hereby given that the City of Gautier, Mississippi, will receive sealed bids at City Hall, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39553 until 10:00 A.M. on March 12, 2026, and bids will be opened at 11:00 A.M. on March 12, 2026, at City Hall for the following:

CITY OF GAUTIER SECTION 592 INFRASTRUCTURE IMPROVEMENT PROJECT WEST PARK DRAINAGE IMPROVEMENTS

These bids are invited to perform all operations necessary in the installation of subsurface storm sewer drainage along West Park Dr in Gautier, MS. The project will be taking place in Gautier, Mississippi.

A Pre-Bid Meeting will be held at 10:00 a.m. on March 5, 2026, at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. Pre-Bid Meetings is NOT mandatory but suggested that all prospective Bidders attend this meeting.

All Bids must be accompanied by a certified check or bank draft payable to the order of The City of Gautier, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid bond executed by the Bidder and an acceptable surety, must be submitted in an amount equal to five percent (5%) of the total bid.

All Bids submitted in excess of \$50,000.00 by a prime or subcontractor to do any erection, building, construction, repair, maintenance or related work, must comply with Section 31-3-21, Mississippi Code of 1972, by having a current Certificate of Responsibility from the State Board of Public Contractors. The Contractor's classification should include the ability to perform work in regards to the following: Mechanical (Plumbing) projects.

Bid documents are being made available via paper copy or digital copy. All Prospective Bidders and Plan Holders are required to register for an account and log-in at www.SeymourEngPlans.com. At this site, plans can be viewed at no charge or physically purchased. All Prospective Bidders and Plan Holders must have a valid email address for registration. Purchased bid documents are non-refundable and must be purchased through the website. A view only copy of the plans, specifications, and proposal documents are also available at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. The Seymour Engineering Project Manager is Hunter Sonier, E.I., and can be contacted at the listed address or at adye@seymoureng.com regarding the project. Plans and Contract Documents may be examined online or at the office of Seymour Engineering during regular business hours (8:00 a.m. – 5:00 p.m., Monday – Friday).

Bids may be submitted via envelope or electronically at www.SeymourEngPlans.com until the time specified. Bids received after the specified time will be returned unopened. Bids submitted by envelope must be addressed to LEOQUEITA REDDIX, PURCHASING AGENT, City of Gautier, City Hall, 3330 Highway 90, Gautier, Mississippi 39553 and designated as Bid for:

CITY OF GAUTIER SECTION 592 INFRASTRUCTURE IMPROVEMENT PROJECT WEST PARK DRAINAGE IMPROVEMENTS

The current Certificate of Responsibility Number shall be indicated on the exterior of the sealed bid envelope in order to be opened. All Bids submitted for \$50,000 or less shall be so marked on the exterior of the sealed bid envelope.

WEST PARK DRAINAGE IMPROVEMENTS

Page 1 of 2

The City of Gautier reserves the right to reject any and all bids received and to award said bid in the best interest of the City. Bids may be held for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2026.

CARLOS MOULDS, CITY MANAGER
CITY OF GAUTIER
3330 US-90
GAUTIER, MS 39553

Advertise: February 11, 2026
Advertise: February 18, 2026

Bid Opening: March 12, 2026

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

ORDER NUMBER 023-2026

WHEREAS, the Grants and Projects Department is requesting authorization to advertise a Request for Qualifications (RFQ) for professional architectural/engineering services related to the U.S. Department of Housing and Urban Development (HUD) Community Project Funding, Shepard State Park (Gray) House Project; and

WHEREAS, the City was awarded \$1.3 million in federal funding assistance to renovate the Shepard State Park Ranger (Gray) House into a multipurpose community center that will service all Gautier's citizens and civic organizations; and

WHEREAS, the project involves selective demolition preserving historic elements, reconstruction of a multipurpose community facility, exterior and site improvements including drainage and parking, security upgrades, and installation of permanent interactive educational features highlighting the flora, fauna, and natural environment of Shepard State Park; and

WHEREAS, if approved, the advertisement for RFQ will be published in the Sun Herald on February 11, 2026 and February 18, 2026, and the City will accept RFQs until 11:00am on March 26, 2026; and

IT IS HEREBY ORDERED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to execute a Request for Qualifications for professional architectural/engineering services related to the U.S. Department of Housing and Urban Development (HUD) Community Project Funding, Shepard State Park (Gray) House Project.

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

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

AYES: **Casey Vaughan**
 Eric Minor
 Cameron George
 Richard Jackson
 Kay Jamison
 Lorenzo Fuller
 Dante Elbin

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 February 3, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Samuel King, Grants and Projects Director
Date: January 28, 2026
Subject: Advertisement for Request for Qualifications for Professional Architectural/Engineering Services-Shepard State Park Ranger (Gray) House

REQUEST:

The Grants and Projects Department requests City Council authorization to advertise a Request for Qualifications (RFQ) for professional architectural/engineering (A/E) services related to the U.S. Department of Housing and Urban Development (HUD) Community Project Funding, Shepard State Park Ranger (Gray) House Project.

BACKGROUND:

The Consolidated Appropriations Act, 2024, and the Further Consolidated Appropriations Act, 2024, (“the FY2024 Acts”) provide \$3,289,054,336 in Economic Development Initiative (EDI) funding for the purpose of making Community Project Funding (CPF)/Congressionally directed grants. These Fiscal Year 2024 (FY2024) CPF grants will be administered by the Congressional Grants Division (CGD) of the U.S. Department of Housing and Urban Development (HUD).

The City of Gautier was award \$1.3 million in federal funding assistance to renovate the Shepard State Park Ranger (Gray) House into a multipurpose community center that will service all Gautier’s citizens and civic organizations.

This project will provide services in accordance with applicable State and Federal laws, regulations and procedures. The project includes demolition of most of the existing structure while preserving select historic elements, reconstruction of a multipurpose community facility, exterior improvements, site work including drainage and parking, security upgrades, and installation of permanent, interactive educational features highlighting the flora, fauna, and natural environment of Shepard State Park.

DISCUSSION:

If approved, this advertisement for RFQ will publish in the *Sun Herald* on, February 11, 2026, and February 18, 2026. The advertisement will be published in the Sun Herald, and RFQs distributed to interested architectural/engineering firms. The City of Gautier will accept RFQs until 11:00 a.m. on March 26, 2026.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize staff to advertise a Request for Qualifications for professional architectural/engineering services related to the U.S. Department of Housing and Urban Development (HUD) Community Project Funding, Shepard State Park Ranger (Gray) House Project.

The City Council may:

1. Authorize staff to advertise a Request for Qualifications as presented; or
2. Not authorize staff to advertise a Request for Qualifications as presented.

ATTACHMENT(S):

1. Advertisement for RFQ/RFQ Information Packet

ATTACHMENT A: ADVERTISEMENT – REQUEST FOR QUALIFICATIONS

City of Gautier ADVERTISEMENT - REQUEST FOR QUALIFICATIONS

The City of Gautier (“Owner”) will accept sealed statements of qualifications from qualified firms for architectural/engineering (A/E) professional services in connection with the Shepard State Park Ranger House (“Project”) until 11:00 am, March 26, 2026 at Gautier City Hall, 3330 Highway 90, Gautier, MS 39553 for:

Professional Services for the Shepard State Park Ranger House Reconstruction Project

The selected firm shall provide professional services related to the design, project management, and oversight of selective demolition, reconstruction, site improvements, and educational facility enhancements at the Shepard State Park Ranger (Gray) House.

Information packets will be located at 3330 Highway 90, Gautier, MS 39553, Monday through Friday, 8:00 a.m. to 5:00 p.m. or you can request an electronic copy by reaching out to Brenda Greco at bgreco@gautier-ms.gov.

Firms/individuals should submit a list of their qualifications (capabilities, experience, and past performance), key personnel, ability to accomplish work, local experience, and federal grant project experience. Firms/Individuals must submit the name of the primary contact person and the person within the firm (if applicable) who shall be the Owner’s contact and party primarily responsible for rendering services, if selected.

Any contract awarded under this solicitation may be paid for in whole or in part with grant funding from the Community Project Funding (CPF) through the U.S. Department of Housing and Urban Development.

Minority and women’s business enterprises are solicited to submit a statement of qualifications and are encouraged to make inquiries regarding potential subcontracting opportunities. When subcontracting, all potential firms and contractors must make positive efforts to use small and minority owned business and women business enterprises. See 2. C. F. R. §200.321.

If you have any questions concerning the Request for Qualifications, please call (228) 497-8000.

City of Gautier
REQUEST FOR QUALIFICATIONS INFORMATION PACKET

The City of Gautier (“Owner”) will accept sealed statements of qualifications from qualified firms for architectural/engineering (A/E) professional services in connection with the Shepard State Park Ranger House (“Project”) until 11:00 a.m., March 26, 2026, at Gautier City Hall, 3330 Highway 90, Gautier, MS 39553.

The project is funded by Community Project Funding (CPF), through the U.S. Department of Housing and Urban Development (HUD), as more thoroughly described herein.

The services required for this project are:

The selected firm shall complete services in accordance with applicable State and Federal laws, regulations and procedures. The qualified firm shall provide A/E professional services, including serving as the Owner’s professional representative for the Project, and providing professional consultation and advice. Activities will include services for planning, design, permitting, construction-related services, and coordination necessary for the **selective demolition and reconstruction of the former park ranger house at Shepard State Park**, located at **1034 Graveline Road, Gautier, Mississippi**.

The project includes demolition of most of the existing structure while preserving select historic elements, reconstruction of a multipurpose community facility, exterior improvements, site work including drainage and parking, security upgrades, and installation of permanent, interactive educational features highlighting the flora, fauna, and natural environment of Shepard State Park.

Firms proposing to perform these services should submit a list of their qualifications, experience, and capacity for performance. Firms must submit the name of the person within the firm who will be the Owner’s contact and will be primarily responsible for rendering services if the firm is selected.

Statements of Qualifications must include the following information:

1. Qualifications (Capabilities, Experience, and Past Performance): Each firm or individual will be evaluated on its demonstrated capabilities and experience to provide services to the Owner. Proposers are encouraged to elaborate on their qualifications and performance data or staff pertinent to the proposed project.
2. Key Personnel: Each firm or individual will be evaluated on the experience and education of the key personnel that will be assigned to the Owner’s project.
3. Ability to Accomplish Work: Each firm or individual will be evaluated on its ability to provide services in a timely manner. Items to be considered include number of qualified staff (emphasis on local staffing), supporting technical staff, availability of equipment

and facilities. Registration in the State of Mississippi is considered a requirement in the ability to complete the work.

4. Local Experience: Each firm or individual will be evaluated on its familiarity with the state and local regulations and procedures.
5. Federal Grant Project Experience: The experience of the firm or individual with federal grant programs. The information submitted should, as a minimum, include: (1) type of federal program, (2) the amount of federal funds; and (3) types of project activities undertaken, pertinent to federally-assisted projects.

All statements of qualifications will be rated on the following system to determine the best qualified proposer:

Maximum Points - Description

30 points – Qualifications (Capabilities, Experience, and Past Performance)

20 points - Key Personnel

15 points - Ability to Accomplish Work

15 points - Local Experience

20 points - Federal Grant Project Experience

Total – 100 points

The Selection Committee will open and review each statement and select a qualified firm or individual with which to negotiate. Six (6) copies of the statement of qualifications should be packaged, sealed, and properly labeled as follows:

NAME OF FIRM OR INDIVIDUAL
STATEMENT OF QUALIFICATIONS
Shepard State Park Ranger House

and delivered or mailed to the address below no later than March 26, 2026, at 11:00 a.m.:

City Hall
3330 Highway 90
Gautier, MS 39553

Firms submitting Statements of Qualifications are solely responsible for meeting submittal deadlines. Statements of Qualifications received after the stated deadline will be deemed non-responsive and will not be considered for any contract awarded as a result of this solicitation.

Statements may be held by the Owner for a period of not to exceed ninety (90) days from the date of opening of statements for the purpose of reviewing the statements and investigating qualifications of the applicants prior to awarding. A contract will be awarded to the qualified firm whose statement of qualifications is determined to be most advantageous to the Owner. The Owner reserves the right to waive any irregularities or informalities in the statement(s) of

qualifications submitted, reject any and all statements of qualifications, or terminate the solicitation with no contract awarded.

Warranties

By applying to this RFQ, firms/individuals submitting Statements of Qualifications warrant and represent the following:

1. The firm/individual does not have any unpaid Federal tax liability for which all judicial and administrative remedies have been exhausted.
2. The firm/individual has a valid UEI number and active registration with the General Services Administration's, government-wide System for Award Management Exclusions (SAM exclusions). The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

Statements of Qualifications are being requested in accordance with Item (b)(2) of 2 C. F. R. §200.320 "Methods of procurement."

The Owner is an equal opportunity employer.

Any contract awarded must comply with the Minority Business Enterprise and Women Business Enterprise contracting requirements outlined in "Attachment B" to this solicitation. MBE and/or WBE individuals/firms are encouraged to respond to this solicitation.

During City Attorney comments, Councilman Fuller made the motion to approve the contract between the City of Gautier and Platform Agency, to the extent that the terms are compliant with Mississippi Law. Councilwoman Jamison seconded the motion. The vote was carried unanimously.



This **Booking Agreement** (the "Agreement") is made on February 2, 2026, by and between The Platform Agency 1205 Johnson Ferry Road, Suite 136 Office 434 Marietta, GA 30068 (hereinafter "Artist"), and City of Gautier, 3330 Hwy 90, Gautier, MS, 39553, United States (hereinafter "Purchaser") (individually referred to as a "Party" or collectively referred to as the "Parties").

It is understood and mutually agreed that the Purchaser engages the Artist to provide the entertainment generally described as the "Performance" listed herein. The Artist hereby agrees to provide the Purchaser with the "Performance" subject to all of the Terms and Conditions herein set forth.

1. Deal Terms and Payment Schedule

The Purchaser hereby agrees to pay Artist **Flat Guarantee of \$ 20,000.00 plus \$ 500.00 (per diem - \$100/day/person) plus \$ 3,000.00 (Travel Buyout)** for the Performance(s). Payment for the Performance(s) are to be paid by Wire Transfer ONLY. Additional transaction fees may apply.

Fifth Third Bank

WIRE Routing #042000314

Bank Account # 7992646245

Fifth Third Bank - Carlton Portley

Wire Transfer Address:

38 Fountain Square Plaza

Cincinnati, OH 45263

The Deposit should be received within 3 business days after agreement is issued. Please consult Carlton for detailed payout instructions.. Events are not considered confirmed until contract is signed and returned AND deposit is received and cleared.

Deposit	due within 3 business days of issue	\$ 16,500.00
Balance	due via bank wire Mon-Friday ONLY	\$ 7,000.00

The remaining balance for the engagement shall be paid exclusively via bank wire transfer to the account designated by Management. Certified checks, business checks, cashier's checks, money orders, cash, or any other form of payment will not be accepted under any circumstances.

Balance payments are accepted Monday through Friday only and must be received no later than the final business day prior to travel or performance, whichever occurs first. For engagements scheduled on Saturday, the balance must be received no later than Thursday, unless earlier travel is required. For engagements scheduled on Sunday, the balance must be received no later than Friday. Failure to remit the balance by the required deadline constitutes a material breach of this Agreement.

2. Non-Payment / Breach Procedures

In the event the balance is not received by the deadline specified above, or the Purchaser otherwise breaches this Agreement:

The Artist shall not be obligated to travel or perform.

The Artist reserves the right to issue a public statement or video acknowledging the cancellation and identifying non-payment or contractual breach as the cause.

The Purchaser may be prohibited from submitting future booking requests at the discretion of Management.

Events, Performances, and Appearances

Artists	Jamal Roberts		
Date	Sunday, April 12, 2026		
Venue	The Sound Amphitheater 3855 Dolphin Dr, Gautier, MS, 39553, United States		
Event	Concert City of Gautier Concert Series		
Performance	Concert (Full Band) (50 minutes)		
Backline and Hospitality	Required per Rider		
Travel	Buyout as listed below in Billables		
Accommodation	Four Four-Star rooms (3 Doubles, 1 King) via the host hotel for the event, # of nights commensurate with travel dates.		
Ground	N/A		
Billables	per diem - \$100/day/person	\$ 500.00	
	Travel Buyout	\$ 3,000.00	
Per diem	Per diem is a <i>non-negotiable</i> \$100 per diem, per person, per day due in cash to Artist upon arrival		
Restrictions			
Schedule	Doors Open	5:00 PM	
	Performance	5:00 PM	

3. Advertising & Promotional Materials

All promotional materials, advertisements, announcements, or public communications referencing the Artist must receive prior written approval from Management before release.All images of the Artist used for advertising must be supplied directly by Management. Approved advertising assets will be provided only after the deposit has been received and processed.

4. Promotional Participation Limitations

The Artist is engaged solely to perform at the event and is not contracted to advertise, promote, or market the event in any form. The Artist is under no obligation to provide video recordings, social media posts, promotional messages, interviews, or any other form of advertising support for the Engagement. Such services are not included in this Agreement and should not be requested or relied upon by the Purchaser in any promotional planning. Any promotional participation by the Artist shall be entirely at the Artist's sole discretion, determined voluntarily and without expectation. The Purchaser acknowledges that the Artist's decision to provide or not provide such participation shall not constitute a breach of this Agreement.

5. Security

The Purchaser shall guarantee proper security at all times to ensure the safety of the Artist, auxiliary personnel, instruments and all equipment, costumes and personal property during and after the performance. Particular security must be provided in the areas of the stage, dressing rooms and all exits and entrances to the auditorium and the remote mixing console. Security protection to commence upon the arrival of the Artist on the premises.

6. Recording, Reproduction or Transmission of Performance

Purchaser shall not itself nor shall it permit others to record, broadcast, televise, photograph or otherwise reproduce the Performance for the purpose of resale or profit, without prior written consent of the Artist.

7. Controlling Authority

Artist shall have the sole and exclusive control over the production and presentation of the Performance, including but not limited to the details, means, and methods of the performing personnel, and Artist shall have the sole right or may see fit to designate and change at any time the performing personnel.

8. Intellectual Property

The Parties acknowledge that the Artist shall perform its obligations under the terms of this Agreement as an independent contractor and not as an employee of Purchaser. As such, all intellectual property rights, including copyrights, arising out of or deriving from the Performance shall be owned exclusively by the Artist.

9. Merchandising

Artist shall have the exclusive right to sell souvenir programs, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e., T-shirts-hats, etc.), posters, stickers or other merchandise on the premises of the Place of Performance during the Date of the Performance, without any participation in proceeds by Purchaser, subject however to concessionaire's requirements if any.

10. Right to Likeness

Purchaser shall be entitled to advertise and promote the appearance of Artist at the Performance solely for the purpose of increasing the attendance at Performance. Purchaser, however, may not use Artist's name or likeness as an endorsement of any product or service nor in connection with any commercial tie-up without Artist's prior written consent.

11. Term and Termination

- a. **Term.** This agreement shall stay in effect through and including the final engagement date as noted above.
- b. **Termination.** In the event Purchaser refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform this Agreement, shall retain any amounts paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement. In addition, if, on or before Date of Performance, Purchaser has failed, neglected, or refused to perform any contract with any other performer for any other engagement, or if the financial standing or credit of Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel this Agreement by notice to Purchaser to that effect, and to retain any amounts theretofore paid to Artist by Purchaser and Purchaser shall remain liable to Artist for the agreed Payment under this Agreement.

12. Cancellations

If the Purchaser cancels the engagement for any reason, the Artist shall be released from all obligations under this Agreement and shall not be required to appear. If the Artist cancels the engagement for any reason, the Purchaser's deposit will be refunded in full within 180 days of the cancellation date.

Except in the case of Artist cancellation as stated above, all deposits are non-refundable, non-negotiable, and non-transferable.

Any breach of this Agreement by the Purchaser may result in immediate cancellation of the engagement with no refund. All defaults or disputes shall first be addressed in good faith and, if unresolved, may be settled in a court of law. **Michael Anthony Clark, AAL – MACLARK@LAWYER.COM**

13. Force Majeure

The Parties shall be excused from their obligations under this Agreement in the event of proven sickness, accident, riot, strike, epidemic, act of God, or any other force majeure event or occurrence beyond their respective control. In this case, deposits are forfeited, unless a future date is agreed upon by both parties.

14. Indemnification

Purchaser hereby indemnifies and holds Artist, as well as Artist's respective agents, representatives, principals, employees, officers, and directors harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Artist or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, firm, or corporation as

a result of or in connection with Performance, which claim does not result from the active and willful negligence of the Artist.

15. Governing Law

This Agreement shall be governed by and subject to the laws of the State of Georgia, without giving effect to any choice or conflict of law provision.

16. Assignment/Transfer

Neither Artist nor Purchaser may assign or transfer this Agreement or any other rights or obligations hereunder without the mutual written consent of both the Artist and Purchaser and such assignment contains the complete understanding of the Parties respecting the subject matter hereof. It is expressly understood and agreed that the Parties make no representations or agreements, oral or otherwise, outside the terms of this Agreement which add to, broader, vary, or conflict with the provisions hereof. Any purported outside representations or agreements have no force or effect upon the rights or duties of the Parties hereunder. No term, provision, or condition of this agreement may be altered, amended, or added except upon the execution of a written agreement by the Parties hereto. Any notices provided for herein shall be in writing and shall be personally served or mailed to each Party at the addresses provided.

17. Amendment to Agreement

This Agreement contains the sole and complete understanding of the Parties and may not be amended, supplemented, varied or discharged, except by an instrument in writing signed by both Parties.

ACCEPTED AND AGREED TO:

City of Gautier

The Platform Agency

Carlos Moulds
City of Gautier
3330 Hwy 90, Gautier, MS, 39553, United States

Carlton Portley
The Platform Agency

Councilman Jackson made the motion to recess until February 17, 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 February 17, 2026.

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

Council Meeting:
Title:

February 17, 2026
Receive December 2025 Finance Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive December 2025 Finance Reports.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Vaughan	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐	Fuller	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for December 2025 is hereby received.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting February 17, 2026.

DEC 2025 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$2,917,523.68
HB1 Modernization Act Funds	Depository Account	002-000-001	\$665,420.02
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$284,026.71
Amphitheater Venue	Depository Account	004-000-001	\$126,071.01
MDAH School House Grant	Depository Account	030-000-001	\$19,807.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$136,245.52
U S Justice Equitable Sharing	Depository Account	157-000-001	\$34,081.12
Fire Protection Fund	Depository Account	160-000-001	\$253,591.20
Tidelands Grant	Depository Account	171-000-001	\$27,034.69
Library Support Fund	Depository Account	172-000-001	\$1,645.23
Fairway Boat Launch	Depository Account	173-000-001	
MSTIG Rec Trail Maint Grant	Depository Account	175-000-001	(\$17,310.19)
Shepard State Park Fund	Depository Account	176-000-001	\$119,700.84
S2020 GO Refnd Bond Debt Service	Depository Account	255-000-001	
USDA NRCS EWP Program	Depository Account	300-000-001	\$3,511.57
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	
Town Center Retail Dev Complex	Depository Account	309-000-001	
South Gautier/Vancleave Rd Sidewalk	Depository Account	313-000-001	\$40,350.00
Dolphin-CSX Grade Separation	Depository Account	314-000-001	(\$7,500.00)
Solid Waste Fund	Depository Account	404-000-001	\$60,070.39
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$4,664,269.22
General Depository Reconciled Cash Balance			\$4,664,269.22

ENTERPRISE FUND

Fund Name		Account #	Balance
2024 GO Note Debt Service	Enterprise Account	256-000-002	
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	\$12.00
Hickory Hill Water Quality-Stormwater	Enterprise Account	362-000-002	(\$39,605.33)
Hickory Hill Sewer Rehab/SS Lines	Enterprise Account	363-000-002	(\$25,000.00)
Sect 592 Wtr-Swr Improvements	Enterprise Account	364-000-002	\$811,965.00
Animal Shelter Water Main Ext	Enterprise Account	371-000-002	
Water & Sewer Utility	Enterprise Account	400-000-002	\$4,806,400.93
S2023 GO Note Equipment Fund	Enterprise Account	401-000-002	\$218,649.25
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$5,772,421.85
Enterprise Reconciled Cash Balance			\$5,768,400.41

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$76,790.15
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$79,847.75
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$219,389.71
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$747,022.06
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$73,588.11
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$73,586.25
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	\$17,157.98
S2024 Pub Imps 2M Bond Debt Service	Restricted Fund	257-000-007	\$5,216.58
5.3M Uty Rev S2024 Bond Debt Service	Restricted Fund	258-000-007	\$19,691.23
5.3M Uty Rev S2024 Bond DSR	Restricted Fund	259-000-003	\$546,713.20
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$135.80
SB2468 Ops-Edu Programs MSPAC	Restricted Fund	309-000-002	\$1,543,464.21
MSPAC-TC Park HB1535 Project	Restricted Fund	309-000-004	\$925,216.96
Performing Arts Center HB603	Restricted Fund	309-000-005	\$2,085,850.24
SB 2971 Amphitheater-Museum	Restricted Fund	309-000-006	\$2,587.02
S2024 Pub Imps 2M Bond Construction	Bond Fund	310-000-001	\$1,029,248.21
SB2468 Hickory Hill "Lark" Park	Restricted Fund	311-000-001	\$1,462,030.96
5.3M Utility Rev S2024 Bond Construction	Bond Fund	Multiple Funds	\$2,424,800.80
SB2468 Water Meter Imps	Restricted Fund	422-000-001	\$1,543,464.21
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$266,814.63
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$1,065,112.79
Total Bond & Restricted Reconciled Cash Balances			\$14,207,728.85

DEC 2025
YEAR TO DATE TOTALS

General Fund Totals

	BUDGET FY 2026	DEC 2025	Balance	25.0% % to date
General Fund Revenues	13,348,978.00	1,670,028.95	11,678,949.05	12.5%
Expenditures:				
001 Legislative	264,436.00	27,336.96	237,099.04	10.3%
010 City Court	397,834.00	61,726.74	336,107.26	15.5%
021 City Manager	149,800.00	13,994.69	135,805.31	9.3%
022 Human Resources	75,563.00	14,141.12	61,421.88	18.7%
030 Elections	0.00	0.00	0.00	
040 City Clerk	493,028.00	62,878.37	430,149.63	12.7%
060 City Attorney	145,000.00	22,149.70	122,850.30	15.2%
090 Economic Dev - Planning	560,844.00	81,274.05	479,569.95	14.4%
092 Building & General Expenses	1,103,525.00	511,651.39	591,873.61	46.3%
094 Grants & Project Admin	251,922.00	13,481.39	238,440.61	5.3%
100 Police	4,944,779.00	1,167,694.91	3,777,084.09	23.6%
161 Fire	3,972,614.00	820,627.06	3,151,986.94	20.6%
170 Recreation	935,541.00	162,054.59	773,486.41	17.3%
201 PW: Streets	675,100.00	96,923.72	578,176.28	14.3%
205 PW: Maintenance	386,935.00	56,839.32	330,095.68	14.6%
680 Debt Service	87,454.00	0.00	87,454.00	
900 Interfund Transfers	949,703.00	396,156.43	553,546.57	41.7%
General Fund Expenditures	15,394,078.00	3,508,930.44	11,885,147.56	22.7%
<i>Total Operating Expenditures</i>	13,015,430.00	3,111,975.01	9,903,454.99	
<i>Total Capital Outlay Expenditures</i>	1,239,800.00	799.00	1,239,001.00	
<i>Total Debt Service</i>	189,145.00	0.00	189,145.00	
<i>Total Transfers Out</i>	949,703.00	396,156.43	553,546.57	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	15,394,078.00	3,508,930.44	11,885,147.56	
<i>Personnel</i>	9,652,280.00	2,289,476.13	7,362,803.87	
<i>Supplies</i>	722,150.00	90,968.92	631,181.08	
<i>Other Services</i>	2,641,000.00	731,529.96	1,909,470.04	
<i>Capital Outlay</i>	1,239,800.00	799.00	1,239,001.00	
<i>Debt Service</i>	189,145.00	0.00	189,145.00	
<i>Interfund Transfers for DS</i>	949,703.00	396,156.43	553,546.57	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	15,394,078.00	3,508,930.44	11,885,147.56	

**DEC 2025
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2026	DEC 2025	Balance	25.0% % to date
002 HB1 Modernization Funds				
Revenues	1,285,030.00		1,285,030.00	
Expenditures	1,888,000.00	400,000.00	1,488,000.00	21.1%
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	275,216.14	164,499.86	110,716.28	59.7%
Expenditures	608,458.32	213,737.22	394,721.10	35.1%
004 Amphitheater Venue Fund				
Revenues	560,000.00	18,853.00	541,147.00	3.3%
Expenditures	586,782.00	59,049.04	527,732.96	10.0%
030 MDAH 2014 Community Heritage				
Revenues	74,577.00	880.00	73,697.00	1.1%
Expenditures	95,004.43	400.00	94,604.43	0.4%
130 \$7M GO Bond - Capital Improvements				
Revenues	2,079,755.87	472,040.92	1,607,714.95	22.6%
Expenditures	2,724,201.21	1,203,038.37	1,521,162.84	44.1%
156 SE MS METRO TASK FORCE				
Revenues		72,129.06	(72,129.06)	
Expenditures	50,941.00	12,113.21	38,827.79	23.7%
157 US Justice Equitable Sharing				
Revenues		1,511.36	(1,511.36)	
Expenditures	50,000.00	25,007.00	24,993.00	50.0%
160 Fire Protection Fund				
Revenues	118,000.00		118,000.00	
Expenditures	180,665.00		180,665.00	
171 Combined Tidelands Grant				
Revenues	640,226.48		640,226.48	
Expenditures	670,511.17	3,250.00	667,261.17	0.4%
172 Library Support Fund				
Revenues	138,964.00	9,443.00	129,521.00	6.7%
Expenditures	138,964.00	7,797.77	131,166.23	5.6%
173 Fairway Boat Launch - Tidelands				
Revenues	170,930.00		170,930.00	
Expenditures	170,930.00		170,930.00	
175 MSTIG REC TRAIL MAINT GRANT				
Revenues	410,000.00	3,800.00	406,200.00	0.9%
Expenditures	406,200.00	17,310.09	388,889.91	4.2%

DEC 2025
YEAR TO DATE TOTALS

Special Funds

	BUDGET FY 2026	DEC 2025	Balance	25.0% % to date
176 Shepard State Park				
Revenues	234,000.00	75,082.98	158,917.02	32.0%
Expenditures	268,123.00	42,556.87	225,566.13	15.8%
177 HB1353 Local Imps: Shepard				
Revenues	200.00	571.25	(371.25)	285.6%
Expenditures	79,300.00		79,300.00	
250 2018 W&S Bond Debt Service				
Revenues	285,213.00	70,474.54	214,738.46	24.7%
Expenditures	282,506.26	53,753.13	228,753.13	19.0%
251 2018 W&S Bond Debt Serv Reserve				
Revenues	16,900.00	2,795.39	14,104.61	16.5%
Expenditures	7,713.00		7,713.00	
252 2019 W&S Bond Debt Service				
Revenues	397,348.00	96,928.14	300,419.86	24.3%
Expenditures	382,825.00	318,600.00	64,225.00	83.2%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	16,800.00	3,601.58	13,198.42	21.4%
Expenditures	11,348.00		11,348.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	295,382.00	122.75	295,259.25	
Expenditures	295,782.00		295,782.00	
255 S2020 Refnd GO Bond Debt Service				
Revenues	459,965.00		459,965.00	
Expenditures	459,965.00		459,965.00	
256 S2023 GO Note Debt Service				
Revenues	325,749.00	304,428.00	21,321.00	93.4%
Expenditures	325,749.00	304,428.00	21,321.00	93.4%
257 S2024 Publ Imps 2M Bond Debt Service				
Revenues	194,656.00	150,583.14	44,072.86	77.3%
Expenditures	194,556.00	150,452.81	44,103.19	77.3%
258 S2024 5.3M Uty Rev Bond Debt Service				
Revenues	615,000.00	873.77	614,126.23	0.1%
Expenditures	712,895.00	587,648.10	125,246.90	82.4%
259 5.3M Uty Rev Bond DS Reserve				
Revenues	6,000.00	3,911.34	2,088.66	65.1%
Expenditures	12,000.00		12,000.00	

**DEC 2025
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2026	DEC 2025	Balance	25.0% % to date
309 Town Center: MS Songwriters PA Center				
Revenues	307,000.00	36,134.96	270,865.04	11.7%
Expenditures	5,749,498.02	650,157.77	5,099,340.25	11.3%
310 S2024 Public Imp 2M GO Bond Constn				
Revenues	3,000.00	7,492.50	(4,492.50)	249.7%
Expenditures	1,050,562.14	29,094.41	1,021,467.73	2.7%
311 Hickory Hill "Lark" Park				
Revenues	3,000.00	10,459.79	(7,459.79)	348.6%
Expenditures	1,453,660.00		1,453,660.00	
312 SSP Ranger House Renovation				
Revenues	1,300,000.00		1,300,000.00	
Expenditures	1,300,000.00		1,300,000.00	
313 South Gautier-Vancleave Rd Sidewalk				
Revenues	215,160.00		215,160.00	
Expenditures	255,510.00		255,510.00	
314 Dolphin-CSX Grade Separation Project				
Revenues	1,500,000.00		1,500,000.00	
Expenditures	1,500,000.00	7,500.00	1,492,500.00	0.5%
355 Water Supply & Treatment Plant				
Revenues	0.00		0.00	
Expenditures	106,215.03		106,215.03	
356 Lark Water Treatment Plant				
Revenues	2,770,000.00		2,770,000.00	
Expenditures	4,980,000.00		4,980,000.00	
359 S2024 5.3M Uty Rev Bond Constn				
Revenues	15,606.00	17,376.91	(1,770.91)	111.3%
Expenditures	127,412.45		127,412.45	
362 Hickory Hill Wtr Qty-Stormwater				
Revenues	1,969,296.04	608,079.61	1,361,216.43	30.8%
Expenditures	1,477,157.79	456,504.83	1,020,652.96	30.9%
363 HH Sewer Rehab RESTORE/GOMESA				
Revenues	2,991,150.00	85,000.00	2,906,150.00	2.8%
Expenditures	2,906,150.00	12,000.00	2,894,150.00	0.4%
364 SEC 592 Water-Sewer Improvements				
Revenues	2,550,000.00		2,550,000.00	
Expenditures	3,450,000.00	88,035.00	3,361,965.00	2.5%

**DEC 2025
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2026	DEC 2025	Balance	25.0% % to date
401 S2023 GO Note Equipment Fund				
Revenues	0.00		0.00	
Expenditures	218,224.25		218,224.25	
404 Solid Waste Fund				
Revenues	2,343,600.00	579,848.08	1,763,751.92	24.7%
Expenditures	2,346,260.00	569,463.97	1,776,796.03	24.2%
422 Water Meter Replacement				
Revenues	8,000.00	11,042.39	(3,042.39)	138.0%
Expenditures	1,540,000.00		1,540,000.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	1,500.00	1,908.87	(408.87)	127.2%
Expenditures	0.00		0.00	

**DEC 2025
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2026	DEC 2025	Balance	25.0% % to date
Utility Fund Revenues	11,140,627.00	3,081,467.59	8,059,159.41	27.6%
General Admin & Operations	0.00	278,632.51	(278,632.51)	
W & S Management & Operations	3,462,608.00	668,572.26	2,794,035.74	19.3%
Water & Sewer O & M	4,541,792.00	1,054,843.59	3,486,948.41	23.2%
Debt Service	831,041.45	123,583.98	707,457.47	14.8%
Transfers	2,237,749.00	359,225.06	1,878,523.94	16.0%
Contingencies	150,000.00	0.00	150,000.00	
Utility Fund Expenditures	11,223,190.45	2,484,857.40	8,738,333.05	22.1%
<i>Total Operating Expenditures</i>	<i>7,833,400.00</i>	<i>1,990,021.75</i>	<i>5,843,378.25</i>	
<i>Total Capital Outlay Expenditures</i>	<i>171,000.00</i>	<i>12,026.61</i>	<i>158,973.39</i>	
<i>Total Debt Service</i>	<i>831,041.45</i>	<i>123,583.98</i>	<i>707,457.47</i>	
<i>Total Interfund Transfers</i>	<i>2,237,749.00</i>	<i>359,225.06</i>	<i>1,878,523.94</i>	
<i>Total Contingency Expenditures</i>	<i>150,000.00</i>	<i>0.00</i>	<i>150,000.00</i>	
<i>Check Total</i>	<i>11,223,190.45</i>	<i>2,484,857.40</i>	<i>8,738,333.05</i>	
 <i>Personnel</i>	 <i>610,787.00</i>	 <i>359,751.74</i>	 <i>251,035.26</i>	
<i>Supplies</i>	<i>466,000.00</i>	<i>109,231.38</i>	<i>356,768.62</i>	
<i>Other Services</i>	<i>6,756,613.00</i>	<i>1,521,038.63</i>	<i>5,235,574.37</i>	
<i>Capital Outlay</i>	<i>171,000.00</i>	<i>12,026.61</i>	<i>158,973.39</i>	
<i>Debt Service</i>	<i>831,041.45</i>	<i>123,583.98</i>	<i>707,457.47</i>	
<i>Interfund Transfers</i>	<i>2,237,749.00</i>	<i>359,225.06</i>	<i>1,878,523.94</i>	
<i>Contingencies</i>	<i>150,000.00</i>	<i>0.00</i>	<i>150,000.00</i>	
<i>Check Total</i>	<i>11,223,190.45</i>	<i>2,484,857.40</i>	<i>8,738,333.05</i>	

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

February 17, 2026
Approval of a request from Mississippi Gulf Coast Community College for the use of four (4) portable lights

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Approval of a request from Mississippi Gulf Coast Community College for the use of four (4) portable lights to be delivered on March 9th and ending March 11th for security purposes during the JC Hispanic American Club – Family Fiesta Night

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:							
Vaughan	☐	Minor	☐	George	☐	Jackson	☐

Second Made by:							
Vaughan	☐	Minor	☐	George	☐	Jackson	☐

Voted as follows:		AYES	NAYS	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the Mississippi Gulf Coast Community College has requested from the City the use of four (4) portable lights for the JC Hispanic American Club – Family Fiesta Night from March 9, 2026 through March 11, 2026 for security purposes; and

WHEREAS, the City has authority to provide said equipment to an entity such as the community college pursuant to Miss. Code Ann. § 21-19-49;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by Mississippi Gulf Coast College for the use of four (4) portable lights for the JC Hispanic American Club – Family Fiesta Night from March 9, 2026 through March 11, 2026 for security purposes 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 February 17, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 02/11/2026
Subject: Approval of a request from Mississippi Gulf Coast Community College for the use of four portable lights

REQUEST:

The Recreation Department received a request from Mississippi Gulf Coast Community College for the use of four portable lights for a period of no more than three days beginning on March 9th and ending March 11th. for the purpose of providing lighting for security purposes during the JC Hispanic American Club – Family Fiesta Night.

BACKGROUND:

Mississippi Gulf Coast Community College is the host location for the JC Hispanic American Club – Family Fiesta Night. The event offers fun & free activities including dance lessons, outdoor movie, and children's games and activities.

DISCUSSION:

To have a safe event for the community, Mississippi Gulf Coast Community College needs additional lighting for security purposes during the JC Hispanic American Club – Family Fiesta Night.

RECOMMENDATION:

The Recreation Department recommends that City Council approve the use of two portable lights for a period of no more than three days, beginning on March 9th and ending March 11th.

The City Council may:

1. Approve the use of four portable lights for a period of no more than three days beginning on March 9th and ending March 11th: or
2. Not approve the use of four portable lights for a period of no more than three days beginning on March 9th and ending March 11th

ATTACHMENTS:

1. MGCCC Portable Light Request

From: [Charles Houston](#)
To: [Chassity Bilbo](#)
Cc: [Leann Ibarra](#); [Marni Baron](#); [Erica Moody](#)
Subject: MGCCC Portable Light Request
Date: Tuesday, February 10, 2026 11:13:40 AM
Attachments: [Outlook-a6cddece-3.png](#)
[Outlook-emo0ifik.png](#)

Ms. Bilbo,

MGCCC would like to see if we can again borrow the City of Gautier's portable lighting units for our Family Fiesta Night 2026 being held on campus Tuesday, 03/10/2026. They would like to use 4 units to light 4 different areas of the fiesta area. If they could drop them off Monday, 03/09/2026, that would be great. Please let me know if you have any questions or need anything else.

Thank You!



Cary Houston MCJA
Chief of Police
Jackson County Campus
2300 US HWY 90
Gautier, MS 39553
(p) 228-497-7697
cary.houston@mgccc.edu



CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:

February 17, 2026

Title:

Authorization to Acknowledge Bids and Award a Contract for the Shepard State Park Bathhouse Renovation Project

Introduced by:

Contact Person/Telephone

Sam King 497-8000

Summary Explanation: Authorization to acknowledge the receipt of seven (7) bids for the Shepard State Park Bathhouse Renovation Project and award a contract to the lowest and best bid, Brotherhood Service Company, LLC, in an amount not to exceed \$208,000.00

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Vaughan	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐	Fuller	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the City of Gautier has requested bids for the Shepard State Park Bathhouse Renovation Project; and

WHEREAS, this project will consist of renovating the existing bathhouse, which includes additions to the men and women restroom areas, a laundry facility, and storage room at the Shepard State Park campground; and

WHEREAS, on or before February 5, 2026, seven bids were received by the City, which is hereby acknowledged; and

WHEREAS, Seymour Engineering performed a complete review of the bid and recommends awarding the contract to the lowest and best bid, Brotherhood Service Company, LLC; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to Brotherhood Service Company, LLC, in an amount not to exceed \$208,000.00; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Brotherhood Service Company, LLC, for Shepard State Park Bathhouse Renovation Project is hereby authorized and approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 17, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Samuel King, Grants and Projects Director
Date: February 6, 2026
Subject: Authorization to Acknowledge Bid and Award Contract for the Shepard State Park
Bathhouse Renovation Project

REQUEST:

The Grants and Projects Department requests that City Council acknowledge receipt of seven (7) bids for the Shepard State Park Bathhouse Renovation Project and award a contract to the lowest and best bid to Brotherhood Service Company, LLC in an amount not to exceed \$208,000.

BACKGROUND:

The scope of work consists of renovating the existing bathhouse, which includes additions to the men and women restroom areas, a laundry facility, and storage room at the Shepard State Park campground. Campers currently experience long wait times at the small existing bathhouse, and additional capacity is needed, especially considering the City's recent RV site expansion.

DISCUSSION:

Seven (7) bids for this project were received and opened on February 5, 2026. Seymour Engineering performed a complete review of the bids and recommends awarding the contract to the lowest and best bid to Brotherhood Service Company, LLC.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of seven (7) bids for the Shepard State Park Bathhouse Renovation Project and award a contract to the lowest and best bid to Brotherhood Service Company, LLC.

The City Council may:

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

ATTACHMENT(S):

1. Recommendation Letter and Certified Bid Tabulation



February 9, 2026

Carlos Moulds
City Manager
City of Gautier
3330 US-90
Gautier, Mississippi 39553

RE: Recommendation of Award
Shepard State Park Bathhouse Expansion Project

Dear Mr. Moulds:

On February 5, 2026, bids were received for the above referenced project. I am requesting that the City of Gautier acknowledge the submitted bids of: Brotherhood Service Company, LLC, Ridgdell Bros Inc., Calder Co, LLC, Hopkins Construction & Maintenance, LLC, Shaun Parker Construction, LLC, Traxler Construction, LLC, and Apple Construction Company. Brotherhood Service Company, LLC has submitted the lowest bid in the amount of \$208,000. The Engineer's Opinion of Probable Cost for the project was \$175,000 and the Certified Bid Tabulation is attached.

In review of past project experience, Mississippi State Board of Contractor's Licensing, Good Standing status with the Mississippi Secretary of State's Office we are recommending the City of Gautier award the project to Brotherhood Service Company, LLC.

Should you have any questions or need additional information, please let me know.

Sincerely,
SEYMOUR ENGINEERING

A handwritten signature in blue ink, appearing to read 'Kyle J. Tootle'.

Kyle J. Tootle
Project Manager

Cc: Brotherhood Service Company, LLC
6826 Old 63 North
Lucedale, Mississippi 39452

SEYMOUR ENGINEERING
Engineering, Environmental and Professional Land Surveying

SHEPARD STATE PARK BATHHOUSE EXPANSION PROJECT

BID TABULATION SHEET

Bid Date: February 5, 2026 - 11:00 AM Bid Location: Gautier City Hall

ITEM NO.	DESCRIPTION	QTY	UNIT	Brotherhood Service Company, LLC		Ridgdell Bros Inc. (RBI)		Calder Co, LLC		Hopkins Construction & Maintenance, LLC		Shaun Parker Construction, LLC		Traxler Construction, LLC		Apple Construction Company	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 6,500.00	\$ 6,500.00	\$ 42,330.00	\$ 42,330.00	\$ 80,000.00	\$ 80,000.00	\$ -	\$ -	\$ 22,000.00	\$ 22,000.00	\$ 73,539.00	\$ 73,539.00
2	Site Work and Foundation	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 15,800.00	\$ 15,800.00	\$ 11,450.00	\$ 11,450.00	\$ 24,000.00	\$ 24,000.00	\$ -	\$ -	\$ 43,000.00	\$ 43,000.00	\$ 65,554.00	\$ 65,554.00
3	Building Construction	1	LS	\$ 65,000.00	\$ 65,000.00	\$ 74,400.00	\$ 74,400.00	\$ 45,700.00	\$ 45,700.00	\$ 34,000.00	\$ 34,000.00	\$ -	\$ -	\$ 165,000.00	\$ 165,000.00	\$ 163,057.00	\$ 163,057.00
4	Plumbing	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 39,490.00	\$ 39,490.00	\$ 57,030.00	\$ 57,030.00	\$ 66,000.00	\$ 66,000.00	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00	\$ 78,650.00	\$ 78,650.00
5	Electrical	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00	\$ 17,750.00	\$ 17,750.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	\$ 20,062.00	\$ 20,062.00
6	HVAC	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 11,900.00	\$ 11,900.00	\$ 2,500.00	\$ 2,500.00	\$ 18,000.00	\$ 18,000.00	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	\$ 45,000.00	\$ 45,000.00
7	Toilet Partitions and Accessories	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 33,800.00	\$ 33,800.00	\$ 18,000.00	\$ 18,000.00	\$ 17,000.00	\$ 17,000.00	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 13,040.00	\$ 13,040.00
8	Contingency Allowance	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
TOTAL BASE BID				\$208,000.00		\$224,390.00		\$229,760.00		\$284,000.00		\$322,625.00		\$445,000.00		\$493,902.00	

PREPARED BY: 
KYLE TOOTLE, PROJECT MANAGER
SEYMOUR ENGINEERING

A mathematical error was found in the bid, and the amount listed shows the corrected amount.

The bid proposal submitted was prepared using the original bid proposal rather than the Addendum 1 bid proposal; therefore, only the total shown in the bid submission is reflected in the bid tab.

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:

February 17, 2026

Title:

Authorization to Acknowledge Bids and Award a Contract for Section 592 Bucks Road Lift Station Improvements Project

Introduced by:

Contact Person/Telephone

Sam King 497-8000

Summary Explanation: Authorization to acknowledge the receipt of eight (8) bids for the Section 592 Bucks Road Lift Station Improvements Project and award a contract to the lowest and best bid, Jumeaux, Inc, in an amount not to exceed \$657,449.00

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Vaughan	☐	Minor	☐	George	☐	Jackson	☐	Jamison	☐	Fuller	☐	Elbin	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the City of Gautier has requested bids for the Section 592 Bucks Road Lift Station Improvements Project; and

WHEREAS, the Bucks Road Lift Station Improvements Project will consist of demoing the existing lift station, new panel, pumps, electrical, and lining the existing wet well; and

WHEREAS, on or before January 21, 2026, eight bids were received by the City, which is hereby acknowledged; and

WHEREAS, Seymour Engineering performed a complete review of the bid and recommends awarding the contract to the lowest and best bid, Jumeaux, Inc; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to Jumeaux, Inc, in an amount not to exceed \$657,449.00; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Jumeaux, Inc, for Section 592 Bucks Road Lift Station Improvements Project is hereby authorized and approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 17, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Samuel King, Grants and Projects Director
Date: February 6, 2026
Subject: Authorization to Acknowledge Bid and Award Contract for Section 592 Bucks Road Lift Station Improvement Project.

REQUEST:

The Grants and Projects Department requests that City Council acknowledge receipt of eight (8) bids for the Section 592 Bucks Road Lift Station Improvements Project and award a contract to the lowest and best bid to Jumeaux, Inc. in an amount not to exceed \$657,449.

BACKGROUND:

The project is authorized to provide design and construction assistance for publicly owned, non-federal water-related environmental infrastructure and resource protection and development projects in Mississippi, including projects for wastewater treatment and related facilities, elimination or control of combined sewer overflows, water supply and related facilities, and surface water resource protection and development pursuant to Section 592 of the Water Resources Development Act of 1999, Public Law 106-53, as amended (hereinafter "Section 592").

There are five (5) water and sewer system rehabilitation projects: Southeast Gautier Infiltration & Inflow Improvements; West Park Drive Drainage; Singing River Mall Property Water and Sewer Main Improvements; Bucks Road Lift Station Replacement; and the Replacement of Copper Pipe at the Public Works Chemical Building. These projects include the replacement or rehabilitation of the water supply well and lines, as well as measures to address sanitary sewer overflows, ensuring full compliance with environmental standards set by the EPA within the City of Gautier.

The agreement with the Department of the Army, Corps of Engineers (USACE) was signed and terms agreed to on August 13, 2024, at the signing ceremony for the projects. The total project cost is estimated to be \$3,600,000. The cost share agreement will be 75% federally funded and 25% non-federally funded.

The environmental assessment and public review of the projects were completed in June 2025. Each project under the Gautier Water and Sewer Improvements (Section 592) will be advertised and bid out separately.

The Bucks Road Lift Station Improvements will consist of demoing the existing lift station, new panel, pumps, electrical, and lining the existing wet well.

DISCUSSION:

Eight (8) bids for this project were received and opened on January 21, 2026. Seymour Engineering performed a complete review of the bid and recommends awarding the contract to the lowest and best bid to Jumeaux, Inc.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of eight (8) bids for the Section 592 Bucks Road Lift Station Improvements Project and award a contract to the lowest and best bid to Jumeaux, Inc.

The City Council may:

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

ATTACHMENT(S):

1. Recommendation Letter and Certified Bid Tabulation



MEMORANDUM

Date: February 10, 2026

TO: Carlos Moulds, City Manager
City of Gautier

RE: Acceptance Recommendation of Lowest and Best Bid
Bucks Road Lift Station (LS-21) Rehabilitation

Please be advised that on January 21, 2026, at 10:00 AM, bids were received for the referenced project. Therefore, I am requesting that the City Council acknowledge receipt of the eligible bids found in the attached Certified Bid Tabulation.

The low bidder is Jumeaux, Inc., at a bid cost of \$657,499.00 for all work outlined within the plans and specifications for the Base Bid. Jumeaux Inc. is a local heavy construction contractor with their office in Ocean Springs, MS. We have found the contractor to be adequately qualified to perform the work within the scope of the project.

With that said, I recommend that the City Council award the referenced project to Jumeaux, Inc. Upon approval by the City Council, we'll prepare the Contract Agreement and assist the City through completion of all required work.

If you have any questions or need additional information, please don't hesitate to call.

Sincerely,

Matthew Kirkland, P.E.,
Seymour Engineering, PLLC

Attachments/
Certified Bid Tabulation

				Bottom 2 Top Construction, LLC		DNA Underground		Gottfried Construction, LLC		Jumeaux, Inc.		Miller Enterprises, LLC		Moran Hauling, Inc.		SCI, Inc.		Southern Colonial Construction	
				16708 Hwy 67		16101 South Swan Rd		6 Meyers Rd		996 Halstead Rd		136 Wilson Rd		17078 Magnolia Cove Dr.		P.O. Box 7617		11270 Pumpkin Dr.	
				Biloxi, MS 39532		Gulfport, MS 39503		Covington, LA 70435		Ocean Springs, MS 39564		Hattiesburg, MS 39402		Pass Christian, MS 39571		Gulfport, MS 39506		Biloxi, MS 39532	
NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Mobilization	LS	1	\$32,938.88	\$32,938.88	\$125,000.00	\$125,000.00	\$33,500.00	\$33,500.00	\$30,000.00	\$30,000.00	\$27,500.00	\$27,500.00	\$43,375.00	\$43,375.00	\$42,837.00	\$42,837.00	\$29,250.00	\$29,250.00
2	Traffic Control	LS	1	\$3,745.00	\$3,745.00	\$36,000.00	\$36,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$2,600.00	\$2,600.00	\$1,100.00	\$1,100.00	\$3,540.00	\$3,540.00
3	Silt Fence	LF	650	\$2.94	\$1,911.00	\$7.00	\$4,550.00	\$5.00	\$3,250.00	\$5.00	\$3,250.00	\$4.50	\$2,925.00	\$4.50	\$2,925.00	\$3.00	\$1,950.00	\$4.52	\$2,938.00
4	Wattles	LF	250	\$3.95	\$987.50	\$7.00	\$1,750.00	\$8.00	\$2,000.00	\$6.00	\$1,500.00	\$7.50	\$1,875.00	\$7.00	\$1,750.00	\$5.10	\$1,275.00	\$5.39	\$1,347.50
5	Clearing & Grubbing	SY	1500	\$4.79	\$7,185.00	\$4.00	\$6,000.00	\$11.00	\$16,500.00	\$3.00	\$4,500.00	\$1.00	\$1,500.00	\$5.25	\$7,875.00	\$3.30	\$4,950.00	\$5.90	\$8,850.00
6	Solid Sodding	SY	500	\$8.39	\$4,195.00	\$16.00	\$8,000.00	\$12.50	\$6,250.00	\$5.00	\$2,500.00	\$10.00	\$5,000.00	\$7.50	\$3,750.00	\$9.40	\$4,700.00	\$5.31	\$2,655.00
7	Dewatering	DAY	15	\$1,438.08	\$21,571.20	\$2,000.00	\$30,000.00	\$600.00	\$9,000.00	\$160.00	\$2,400.00	\$1,000.00	\$15,000.00	\$811.00	\$12,165.00	\$463.00	\$6,945.00	\$1,062.00	\$15,930.00
8	Bypass Pumping	DAY	60	\$1,085.75	\$65,145.00	\$2,500.00	\$150,000.00	\$565.00	\$33,900.00	\$700.00	\$42,000.00	\$1,300.00	\$78,000.00	\$540.25	\$32,415.00	\$110.00	\$6,600.00	\$885.00	\$53,100.00
9	Select Fill (Class 9)	CY	500	\$17.98	\$8,990.00	\$30.00	\$15,000.00	\$32.00	\$16,000.00	\$15.00	\$7,500.00	\$22.00	\$11,000.00	\$20.00	\$10,000.00	\$24.60	\$12,300.00	\$16.05	\$8,025.00
10	Geotextile Fabric Type IV	SY	150	\$8.16	\$1,224.00	\$2.00	\$300.00	\$12.00	\$1,800.00	\$5.00	\$750.00	\$6.20	\$930.00	\$5.25	\$787.50	\$7.10	\$1,065.00	\$7.08	\$1,062.00
11	Size "610" Limestone	CY	150	\$173.34	\$26,001.00	\$125.00	\$18,750.00	\$280.00	\$42,000.00	\$60.00	\$9,000.00	\$137.65	\$20,647.50	\$125.00	\$18,750.00	\$145.30	\$21,795.00	\$116.82	\$17,523.00
12	Class "B" Concrete for Generator Pads (9'-4" x 3'-5")	EA	1	\$5,392.80	\$5,392.80	\$8,500.00	\$8,500.00	\$4,300.00	\$4,300.00	\$3,500.00	\$3,500.00	\$3,450.00	\$3,450.00	\$6,155.00	\$6,155.00	\$5,280.00	\$5,280.00	\$7,670.00	\$7,670.00
13	20 HP Submersible Pumps	EA	2	\$24,970.03	\$49,940.06	\$26,000.00	\$52,000.00	\$24,500.00	\$49,000.00	\$38,000.00	\$76,000.00	\$18,100.00	\$36,200.00	\$45,133.50	\$90,267.00	\$50,602.40	\$101,204.80	\$37,292.48	\$74,584.96
14	Pump Base Elbow (4 x 6)	EA	2	\$4,380.67	\$8,761.34	\$9,000.00	\$18,000.00	\$3,400.00	\$6,800.00	\$14,500.00	\$29,000.00	\$3,100.00	\$6,200.00	\$31,575.00	\$63,150.00	\$16,375.80	\$32,751.60	\$4,168.96	\$8,337.92
15	Rail System (2-20' Lengths) (10' Wet Well)	EA	1	\$6,000.90	\$6,000.90	\$9,000.00	\$9,000.00	\$6,400.00	\$6,400.00	\$25,387.00	\$25,387.00	\$6,300.00	\$6,300.00	\$5,483.00	\$5,483.00	\$9,752.00	\$9,752.00	\$8,183.61	\$8,183.61
16	Check Valve (Inside Valve Box)	EA	2	\$5,025.40	\$10,050.80	\$4,000.00	\$8,000.00	\$4,400.00	\$8,800.00	\$5,065.00	\$10,130.00	\$4,600.00	\$9,200.00	\$4,050.00	\$8,100.00	\$14,068.00	\$28,136.00	\$5,386.70	\$10,773.40
17	Gate Valve (Inside Valve Box)	EA	2	\$2,652.57	\$5,305.14	\$4,000.00	\$8,000.00	\$1,700.00	\$3,400.00	\$2,983.00	\$5,966.00	\$1,920.00	\$3,840.00	\$1,560.00	\$3,120.00	\$11,226.00	\$22,452.00	\$2,920.50	\$5,841.00
18	Control Panel Stand (Incl. all necessary re-wiring)	EA	1	\$78,849.93	\$78,849.93	\$85,000.00	\$85,000.00	\$81,000.00	\$81,000.00	\$64,000.00	\$64,000.00	\$66,680.00	\$66,680.00	\$78,409.00	\$78,409.00	\$86,108.70	\$86,108.70	\$78,464.14	\$78,464.14
19	Pressure Wash Wet Well/Valve Box & Remove Debris	EA	1	\$5,392.80	\$5,392.80	\$10,000.00	\$10,000.00	\$4,900.00	\$4,900.00	\$25,000.00	\$25,000.00	\$6,975.00	\$6,975.00	\$4,200.00	\$4,200.00	\$3,520.00	\$3,520.00	\$2,360.00	\$2,360.00
20	New Floodlight and Pole	EA	1	\$1,198.87	\$1,198.87	\$2,500.00	\$2,500.00	\$1,200.00	\$1,200.00	\$1,340.00	\$1,340.00	\$1,850.00	\$1,850.00	\$1,200.00	\$1,200.00	\$1,100.50	\$1,100.50	\$1,180.46	\$1,180.46
21	Wet Well Concrete Collar	EA	1	\$8,988.00	\$8,988.00	\$9,000.00	\$9,000.00	\$13,500.00	\$13,500.00	\$2,900.00	\$2,900.00	\$8,695.00	\$8,695.00	\$4,470.00	\$4,470.00	\$3,566.40	\$3,566.40	\$9,440.00	\$9,440.00
22	Underground Power Feed (Includes Conduit & Wire)	LF	30	\$136.50	\$4,095.00	\$180.00	\$5,400.00	\$140.00	\$4,200.00	\$120.00	\$3,600.00	\$715.00	\$21,450.00	\$135.75	\$4,072.50	\$125.30	\$3,759.00	\$134.40	\$4,032.00
23	Meter Box & Disconnect	EA	1	\$5,837.41	\$5,837.41	\$7,100.00	\$7,100.00	\$6,000.00	\$6,000.00	\$7,231.00	\$7,231.00	\$6,800.00	\$6,800.00	\$5,805.00	\$5,805.00	\$5,358.00	\$5,358.00	\$5,747.65	\$5,747.65
24	6" Bypass (Includes Valves and Flange)	EA	1	\$20,421.42	\$20,421.42	\$20,000.00	\$20,000.00	\$9,500.00	\$9,500.00	\$24,514.00	\$24,514.00	\$16,025.00	\$16,025.00	\$14,002.75	\$14,002.75	\$47,176.80	\$47,176.80	\$21,740.38	\$21,740.38
25	Valve Pit for Pump Discharge Piping/Valves	EA	1	\$7,545.64	\$7,545.64	\$7,000.00	\$7,000.00	\$13,000.00	\$13,000.00	\$10,000.00	\$10,000.00	\$54,550.00	\$54,550.00	\$3,428.00	\$3,428.00	\$10,020.70	\$10,020.70	\$5,574.83	\$5,574.83
26	6" Ductile Iron Discharge Piping	LF	75	\$775.54	\$58,165.50	\$500.00	\$37,500.00	\$376.00	\$28,200.00	\$450.00	\$33,750.00	\$160.00	\$12,000.00	\$458.00	\$34,350.00	\$765.80	\$57,435.00	\$833.07	\$62,480.25
27	NEMA4 Rated Electrical Junction Box (At Grade)	EA	2	\$2,656.85	\$5,313.70	\$6,000.00	\$12,000.00	\$1,900.00	\$3,800.00	\$1,647.00	\$3,294.00	\$2,300.00	\$4,600.00	\$7,167.00	\$14,334.00	\$7,768.20	\$15,536.40	\$7,096.41	\$14,192.82
28	80kW Generator, w/ATS	EA	1	\$106,618.05	\$106,618.05	\$125,000.00	\$125,000.00	\$109,000.00	\$109,000.00	\$90,000.00	\$90,000.00	\$114,200.00	\$114,200.00	\$107,255.50	\$107,255.50	\$97,566.70	\$97,566.70	\$104,662.40	\$104,662.40
29	Demo Chain Link Fence	LF	130	\$29.96	\$3,894.80	\$32.00	\$4,160.00	\$12.50	\$1,625.00	\$10.00	\$1,300.00	\$6.65	\$864.50	\$10.50	\$1,365.00	\$9.30	\$1,209.00	\$5.90	\$767.00
30	6' Chain Link Security Fence (W/ 3 Strand Barb)	LF	130	\$70.94	\$9,222.20	\$46.00	\$5,980.00	\$37.00	\$4,810.00	\$55.00	\$7,150.00	\$50.50	\$6,565.00	\$61.50	\$7,995.00	\$58.90	\$7,657.00	\$44.84	\$5,829.20
31	Specification Section 1 Allowance (Section 1-5.3.1)	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$27,500.00	\$27,500.00	\$25,000.00	\$25,000.00
32	Precast Wet Well Lid w/ New Hatch	EA	1	\$10,670.55	\$10,670.55	\$16,000.00	\$16,000.00	\$13,000.00	\$13,000.00	\$5,987.00	\$5,987.00	\$12,510.00	\$12,510.00	\$9,039.00	\$9,039.00	\$10,225.00	\$10,225.00	\$18,648.30	\$18,648.30
33	Lead Paint Testing & Abatement / Disposal	LS	1	\$7,789.60	\$7,789.60	\$75,000.00	\$75,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$44,000.00	\$44,000.00	\$28,700.00	\$28,700.00	\$30,448.00	\$30,448.00	\$35,400.00	\$35,400.00
34	Demo Existing LS Building and Appurtanances	LS	1	\$17,976.00	\$17,976.00	\$40,000.00	\$40,000.00	\$49,000.00	\$49,000.00	\$25,000.00	\$25,000.00	\$10,395.00	\$10,395.00	\$8,875.00	\$8,875.00	\$28,098.30	\$28,098.30	\$19,175.00	\$19,175.00
35	Wet Well Liner (10 Year Warranty)	EA	1	\$55,543.44	\$55,543.44	\$33,000.00	\$33,000.00	\$25,000.00	\$25,000.00	\$45,000.00	\$45,000.00	\$37,500.00	\$37,500.00	\$30,275.00	\$30,275.00	\$34,562.00	\$34,562.00	\$40,025.60	\$40,025.60
36	5' Concrete Manhole	EA	2	\$6,270.54	\$12,541.08	\$8,000.00	\$16,000.00	\$30,500.00	\$61,000.00	\$12,000.00	\$24,000.00	\$14,000.00	\$28,000.00	\$11,786.00	\$23,572.00	\$11,314.60	\$22,629.20	\$7,033.24	\$14,066.48
TOTAL BID PRICE =					\$704,408.61		\$1,034,490.00		\$701,635.00		\$657,449.00		\$715,727.00		\$719,015.25		\$798,570.10		\$728,397.90

* = Correction made for Bid Total



Certified By: Matt Kirkland, PE

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:

February 17, 2026

Title:

Authorization to submit an application to the Mississippi Office of Homeland Security State and Local Cybersecurity Grant Program (SLCGP) for all City of Gautier Departments

Introduced by:

Contact Person/Telephone

Sam King 497-8000 Ext. 315

Summary Explanation: Authorization to submit an application to Mississippi Office of Homeland Security State and Local Cybersecurity Grant Program (SLCGP) for all City of Gautier Departments

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Vaughan	☐	☐	☐	☐
At Large	Minor	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Jamison	☐	☐	☐	☐
Ward 4	Fuller	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the Grants and Projects Department requests City Council authorization to submit a grant application to the Mississippi Office of Homeland Security State and Local Cybersecurity Grant Program for all City of Gautier Departments; and

WHEREAS, the MS Office of Homeland Security has been awarded the federal State and Local Cybersecurity Grant Program federal funds. The State and Local Cybersecurity Grant Program (SLCGP) provides funds to state and local entities to combat the ever-increasing number of cybersecurity risks; and

WHEREAS, the program aims to strengthen governance and cybersecurity planning, enhance incident response and continuity of operations, assess and improve current security posture through ongoing evaluation, implement risk-based protections, and ensure personnel receive appropriate cybersecurity training; and

WHEREAS, the Mayor and Council Members find that submission of an application for such a grant 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 submission of an application to the Mississippi Office of Homeland Security State and Local Cybersecurity Grant Program (SLCGP), for all City of Gautier Departments is hereby authorized and approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 17, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carols Moulds City Manager
From: Sam King, Grants and Projects Director
Date: February 4, 2026
Subject: Request to submit an application to the Mississippi Office of Homeland Security State and Local Cybersecurity Grant Program (SLCGP) for all City of Gautier Departments.

REQUEST:

The Grants and Projects Department requests City Council authorization to submit a grant application to the Mississippi Office of Homeland Security State and Local Cybersecurity Grant Program for all the City of Gautier Departments.

BACKGROUND:

The MS Office of Homeland Security has been awarded the federal State and Local Cybersecurity Grant Program federal funds. In an effort to ascertain the gaps, risks and vulnerabilities of the local jurisdictions across Mississippi, the MOHS and MCPC will be implementing a statewide cybersecurity assessment. For the MOHS to be able to gain useful information and knowledge, while assessing results consistency and effectively, the MOHS will retain funds on the benefit of locals. This will allow for the state to acquire (1) or more vendors through an RFP process and receive a consistent product.

The State and Local Cybersecurity Grant Program (SLCGP) provides funds to state and local entities to combat the ever-increasing number of cybersecurity risks. Strengthening cybersecurity practices and resilience is a priority for the Homeland Security and a primary focus. As a requirement 80% of funds must be provided to local jurisdictions, with 25% of that total being received by rural entities.

DISCUSSION:

The program objectives are to develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations. Understand the current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments. Implement security protections commensurate with risk. Ensure organization personnel are trained in cybersecurity.

RECOMMENDATION:

The Grants and Project Department recommends that City Council authorize the submission of a grant application to the Mississippi Office of Homeland Security State and Local Cybersecurity Grant Program for all the City of Gautier Departments.

City Council may:

1. Authorize submission of a grant application; or
2. Not authorize submission of the grant application.

ATTACHMENT(S):

N/A

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
February 17, 2026**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
