

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
September 1, 2026 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. Gautier's Football and Cheer League Opening Ceremonies will be on September 12th, starting at 8:30am at Bacot Park.**
- 2. Gautier Farmers Market will be on Saturday, September 12th, from 8am until 12pm at Gautier Town Commons.**
- 3. Tasty Thursday will be September 24th, starting at 11am at Gautier Town Commons.**
- 4. City of Gautier's Cruisin' Through the Decades event will be Sunday, October 4th, starting at 12pm at Town Commons, followed by a drive-In movie, featuring Stroker Ace, at 5pm.**

IV. Presentation Agenda

- 1. Childhood Cancer Awareness Month**

V. Business Agenda

- 1. Conduct a Public Hearing regarding the Municipal Budget for Fiscal Year 2026-2027**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Adoption of a Resolution fixing the Municipal Tax Levy for FY 2026-2027**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 3. Approval of Lease Agreement with Brew Crew of MS, LLC and related documents**

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

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

- 1. Approval of Minutes from Recessed Council Meeting held August 18, 2026**
- 2. Authorization to remove broken equipment from the City of Gautier's inventory**
- 3. Approve Change Order No. 1 to decrease the contract amount for the West Park Drainage Improvement Project**
- 4. Authorization to submit an application to the Mississippi Department of Archives and History for a Community Heritage Preservation Round 18 Grant**
- 5. Authorization to approve the Certificate of Substantial Completion for the Shepard State Park Bathhouse Renovation Project**
- 6. Authorization to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event**
- 7. Approval of the agreement between the City of Gautier and Unfazed Show and Band**
- 8. Resolution approving road closures and traffic control measures for the Gautier High School Homecoming Parade**
- 9. Approval of a sponsorship of the GHS Alumni Tailgate Event**
- 10. Approval to retain Butler Snow LLP to prepare and submit the City of Gautier's Fiscal Year 2025 Financial Disclosure Statement**

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 September 15, 2026 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
September 1, 2026**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Gautier's Football and Cheer League Opening Ceremonies will be on September 12th, starting at 8:30am at Bacot Park.**
2. **Gautier Farmers Market will be on Saturday, September 12th, from 8am until 12pm at Gautier Town Commons.**
3. **Tasty Thursday will be September 24th, starting at 11am at Gautier Town Commons.**
4. **City of Gautier's Cruisin' Through the Decades event will be Sunday, October 4th, starting at 12pm at Town Commons, followed by a drive-In movie, featuring Stroker Ace, at 5pm.**

NOTES:

Gators

Building a Strong Community

GAUTIER RECREATION

GAUTIER YOUTH FOOTBALL

& Cheer LEAGUE

★ OPENING CEREMONIES ★

SEPTEMBER 12TH



BACOT PARK

2300 LADNIER RD • GAUTIER, MS



OPENING CEREMONIES

8:30 AM



GAMES START

9:00 AM

★ TEAMWORK ★ RESPECT ★ DISCIPLINE ★ FUN ★

LET'S KICK OFF A GREAT SEASON!

THANK YOU TO OUR COACHES, PLAYERS, CHEERLEADERS,
VOLUNTEERS & FAMILIES FOR YOUR SUPPORT!





COME BE A PART OF
GAUTIER
FARMERS
MARKET

MAY 9TH



2ND SAT MAY - SEPT. 8AM-12PM
2800 HWY 90 - TOWN COMMONS

TO BECOME A VENDOR
CALL 228-497-2244



GAUTIER PRESENTS

TASTY

THURSDAY!

4TH

THUR.

11 AM



**GOOD EATS
FROM AWESOME
FOOD TRUCKS**

**SINGING RIVER MALL PROPERTY
2800 HWY 90 GAUTIER, MS**

CITY OF GAUTIER'S



Cruisin'

THROUGH THE DECADES



OCTOBER 4, 2026

CRUISE-IN 12PM DRIVE-IN MOVIE 5:30 PM

2800 HWY 90 GAUTIER, MS

THEMED MUSIC

FOOD TRUCKS

RESERVED PARKING FOR ALL CRUISERS

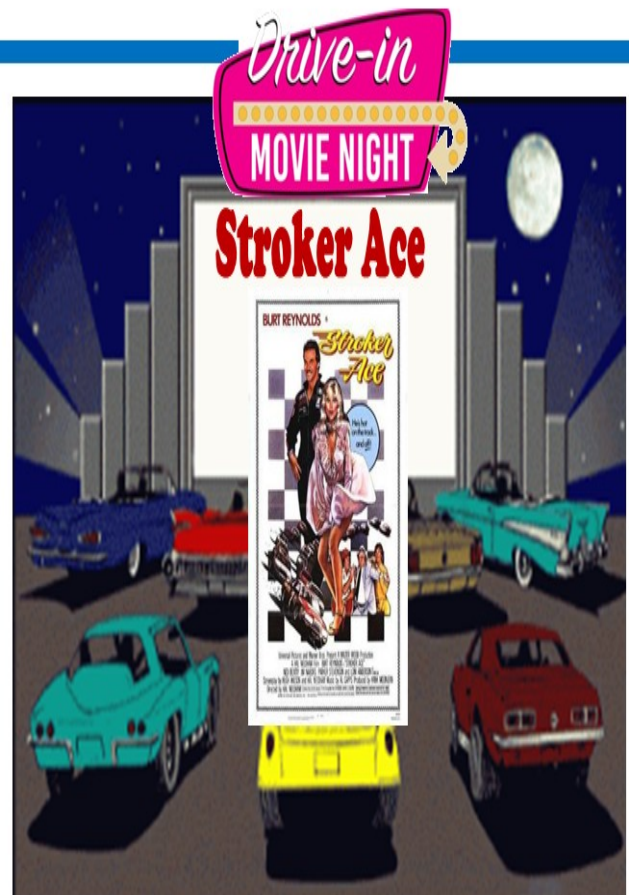


COME VIEW CLASSIC BEAUTIES!

12PM-5PM TOWN COMMONS (NEXT TO BELK)

2800 HWY 90 GAUTIER, MS

Giveaways for the 1st 300 Cruisers



5:30 pm Town Commons (Next to Belk)

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
September 1, 2026**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Childhood Cancer Awareness Month

NOTES:

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

Council Meeting:

September 1, 2026

Title:

Conduct a Public Hearing regarding the Municipal Budget for Fiscal Year 2026-2027

Introduced by:

Contact Person/Telephone

Carlos Moulds 497-8000

Summary Explanation: Conduct a Public Hearing regarding the Municipal Budget for Fiscal Year 2026-2027

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:

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

Council Meeting: September 1, 2026
Title: Adoption of a Resolution fixing the Municipal Tax Levy for FY 2026-2027
Introduced by:
Contact Person/Telephone Teresa Montgomery

Summary Explanation: Adoption of a Resolution fixing the Municipal Tax Levy for FY 2026-2027

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2026

**RESOLUTION OF THE MAYOR AND MEMBERS OF THE COUNCIL
CITY OF GAUTIER, MISSISSIPPI, JACKSON COUNTY,
FIXING THE MUNICIPAL AD VALOREM TAX LEVY FOR THE YEAR
OCTOBER 1, 2026 – SEPTEMBER 30, 2027**

BE IT RESOLVED BY the Mayor and Members of the Council of the City of Gautier, Jackson County, Mississippi:

Section 1: That for the fiscal year 2026-2027, there shall be and is hereby levied on all real and personal property in the City of Gautier, Jackson County, Mississippi the following taxes, as provided by Mississippi Code Annotated, Section 21-33-45;

General Fund

For General Revenue purposes 34.51 mills on each dollar (\$1.00) valuation

Provide for general operations and improvements: 31.09 mills

Provide for Police and Fire Department operations: 3.42 mills

For Municipal Library Tax for 1.00 mill on each dollar (\$1.00) valuation

Support Library functions and programs

For Debt Service 9.69 mills on each dollar (\$1.00) valuation

Fund annual bond payments and general debt related to Public Safety

SECTION 2: This resolution shall take effect and be in force as provided by law.

SECTION 3: The City Manager and City Clerk are hereby authorized to sign any and all documents required for this purpose.

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

AYES:

NAYS:

The motion having received the affirmative vote of all the members present, the Mayor declared the motion carried and the resolution adopted this the 1st day of September, 2026.

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi at the Meeting of September 1, 2026.

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

Council Meeting:

September 1, 2026

Title:

Approval of Lease Agreement with Brew Crew of MS, LLC and related documents

Introduced by:

Contact Person/Telephone

Carlos Moulds 497-8000

Summary Explanation: Approval of Lease Agreement with Brew Crew of MS, LLC and related documents

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the City of Gautier is considering a ground lease with Brew Crew MS, LLC, for the development and operation of a 7 Brew Coffee location in Gautier, Mississippi; and

WHEREAS, the proposed Lease Agreement between the City of Gautier, as Owner, and Beacon Real Estate, LLC, as Broker, provides for a real estate commission equal to six percent (6%) of the aggregate base rent due during the initial lease term, with one-half payable within thirty (30) days after execution of the lease and the remaining one-half payable within thirty (30) days after the earlier of the Tenant opening for business or paying its first month's rent; and

WHEREAS, the Mayor and Members of the Council have determined that approval of the Lease Agreement is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Lease Agreement with Beacon Real Estate, LLC, concerning the proposed ground lease with Brew Crew MS, LLC, and/or its successors or assigns, for a 7 Brew Coffee location in Gautier, Mississippi, is hereby approved.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute the Lease Agreement and 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 September 1, 2026.

**2808 Hwy 90
Gautier, MS**

**Ground Lease
Between**

CITY OF GAUTIER, MISSISSIPPI
as Landlord

and

BREW CREW MS, LLC,
as Tenant

Dated: _____, 2026

LEASE AGREEMENT

This **LEASE AGREEMENT** (this “**Lease**”) is made and entered into as of the Effective Date (defined below) by and between **CITY OF GAUTIER, Mississippi, a political subdivision of the State of Mississippi** (the “**Landlord**”), **BREW CREW MS, LLC**, an Arkansas limited liability company (the “**Tenant**” and “**Guarantor**”). The parties to this Lease may be referred to individually herein as “**Party**” or collectively herein as the “**Parties**.”

RECITALS

A. Landlord is the owner of that certain parcel of land located in the City of Gautier, State of Mississippi, as more particularly described in **Exhibit A** attached hereto (collectively, the “**Land**”).

B. The Parties desire for Landlord to lease the Premises (defined below) to Tenant, and to permit Tenant to construct the Improvements (defined below) on the Premises in accordance with this Lease.

NOW, THEREFORE, in consideration of the Premises set forth below, the rent to be paid, the mutual covenants and agreements of the Parties set forth below, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1: DEMISE OF PREMISES

For and in consideration of the rents, taxes, and other charges and expenses to be paid by Tenant, and in consideration of the performance by Tenant and Landlord of the covenants below, Landlord demises and leases to Tenant, and Tenant leases from Landlord, the Land, including any buildings, structures or improvements presently located or hereafter thereon (collectively, the “**Improvements**”) together with all rights of access and easements to the public street(s) abutting the Land (the “**Site Plan**”) attached hereto as **Exhibit B** (collectively, the “**Premises**”).

1.1. “AS-IS, WHERE IS” CONDITION. EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, LANDLORD SHALL HAVE NO LIABILITY RELATING TO AND IS NOT MAKING, AND HAS NOT AT ANY TIME MADE, ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR ANY DEVELOPMENT THEREOF, INCLUDING ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PHYSICAL OR STRUCTURAL CONDITION, SOIL CONDITION, ENVIRONMENTAL CONDITION, WETLANDS STATUS, TITLE, TAX CONSEQUENCES, IMPOSITIONS, UTILITIES OR UTILITY CAPACITY, POTENTIAL USES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, COMPLIANCE WITH ANY LEGAL OR OTHER REQUIREMENTS, OR THE TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO TENANT OR ANY OTHER PERSON, OR ANY OTHER MATTER OR THING REGARDING THE PREMISES. EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, TENANT HAS NOT RELIED AND WILL NOT RELY ON, AND LANDLORD IS NOT LIABLE FOR OR

BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PREMISES OR RELATING THERETO MADE OR FURNISHED BY LANDLORD, OR ANY AGENT REPRESENTING OR PURPORTING TO REPRESENT LANDLORD, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS LEASE. TENANT HEREBY EXPRESSLY ACKNOWLEDGES THAT PRIOR TO THE EFFECTIVE DATE, TENANT HAS INSPECTED AND EXAMINED THE PREMISES TO THE EXTENT DEEMED NECESSARY BY TENANT IN ORDER TO ENABLE TENANT TO EVALUATE THE LEASE, THE PREMISES AND DEVELOPMENT, USE AND OPERATION OF THE PREMISES. TENANT REPRESENTS THAT IT IS A KNOWLEDGEABLE TENANT AND DEVELOPER OF THE PERMITTED USE, EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF TENANT'S CONSULTANTS, AND EXCEPT FOR ANY EXPRESS REPRESENTATION SET FORTH IN THIS LEASE IS NOT RELYING UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF LANDLORD OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO.

ARTICLE 2: USE OF PREMISES

2.1. Permitted Use. The Premises shall be used as a prototypical nationally branded and recognized "7 Brew" with drive-through (collectively, the "**Permitted Use**"). Tenant shall occupy and use the Premises and the Improvements, and operate and conduct the Permitted Use, in accordance with all any applicable federal, state, or local laws, statutes, codes, ordinances, rules, regulations, court orders, and governmental and quasi-governmental directives (collectively, "**Laws**"), and in accordance with the Redevelopment Agreement, Belk Declaration, and Town Commons Declaration (attached hereto as **Exhibits C, D, and E**), each of which Tenant acknowledges and the terms of which Tenant agrees to be bound. To the extent those documents require execution of documents prior to the lease, Tenant hereby agrees to execute same.

2.2. Exclusive Use. To the extent permitted under Mississippi law, Landlord acknowledges and agrees that Landlord shall not lease the Land or permit the Land to be sold, leased, managed, used, or occupied for the sale of coffee or blended coffee beverages as its primary use. The sale of coffee or coffee-related products as incidental use shall be permitted by another tenant if the sale of such products does not exceed ten (25%) percent of the gross sales of such tenant. Specifically, as an example, leasing to a Starbucks, Scooter's, or Dutch Bros or other similar business, shall be prohibited. In the event of a violation of this Exclusive Use, the Tenant shall be entitled to injunctive relief as well as any other remedy available at law. Further, to the extent permitted under Mississippi law, in the event Landlord does not cure a breach within thirty (30) days after written notice from Tenant, then Tenant shall be entitled to reduce its monthly Base Rent (defined below) by fifty (50%) percent until such violation is cured. In the event such violation is not cured within twelve (12) months, then Tenant shall have the right to terminate this Lease, and Landlord shall pay the amortized cost of Tenant's Improvements.

ARTICLE 3: TERM

3.1. Effective Date. The “**Effective Date**” of this Lease for purposes of measuring performance hereunder shall be the date when the latter one of Landlord and Tenant has properly executed this Lease (as determined by the date beside each signature).

3.2. Rent Commencement Date. The “**Rent Commencement Date**” of this Lease for purposes of measuring performance hereunder shall be no later than six (6) months after obtaining all required governmental and third-party approvals and permits for construction and operation of the business and related Improvements (including without limitation, signage) and Landlord deliver possession of the Premises to Tenant.

3.3. Term. This Lease shall be effective as a contract between the Parties as of the Effective Date, with the initial term hereof (the “**Term**”) commencing upon the Rent Commencement Date and expiring on the last day of the calendar month in which the tenth (10th) annual anniversary of the Rent Commencement Date occurs. Notwithstanding the foregoing, the “**Term**” or “**term**” of this Lease (and words of similar import) shall include this initial ten (10) year Term and any validly exercised Option Terms (defined below), as the case may be.

3.4. Option to Renew. Provided there is then no uncured Event of Default (defined below) at the time of exercising the applicable renewal option and at the commencement of the applicable Option Term (defined below), Tenant may renew this Lease for up to four (4) additional independently and consecutively exercised periods of five (5) years each (each, an “**Option Term**”; collectively, the “**Option Terms**”), by delivering written notice of its intent to renew (the “**Renewal Notice**”) to Landlord no later than ninety (90) days before the expiration of the then-current Term or Option Term. The Option Terms shall be on the same terms and conditions as the initial Term, except that the Base Rent payable during the applicable Option Term shall be as provided in Section 6 below. Notwithstanding the above, in the event Tenant fails to provide notice of the exercise of any Option Term, this Lease shall continue until Landlord provides Tenant with a thirty (30) day written notice of the failure of Tenant to exercise the option. If during said thirty (30) day period, Tenant exercises the Option Term, then the Lease shall continue as if the Option Term had been timely exercised. If Tenant fails to exercise the option or rejects the Option Term, then this Lease shall be terminated at the end of such thirty (30) day period. . If Tenant does not exercise its right to extend the Lease for an Option Term by the applicable deadline, then at any time thereafter for the remainder of the then-current Term or Option Term, Landlord shall have the right to place a “for lease” or “for sale” sign on the Premises and show the Premises to potential purchasers or tenants, provided that such activities do not interfere with Tenant’s business operations in the Premises in any material respect.

ARTICLE 4: SITE-SPECIFIC CONDITIONS

Tenant’s obligation to lease the Premises will be subject to Tenant’s approval or waiver of the following conditions, in Tenant’s sole discretion:

4.1. Due Diligence. Landlord has provided Tenant with all documents and materials affecting the Premises which are in Landlord’s possession or control including, but not limited to: any surveys, reciprocal easement agreement(s), declaration of covenants, OEA or covenants,

conditions and restrictions (CC&Rs); all applicable sign criteria; building plans or drawings; current real estate taxes; title or preliminary reports; all environmental studies or audits (e.g., wetland, biological, archeological, Phase I and/or Phase II), soil reports; grading certifications; grading, drainage, utility, landscaping, and other construction plans; traffic studies; deeds of trust and liens or other instruments encumbering the premises or portions thereof); and all attached Exhibits (the “**Due Diligence Items**”). Tenant shall have a period of ninety (90) days from the Effective Date (the “**Due Diligence Period**”) to review the Due Diligence Items and all aspects of the Premises, including title review, physical condition, zoning, permits, licenses, variances, and suitability for the Permitted Use. Tenant, its agents, contractors, and subcontractors shall have the right to enter upon the Premises, at reasonable times, to conduct inspections, surveys, tests, and studies as necessary at Tenant’s discretion. Landlord shall have the right to have a representative present for any such activities. Notwithstanding anything in this Lease to the contrary, if Tenant cannot satisfy itself regarding the Premises for any reason or no reason prior to the expiration of the Due Diligence Period, Tenant shall have the right to terminate this Lease upon written notice to Landlord delivered within five (5) days following the expiration of the Due Diligence Period. In such an event, neither Party shall be liable to the other, and any money previously paid by the Tenant shall be returned.

4.2. Title Review. If such documents exist and are in the possession of the Landlord, Landlord shall provide Tenant with a current preliminary title commitment and the underlying documents relating to the schedule of exceptions within five (5) days following the Effective Date (collectively, “**Title Documents**”). Additionally, if such documents exist and are in possession of the Landlord, Landlord shall provide a copy of the most recent ALTA Survey (the “**Survey**”) within five (5) days following the Effective Date. The Tenant reserves the right to obtain an updated Survey of the Premises, at the Landlord’s expense, to show the boundary lines and applicable easements. Tenant shall be entitled to receive an extended coverage leasehold policy of title insurance for the Premises, subject only to those exceptions to title not disapproved by Tenant. If Tenant cannot satisfy itself regarding the title to the Premises prior to the expiration of the Due Diligence Period, Tenant shall have the right to terminate this Lease upon written notice Landlord delivered within five (5) days following the expiration of the Due Diligence Period. In such an event, neither Party shall be liable to the other, and any money previously paid by the Tenant shall be returned.

4.3. Government Approvals. Tenant shall have a period of one hundred and twenty (120) days following the expiration of the Due Diligence Period (the “**Permit Period**”) to obtain all governmental licenses, permits, and approvals necessary for constructing the Improvements and operating the Building on the Premises, including the installation of a drive-thru and signage (collectively, the “**Permits**”). The Tenant hereby agrees that it shall apply, at its sole expense, for all Permits within five (5) days of Landlord’s final written approval of the Preliminary Plans hereafter defined (which then become the Approved Plans) and use its commercially reasonable efforts thereafter to obtain the Permits. If Tenant cannot obtain the Permits prior to the expiration of the Permit Period due to circumstances beyond its control, Tenant shall have the right to (y) extend the Permit Period for two (2) additional thirty (30) day periods upon written notice to Landlord or (z) terminate this Lease upon written notice to Landlord delivered within five (5) days following the expiration of the Permit Period. Upon any such termination, neither Party shall be liable to the other, and any money previously paid by Tenant shall be returned.

4.4. Subordination and Non-Disturbance. Landlord represents there are no mortgages, deeds of trust, or other security interests relating to the Leased Premises.

ARTICLE 5: LANDLORD'S WORK

Within thirty (30) days following the expiration of the Permit Period, Landlord shall deliver possession of the Premises to Tenant and perform or cause to be performed the following ("**Landlord's Work**"):

5.1. Utilities. Landlord shall have stubbed water and sewer utilities to within five (5) feet of the property line, as generally indicated on the Tenant's Preliminary Plans. All utilities shall be separately metered to and ready for Tenant's use. Landlord shall be responsible for all costs associated with bringing utilities to within five (5) feet of the Tenants property line. Tenant shall be responsible for all additional costs, including initial connection charges, impact fees, tap fees, site development fees or assessments, and traffic utility fees. Landlord shall also provide any necessary utility transformers or other required hardware so that the site is pad ready as it relates to utilities.

5.2. Intentionally omitted..

5.3. Notice of Delivery and Inspection by Tenant. Landlord shall provide two (2) weeks' prior written notice to Tenant of its expected date for completion of Landlord's Work (the "**Required Delivery Date**"), which date shall be no later than thirty (30) days following the expiration of the Permit Period. Within five (5) days following the Required Delivery Date, Tenant shall cause its general contractors or other representatives to inspect the Premises and whether Landlord's Work has been satisfactorily completed according to the specifications set forth herein. Tenant shall notify Landlord in writing of any defects identified during the inspection of Landlord's Work. If Tenant's inspection verifies that Landlord's Work is satisfactorily complete, then the "**Actual Delivery Date**" shall be deemed to have occurred on the Required Delivery Date. If Tenant's inspections reveal defects in Landlord's Work, Tenant shall provide written notice to Landlord specifying the defects, and Landlord shall rectify such defects within five (5) days after receiving Tenant's notice. In such event, the Actual Delivery Date shall not be deemed to occur until Landlord provides written notice to Tenant confirming the completion of any required corrections, and Tenant acknowledges such completion. If Landlord's Work is not complete within the above-described timeframe, Tenant may terminate this Lease by providing Landlord written notice within ten (10) days following the Required Delivery Date. In such an event, neither Party shall be liable to the other, and any money previously paid by the Tenant shall be returned.

ARTICLE 6: RENT

6.1. Rent. Tenant agrees to pay Landlord, at the address set forth herein, the annual base rent of Thirty-Six Thousand and No/100 Dollars (\$36,000.00) adjusted every five (5) years by an increase of ten percent (10%) during the Term and all timely and properly exercised Option Terms (the "**Base Rent**" or "**Rent**") as follows:

<u>Lease Year</u>	<u>Rent</u>
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Lease Years 1-5	\$36,000.00 per year
Lease Years 6-10	\$39,600.00 per year
Lease Years 11-15 (if applicable)	\$43,560.00 per year
Lease Years 16-20 (if applicable)	\$47,916.00 per year
Lease Years 21-25 (if applicable)	\$52,707.60 per year
Lease Years 26-30 (if applicable)	\$57,978.36 per year

The “**Lease Year**” refers to the approximate twelve (12) month period beginning on the Rent Commencement Date and ending on the last day of the calendar month in which the corresponding annual anniversary of the Rent Commencement Date occurs. The subsequent Lease Years follow a similar pattern throughout the Term.

6.2. Rent Payment Schedule. Rent shall be divided into twelve (12) equal monthly payments per year, payable on the first day of each month throughout the Term, starting from the Rent Commencement Date, without the need for notice, demand, withholding, or offset. If the Rent Commencement Date falls on a day other than the first day of a month, the Rent due for the first month of the Term shall be prorated on a per diem basis for each day preceding the first day of the following month.

6.3. Late Fee. If Tenant fails to pay any installment of Rent within ten (10) days after the due date, Tenant shall be liable to Landlord for a late charge equivalent to five percent (5%) of the late payment amount. This late charge is to compensate Landlord for any inconvenience, or damages incurred as the result of late payment; however, such late charge shall not be imposed more than once for any specific late payment. Any amount payable under this Lease, including Rent, which is not paid by the thirtieth (30th) day following the due date shall accrue interest at a rate equal to the lesser of ten percent (10%) per annum or the maximum legal rate (the “**Default Rate**”).

6.4. Common Area Expenses. If applicable, in addition to the Base Rent, Tenant shall pay its pro rata share of any maintenance charges (the “**Common Area Maintenance Expenses**”) if applicable to the leased Premises, subject to the following condition: Those Common Area Maintenance Expenses which are deemed “Controllable” shall not increase by more than three percent (3%) in any given year compared to the previous year’s Common Area Maintenance Expenses. “Controllable” shall mean those Common Area Maintenance Expenses associated with grounds maintenance, landscaping, sprinklers, repairs, maintenance, and management fees for

which the Landlord is responsible. If applicable, the Common Area Maintenance Expenses shall constitute “**Additional Rent**,” and Landlord and Tenant shall cooperate to have Common Area Maintenance Expenses billed directly to Tenant.

ARTICLE 7: TAXES AND UTILITIES

7.1. Real Property Taxes. Tenant acknowledges and agrees that Landlord’s interest as a fee simple owner of the Premises is untaxable, while Tenant’s leasehold interest in the Premises, including and Improvements, is taxable. Starting from the Rent Commencement Date, Tenant shall directly pay the taxing authorities all real property taxes (the “**Taxes**”) levied, assessed, charged, or imposed on the Premises or any part of the Premises, including the Improvements and Tenant’s leasehold interest hereunder. Payment of Taxes must be made before the delinquency date. If Taxes can be paid in installments, Tenant may pay them in the maximum number of installments allowed by the applicable taxing authority. Tenant shall provide Landlord evidence of the payments of Taxes upon request. Landlord and Tenant will work together to attempt to have the Premises taxed as a separate parcel and have tax bills sent directly to Tenant. If any tax bills that Tenant is responsible for are sent to Landlord by the taxing authority, Landlord shall promptly forward them to Tenant for payment. In the event that any Taxes are assessed or billed as a part of a tax bill encompassing a parcel of land of which the Premises is only a part, then Tenant shall pay its share of said Taxes based the assessed value of the Premises and Tenant’s leasehold interest as compared to the assessed value of the entire taxed parcel (excluding any portion thereof which is not then subject to taxes) for the applicable tax year to the Landlord within thirty (30) days after Tenant receives notice from Landlord of the amount of Tenant’s *pro rata* share.

7.2. Personal Property Taxes. During the Term, the Tenant shall pay all personal property taxes levied upon the Tenant’s personal property on the Premises or any part of the Premises, including the Improvements. Payment must be made before the delinquency date.

7.3 Utilities. During the Term, the Tenant shall be solely responsible for payment of utility bills, including but not limited to electricity, water, gas, sewer, telephone service, and trash collection. The Tenant shall make all necessary arrangements for obtaining service contracts and ensure that all charges and expenses related to the utilities and services furnished to or used on the Premises or in connection with the Improvements are paid directly to the utility companies or other entities before they become delinquent. Landlord agrees to cooperate with Tenant in obtaining such services, including granting easements to utility service providers upon forms acceptable to Landlord.

ARTICLE 8: CONSTRUCTION OF IMPROVEMENTS; REPAIRS AND MAINTENANCE; ALTERATIONS AND IMPROVEMENTS

8.1. Construction of Improvements. The Tenant shall lease the Premises and undertake, in good faith, subject to events beyond Tenant’s reasonable control which render its performance hereunder commercially impracticable, efforts to construct or cause to be constructed on the Premises the Improvements, subject to the provisions and requirements of this Lease and of all government agencies having jurisdiction thereover. Tenant shall perform all construction and alterations in compliance with all applicable laws, statutes, ordinances, codes, rules, regulations, and directives (collectively, “**Laws**”), and only after obtaining and maintaining in full

force and effect all necessary licenses and permits. The construction and installation of the Improvements by Tenant shall be completed in a good and workmanlike manner. The cost of the Improvements shall be borne solely by Tenant.

Plan Approval. By executing this Lease, the Landlord approves the Tenants plans to build a 7 Brew Drive Thru Coffee shop in accordance with Franchisor standards, subject to any technical review and other requirements and approvals by the Landlord's Planning Department and City Council.

8.2. Repairs and Maintenance. Except as expressly set forth in any reciprocal easements agreement or other similar document encumbering the Premises, Tenant agrees that during the Term, it will, at its expense and without any expense to Landlord, make all necessary repairs to or replacements of the Premises and the Improvements (including all parking areas, sidewalks, curbs, lawns, and landscaping), and maintain the Premises and the Improvements, in accordance with all applicable Laws, in good, sanitary and neat order, condition and repair. The Tenant shall always ensure that the Premises and the Improvements follow all applicable Laws and shall be solely responsible for the cost of all such compliance. Tenant shall not commit waste with respect to the Premises. The Parties intend that Landlord have no obligation, in any manner whatsoever, to repair and maintain the Premises or the Improvements or any equipment therein or thereon, whether structural or non-structural, during the Term, all of which obligations are imposed on Tenant.

8.3. Alterations and Improvements. Tenant may, at Tenant's sole cost and expense, (i) make changes or alterations, structural or otherwise, to the Premises and to the exterior and interior of the Improvements, and (ii) erect, construct or install upon the Premises buildings and improvements in addition to or in substitution for those constructed and that would affect the exterior of any building other than that of the Tenant located on the Premises or the common areas located on the Premises (including, without limitation, signage, access drives, and parking areas).

ARTICLE 9: LIENS AND LEASEHOLD MORTGAGE

9.1. Liens and Indemnification. Both Tenant and Landlord shall take reasonable measures to keep the Premises free from any liens arising out of work performed, materials furnished, or obligations incurred by them. If any interest of Tenant or Landlord in the Premises becomes subject to a lien due to their respective actions, the party responsible for the lien shall promptly cause it to be bonded or discharged within sixty (60) days after receiving written notice of such lien. In good faith, either Party may contest the validity or correctness of the Lien by bonding off the Lien, provided they indemnify the other Party against any costs, loss, liability, or damage, including reasonable attorneys' fees. The interest of Landlord in the Premises shall not be subject to liens for improvements made by or for the account of Tenant, for which Tenant shall provide due notice to all parties who provide any services or materials with respect to any work on the Premises. If Tenant fails to bond or have discharged any lien as required under this Section, then Landlord may (but shall have no obligation to) bond or discharge the lien on Tenant's behalf, without any duty to inquire into the validity of the lien, and the cost thereof shall be Additional Rent immediately due and payable to Landlord.

9.2. Exception for Leasehold Mortgage. Nothing in this Lease shall limit the ability of Landlord to encumber or pledge its interest in the Premises or this Lease; provided, however, that any such encumbrance shall recognize the existence of this Lease and the rights and interest of Tenant hereunder. Notwithstanding the provisions of the above Section, Tenant may encumber their leasehold interest in the Premises, together with all Improvements placed on the Premises by Tenant, as security for the indebtedness of Tenant. The Tenant shall ensure that any security instrument used for encumbrances does not encumber or purport to encumber the Landlord's reversionary interest in the Premises and Improvements or Landlord's interest in this Lease. Tenant's lender, at its option and before the termination of Tenant's rights under this Lease, may make payments for Rent or other charges due under this Lease or perform or fulfill any obligation required of Tenant under this Lease. The lender may also take any necessary or proper actions to comply with the covenants and conditions of this Lease or prevent termination of this Lease. All such payments and actions performed by the lender shall be as effective as if done by the Tenant to prevent termination of Tenant's rights under this Lease. To the extent permitted under Mississippi law, Landlord hereby waives any rights to place any lien on Tenant's personal property, furniture, fixtures, equipment, or the building.

ARTICLE 10: INSURANCE AND INDEMNITY

10.1. Tenant's Liability Insurance. Tenant shall obtain, maintain and keep in force, or cause to be obtained, maintained, and kept in force, for the period commencing upon the Rent Commencement Date and continuing thereafter during the Term, for the benefit of Landlord and Tenant, commercial general liability insurance, together with a broad form comprehensive endorsement, against claims for personal injury, death or property damage occurring upon, in or about the Premises and the Improvements. Tenant's insurance shall afford protection to the limit of not less than \$500,000.00 for injury or death of a single person, and to the limit of not less than \$1,000,000.00 for any one occurrence, and to the limit of not less than \$1,000,000.00 for property damage. Landlord and Landlord's mortgagee, if any, shall be named as an additional insured in said policy(ies). As requested by the Landlord, Tenant shall provide Landlord with certificates of such insurance on an annual basis. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by Tenant which may cover other property in addition to the Premises and Improvements. The insurance policy(ies) required by this Section 10.1 shall provide that the same may not be materially modified or canceled without providing thirty (30) business days' prior written notice to Landlord.

10.2. Tenant's Casualty Insurance. Tenant, at its cost and expense, will carry and maintain so-called "All Risk" property insurance, covering the Improvements in an amount equal to at least one hundred percent (100%) of the full replacement cost thereof, excluding footings, foundation, and excavation costs. Such insurance shall name Tenant as the loss payee and shall not be materially modified or cancelled without the insurer providing thirty (30) business days' prior written notice to Landlord. As often as any such policy expires or terminates, a renewal or replacement policy providing similar coverage shall be obtained by the Tenant prior to such expiration or termination.

10.3. Indemnification. Notwithstanding the limits of Tenant's insurance, Tenant shall indemnify, defend and save Landlord harmless from and against any and all claims, actions, damages, liability, reasonable costs, and expenses (including reasonable attorneys' fees and court

costs) suffered or incurred by Landlord in connection with the loss of life, personal injury and/or damage to property arising from or out of Tenant's use of the Premises or the Improvements, including the negligence or willful misconduct of Tenant, and Tenant's agents, contractors, servants, employees, licensees, guests and invitees, except to the extent caused solely by the negligence or willful misconduct by Landlord. Conversely, Landlord shall indemnify, defend and save Tenant harmless from and against any and all claims, actions, damages, liability, reasonable costs, and expenses (including reasonable attorneys' fees and court costs) suffered or incurred by Tenant in connection with the loss of life, personal injury and/or damage to property arising from or out of Landlord's use of the Premises or the Improvements, including the negligence or willful misconduct of Landlord, and Landlord's agents, contractors, servants, employees, licensees, guests and invitees, except to the extent caused solely by the negligence or willful misconduct of Tenant.

10.4. Waiver of Subrogation. Tenant and all parties claiming, by, through, or under it releases and discharges Landlord from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

ARTICLE 11: CASUALTY

Notwithstanding any statute or rule of law to the contrary, if the Improvements or any part thereof are damaged or destroyed by fire or other casualty, Tenant, within thirty (30) days of such fire or other casualty, shall provide Landlord written notice of Tenant's intent to: (a) repair, restore or replace the Improvements, promptly commencing the same, provided that Tenant's Rent shall be subject to abatement until Tenant's restoration is complete, or (b) if the damage or destruction renders the Premises or any part thereof unusable for the Permitted Use, terminate this Lease, provided, however, that Tenant shall not so terminate this Lease unless such repairs cannot be made within a period of sixty (60) days from said notice. Notwithstanding the above, if less than one hundred eighty (180) days remain of the current Lease Term, the Lease shall terminate automatically. Upon any such termination pursuant to this Section, Tenant shall remove all hazardous or unsightly Improvements from the Land.

ARTICLE 12: CONDEMNATION

12.1. Complete Taking. If the entire Premises and/or Improvements are taken for any public or quasi-public purpose through condemnation or eminent domain, this Lease shall terminate as of the earlier of the date that title vests in the condemner or the date that the condemner takes possession of the property so taken ("**Date of Taking**"). Rent and all other charges payable hereunder shall be prorated and paid until the Date of Taking, after which they will be completely abated.

12.2. Partial Taking Rendering Premises "Untenantable." If a portion of the Premises and/or Improvements is taken, and as a result, the Premises and/or Improvements become unsuitable for the Tenant to carry on the Permitted Use as contemplated by this Lease, the Tenant has the right to terminate this Lease by giving written notice to Landlord within ninety (90) days

of the Date of Taking. Upon termination, Rent and all other charges shall be prorated and paid until the Date of Taking, and then abated.

12.3. Partial Taking Not Rendering Premises “Untenantable.” If a portion of the Premises and/or Improvements is taken but does not render the Premises and/or Improvements unsuitable for the Tenant’s Permitted Use, the Tenant has the obligation to make reasonable efforts to relocate, repair, restore, or reroute any displaced Improvements so long as the result is a viable operation of the Premises for the Permitted Use.

12.4. Allocation of Condemnation Award. The Landlord is entitled to the entire amount of any award for the taking, except for compensation and damages that the Tenant is entitled to receive from the condemning authority for relocation or moving expenses and the value of its leasehold interest. Any agreement, settlement, sale, or transfer to the condemning authority requires the consent of the Landlord. The Tenant agrees to cooperate and provide any necessary instruments to facilitate the provisions of this Lease relating to condemnation.

ARTICLE 13: ASSIGNMENT AND SUBLETTING

13.1. Tenant’s Right of Assignment. Except as otherwise set forth in this Lease, Tenant shall not assign its interest in this Lease, nor sublet the Premises or any portion thereof, nor otherwise transfer or encumber this Lease or any interest therein (each, an “**Assignment**”), without first obtaining the prior written consent of Landlord, not to be unreasonably withheld, conditioned or delayed provided that such consent may be conditioned on the agreement of any transferee to be bound by the provisions of this Lease and at the time of any such proposed Assignment, an Event of Default by Tenant must not have occurred and be continuing, under any terms of this Lease. Except as expressly provided in this Lease, no Assignment will release Tenant or any successor, assign, or person holding under Tenant from any of its obligations under this Lease. Notwithstanding anything contained in the foregoing to the contrary, the Tenant shall be permitted, without the Landlord’s consent, to complete an Assignment of its interest in this Lease or sublease or other right to use of the Premises in connection with a Permitted Transfer (defined below). In the event of an Assignment or a Permitted Transfer, the Tenant shall be released from liability for its obligations under this Lease, as liability shall pass on to the assignee and or Permitted Transfer. As used in this Section, a “Permitted Transfer” shall mean any one or more of the following: (1) such assignee or sublessee with at least 25 locations and is (or as part of the underlying transaction shall become) a franchisor or franchisee of 7 Brew or (2) if such assignee or sublessee has a net worth equal to or greater than Ten Million and No/100 Dollars \$10,000,000.00 or (3) if such assignee or sublessee is an Affiliate or Subsidiary of Tenant, where “Affiliate” means any entity that controls, is controlled by, or is under common control with Tenant, and “Subsidiary” means a company owned or controlled by Tenant through majority ownership.

13.2. Landlord’s Right of Assignment. Landlord shall be free to assign its interest in this Lease and/or to convey fee title to the Premises. In the event of any assignment by the Landlord, Landlord shall provide Tenant reasonable written notice thereof. The assignee shall assume all obligations and liabilities of the Landlord under the Lease. Tenant hereby agrees to attorn and look solely to Landlord’s successors in interest, whether such interest is acquired by sale, transfer, foreclosure, deed in lieu of foreclosure, or otherwise, for all future obligations and liabilities of Landlord. The Tenant’s rights under this Lease shall continue uninterrupted and shall

not be affected by any assignment or conveyance of the Landlord's interest. Any conveyance or assignment of the Landlord's interest in this Lease or the Premises shall not release the Landlord from any further obligations or liability under this Lease.

ARTICLE 14: TENANT DEFAULT

14.1. Tenant Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

a. Tenant's failure to pay any Rent, Additional Rent, or other monetary obligations payable under this Lease when due, and such failure continues for more than ten (10) days after written notice from Landlord of such failure.

b. Tenant's failure to perform any of Tenant's nonmonetary obligations under this Lease, and the continuance of such failure for more than thirty (30) days after receipt by Tenant of written notice from Landlord identifying such failure, provided that, if such failure is of a nature that it reasonably cannot be cured within thirty (30) days, then such failure shall not constitute an Event of Default so long as Tenant: (i) commences to use good faith efforts to cure such failure within fifteen (15) days after receipt of written notice from Landlord, and (ii) reasonably pursues such cure to completion, provided however, the cure period shall not exceed one hundred twenty (120) days in any event.

c. Tenant's failure to comply with any requirement contained in Exhibits C, D, and E.

d. Tenant's failure to continuously maintain the Premises open for normal operations of the Permitted Use, subject to the terms of this Lease and Force Majeure.

14.2. Landlord's Remedies. Upon the occurrence Tenant Default, and at any time thereafter, at Landlord's option, and without limiting Landlord in the exercise of any other rights or remedies which Landlord may have at law or in equity by reason of such breach, Landlord may exercise any one or more of the following remedies:

a. Termination. Terminate this Lease by giving written notice to Tenant of Landlord's election to so terminate, in which event Tenant shall immediately surrender the Premises to Landlord and shall be liable for and shall pay to Landlord: (i) all unpaid Rent and Common Areas Maintenance Expenses which had been earned as of the date of such termination; plus (ii) all Rent reserved for the remainder of the Term (or applicable Option Term) as it becomes due and payable hereunder, less the actual Rent received by Landlord for the Premises from a third party for the applicable month in which a payment of Rent is due.

b. Possession and Option to Relet. Without terminating this Lease, re-enter the Premises and take possession of the same pursuant to an order of a court of competent jurisdiction, expel or remove Tenant and all other parties occupying the Premises, and relet the Premises on behalf of Tenant at such terms as Landlord accepts in its sole and absolute discretion and receive the Rent directly from a replacement tenant by reason of the reletting. In such event, Tenant shall pay to Landlord on demand any deficiency in the Rent

and Common Area Maintenance Costs that may arise by reason of any reletting of the Premises.

c. Removal of Tenant's Property. Remove all of Tenant's property from the Premises and store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without being deemed guilty of trespass.

14.3. Landlord Costs. In case of any Tenant Default, Tenant shall also be liable for and shall pay to Landlord upon demand all broker's fees incurred by Landlord in connection with reletting the whole or any part of the Premises; the costs of removing and storing Tenant's or other occupant's property; the costs of repairing or otherwise putting the Premises into rentable condition; and all reasonable expenses incurred by Landlord in enforcing any of Landlord's remedies, including reasonable attorneys' fees and court costs.

14.4. Waiver. The exercise of any remedy by Landlord under this provision shall not waive or affect any other remedies available to Landlord under this Lease or at law or equity.

14.5. Cumulative Remedies. The remedies provided in this provision are cumulative and in addition to any other remedies available to Landlord under this Lease, at law, or in equity.

14.6. Non-waiver. No failure or delay by Landlord in exercising any remedy under this provision shall constitute a waiver of that remedy, and no single or partial exercise of any remedy shall preclude any further exercise of that remedy or the exercise of any other remedy.

ARTICLE 15: LANDLORD DEFAULT

15.1. Landlord Default. If Landlord fails to perform any of its obligations under this Lease, Tenant shall provide Landlord with written notice specifying the nature of the default. If Landlord does not cure the default or commence reasonable efforts to cure within thirty (30) days after written notice, then Tenant may proceed with the remedies outlined below.

15.2. Tenant's Remedies. In the event of a Landlord Default, Tenant shall have the following remedies:

a. Right to Cure. Tenant shall have the right, at its sole discretion, to cure the default on behalf of Landlord. Tenant shall be entitled to reimbursement from Landlord for all reasonable expenses incurred in curing the default.

b. Rent Reduction. If Landlord's default materially interferes with Tenant's Permitted Use, Tenant may withhold or reduce Rent payments until the default is remedied.

c. Termination. Tenant may terminate this Lease and be released from any further obligations under this Lease, and to the extent permitted under Mississippi law, Landlord shall be liable for any damages incurred by Tenant because of the default, including but not limited to relocation costs, lost profits, and legal fees.

15.3. Waiver. The exercise of any remedy by Tenant under this provision shall not waive or affect any other remedies available to Tenant under this Lease or at law or equity.

15.4. Cumulative Remedies. The remedies provided in this provision are cumulative and in addition to any other remedies available to the Tenant under this Lease, at law, or in equity.

15.5. Non-waiver. No failure or delay by Tenant in exercising any remedy under this provision shall constitute a waiver of that remedy, and no single or partial exercise of any remedy shall preclude any further exercise of that remedy or the exercise of any other remedy.

ARTICLE 16: SURRENDER OF THE PREMISES

16.1. Surrender of Possession. Upon expiration or earlier termination of this Lease, Tenant shall peaceably quit and surrender to Landlord immediate possession of the Premises. If Tenant fails to immediately surrender possession of the Premises after such termination, Landlord, with or without process of law, may re-enter the Premises and repossess the same or any part thereof.

16.2. Title to and Removal of Improvements and Trade Fixtures. At all times while this Lease is in force and effect, title to the Improvements shall belong solely to the Tenant. Landlord acknowledges, consents, and agrees that all furniture, fixtures, machinery, and equipment, which are installed or placed in, on, or about the Improvements or the Premises by Tenant, its agent, or its tenants or assigns (“**Trade Fixtures**”), whether affixed to the Premises, the Improvements, or otherwise, shall be and at all times remain the property of Tenant or its assigns and may be removed, replaced or upgraded at any time during the Term or upon the expiration or earlier termination of this Lease, whether or not such Trade Fixtures may be regarded as property of Landlord by operation of law or otherwise. Upon expiration or earlier termination of this Lease, Tenant shall, at Tenant’s sole cost, promptly remove all Trade Fixtures, Improvements, additions, and alterations to or of the Premises, including, without limitation, the 7 Brew building itself. The Tenant shall also be responsible for repairing any damage and restoring the Premises to a good condition, except for normal wear and tear. If Tenant fails to remove any of the above-described property within thirty (30) days following the expiration or earlier termination of the Lease, then such shall be deemed to be abandoned and may be removed and retained by Landlord or disposed of at the cost of Tenant.

16.3. Holdover by Tenant. In the event that Tenant remains in possession of the Premises after the expiration of the Lease Term, without the written consent of the Landlord, such occupancy shall be deemed a month-to-month tenancy on the same terms and conditions as specified in the Lease, except that the monthly rent during the holdover period shall be equal to 125% of the last applicable Base Rent. Either party may terminate the month-to-month tenancy by providing thirty (30) days' written notice to the other party. The holdover period shall not be considered an extension or renewal of the Lease, and all other provisions of the Lease shall remain in full force and effect. Nothing contained in this Section shall be construed to limit any rights, remedies, or damages that Landlord may have against Tenant for unlawful holdover.

ARTICLE 17: QUIET ENJOYMENT

Subject to the terms of this Lease, upon paying the Rent and performing the other terms, covenants, and conditions of this Lease on Tenant’s part to be performed, Tenant shall and may

peaceably and quietly have, hold, occupy, possess, and enjoy the Premises during the Term without disturbance from Landlord or any party claiming by or through Landlord.

ARTICLE 18: HAZARDOUS SUBSTANCES

18.1. Tenant's Obligations. The Tenant shall comply with all applicable laws, regulations, and ordinances regarding the use, storage, handling, and disposal of hazardous substances on the Premises. The Tenant shall not knowingly generate, release, or allow the presence of hazardous substances on the Premises without the prior written consent of the Landlord. Tenant shall promptly notify Landlord in writing of any known or suspected release or spill of hazardous substances on the Premises. If any such release, discharge, or contamination of hazardous substances is caused by the Tenant's activities on the Premises, the Tenant shall promptly take all necessary actions to remediate the situation in accordance with applicable laws and regulations.

ARTICLE 19: REAL ESTATE COMMISSIONS

The Parties each represent and warrant to one another that they have not employed or engaged any brokers, consultants, or real estate agents to be involved in this transaction except Beacon Real Estate, LLC (Lee Norman), acting as Tenant's broker (the "Broker"). Landlord agrees to pay the Broker's Commission pursuant to a separate agreement.

ARTICLE 20: NOTICES AND DEMANDS

All notices and demands of any kind which either Party may be required or may desire to serve upon the other Party in connection with this Agreement shall be in writing and shall be served (as an alternative to personal service) by certified mail or overnight courier service at the addresses set forth below:

To Landlord:

City of Gautier
Attn: City Manager
3330 HWY 90
Gautier, MS 39553

With Copy to:

Bordis | Danos | Pierce
Attention: Joshua Danos
1215 Government St.
Ocean Springs, Mississippi 39564

Butler Snow, LLP
Attention: Steve Hendrix
1020 Highland Colony Parkway, Ste. 1400
Ridgeland, MS 39157

To Tenant:

Brew Crew MS, LLC

Attn: Brandon Sebald
3538 N. Highway 112, Suite 1
Fayetteville, AR 72703
Email: Brandon@7brewcrew.com

Any such notice or demand so served shall constitute proper notice hereunder upon delivery to the United States Postal Service or to such overnight courier. A Party's notice address may be updated by delivering written notice to the other Party in accordance with this Section and shall be effective ten (10) days after receipt.

ARTICLE 21: ATTORNEYS' FEES

Intentionally deleted.

ARTICLE 22: LANDLORD DISCLOSURES

Landlord represents:

- a. Landlord represents that it owns fee title to the Premises.
- b. Landlord has disclosed the existence (and restrictions contained therein) of Exhibits "C", "D", and "E".
- c. The Premises benefits from access rights over the entrances, exits, and drive aisles shown on the attached Exhibit B pursuant to enforceable easement(s) of record or recorded plat(s).
- d. Intentionally omitted.
- e. Intentionally omitted.

ARTICLE 23: SIGNAGE

To the extent not prohibited by the terms of Exhibits C, D, and E, the Tenant shall have the right, as permitted by Law, to erect independent signage on the Premises, which such signage is attached hereto as **EXHIBIT F** and has been reviewed and pre-approved by Landlord. In the event Tenant is permitted by local authorities and restrictions to use a pylon sign, the pylon sign elevations will be utilized. If local authorities or restrictions require the use of a monument sign, the monument sign elevations will be utilized.

Additionally, Tenant shall have the right to install and display at least three (3) fascia signs on the Premises. Upon termination of the Lease, the Tenant shall, at its sole cost and expense,

remove all signs and repair any damage caused to the Premises unless otherwise agreed by the parties.

ARTICLE 24: CORPORATE GUARANTY

Tenant desires to enter this Lease with Landlord, and Landlord requires assurance for s Tenant's obligations under this Lease, which shall be guaranteed by Tenant's corporate parent company, Guarantor, for the entire duration of this Lease, including any extensions, amendments, renewals, or modifications thereto. To secure the Landlord's agreement to lease the Premises, and for other good and valuable considerations, starting from the Rent Commencement Date, Guarantor hereby guarantees full payment and performance of Tenant's obligations under this Lease.

ARTICLE 25: GENERAL PROVISIONS

25.1. Binding on Successors. All the covenants, agreements, provisions, and conditions of this Lease shall ensure the benefit of and be binding upon the Parties hereto, their successors, legal representatives, and assigns.

25.2. Severability. If any term or provision of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable, to any extent, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the maximum extent permitted by law.

25.3. Entire Agreement. This Lease contains the entire agreement between the Parties concerning the subject matter hereof and shall not be modified in any manner except by a document executed by the Parties hereto or their respective successors in interest.

25.4. Captions. The captions used in this Lease are inserted as a matter of convenience only, and in no way define, limit, or describe the scope of this Lease or the intentions of the Parties hereto, and shall not in any way affect the interpretation or construction of this Lease.

25.5. No Waiver. A waiver by Landlord or Tenant of any breach of any provision of this Lease shall not be deemed a waiver of any breach of any other provision hereof or of any subsequent breach by Tenant or Landlord of the same or any other provision.

25.6. Time of Essence. Except as specifically provided to the contrary herein, time is of the essence regarding every provision of this Lease. Unless otherwise specified, in computing any period described herein, the day of the act or event after which the designated period begins to run is not to be included. If the period by which any notices, acts, or payments required hereunder must be delivered, performed, or paid expires on a Saturday, Sunday, or legal holiday, then such time shall be automatically extended to the close of business on the next business day. The last day of any period described herein shall be deemed to end at 11:59 p.m. Central Standard Time.

25.7. Governing Law and Venue. This Lease shall be governed by and construed in accordance with the laws of the State of Mississippi without regard for principles of conflicts of law. Any legal action or proceeding arising out of or relating to this Lease shall be brought

exclusively in the state courts located in Jackson County, Mississippi. Each party hereby irrevocably submits to the exclusive jurisdiction of such courts and waives any objections, including any based on inconvenient forum. Because Landlord is a political subdivision of the State of Mississippi, it is acknowledged by the parties that the Landlord enters this agreement only to the extent permitted under the laws of the State of Mississippi.

25.8. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed original but all of which shall constitute one and the same document. Signatures by facsimile or scanned and emailed signatures shall have the same force and effect as an original signature.

25.9. No Third-Party Rights. The terms and provisions of this Lease shall not be deemed to confer any rights upon, nor obligate any Party hereto too, any person or entity other than the Parties hereto, their successors, and assigns.

25.10. Memorandum of Lease. Upon the Effective Date, Tenant and Landlord shall execute a Memorandum of Lease, attached hereto as **Exhibit G**. The Memorandum of Lease shall be delivered to the Tenant, who shall cause it to be recorded upon completion of the Due Diligence Period. In no event shall this Lease be recorded in its entirety.

25.11. Estoppel Certificates. Landlord and Tenant agree that within fifteen (15) days after receipt of a written request from either to the other, the Party receiving the request will execute and deliver to the other a certificate in form and substance mutually acceptable to the Parties certifying: (i) that this Lease is unmodified and in full force and effect, or, if modified, stating the nature of the modifications and that, as so modified, this Lease is in full force and effect; (ii) the date to which the Rent and other charges hereunder are paid in advance, if any; (iii) the then-scheduled expiration date of the Term and the number and duration of any unexercised, unexpired Option Terms; (iv) that, to the certifying Party's knowledge, as of the date of the certificate, there are no uncured defaults hereunder on the part of the requesting Party or specifying such defaults as are claimed by the certifying Party; and (v) as to such other factual matters as may be reasonably requested by the requesting Party.

25.12. Due Authorization. Each person executing this Lease on behalf of Landlord and Tenant, respectively, warrants and represents that the Party for whom he or she is acting has been duly formed, is in good standing, and has duly authorized the transactions contemplated herein and the execution of this Lease by him or her and that, when so executed, this Lease shall constitute a valid and binding obligation of the Party on whose behalf it is so executed.

25.13. Relationship of Parties. Nothing contained in this Lease shall be deemed to create a partnership or joint venture between Landlord and Tenant, and Landlord and Tenant's relationship in this Lease shall be deemed to be one of landlord and tenant only.

25.14. Due Existence.

a. Landlord hereby acknowledges, confirms, and agrees that it is a duly organized and validly existing political subdivision of the State of Mississippi, created in

accordance with the laws of the State of Mississippi and that it is in good standing under the laws of the State of Mississippi. Landlord further acknowledges, confirms, and agrees that (i) it has been authorized by all necessary company action to enter into this Lease, (ii) the entry into this Lease by Landlord and performance of all obligations to be performed by Landlord hereunder will not violate the terms of any governing documents of the Landlord, or any other agreements or arrangements to which the Landlord may be a party, and (iii) the individual executing this Lease on behalf of the Landlord is duly authorized to do so.

b. Tenant hereby acknowledges, confirms, and agrees that it is a duly organized and validly existing limited liability company created in accordance with the laws of the State of Arkansas and that it is in good standing under the laws of its state of organization and qualified to do business in the state where the Premises are located. Tenant further acknowledges, confirms, and agrees that (i) it has been authorized by all necessary company action to enter into this Lease, (ii) the entry into this Lease by Tenant and performance of all obligations to be performed by Tenant hereunder will not violate the terms of any governing documents of the Tenant, or any other agreements or arrangements to which the Tenant may be a party, and (iii) the individual executing this Lease on behalf of the Tenant is duly authorized to do so.

25.15. Incorporation; Interpretation. All exhibits attached to this Lease are hereby incorporated herein as though set forth in full in this Lease itself. Each Party has had the opportunity to participate in the negotiation and drafting of this Lease and has had the opportunity to have the Lease reviewed by its own legal counsel. The rule of interpretation requiring that any ambiguities be interpreted against the drafting party shall not apply to this Lease.

25.16. Anti-Terrorism Warranties. Landlord represents and warrants that Landlord is not, and shall not become, a person or entity with whom Tenant is restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury (including, but not limited to, those named on OFAC’s Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to the September 24, 2001, Executive Order Blocking Premises and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities. Tenant represents and warrants that Tenant is not, and shall not become, a person or entity with whom Landlord is restricted from doing business with under regulations of OFAC of the Department of the Treasury (including, but not limited to, those named on OFAC’s Specially Designated and Blocked Persons list) or under any statute, executive order (including, but not limited to, the September 24, 2001, Executive Order Blocking Premises and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transaction or be otherwise associated with such persons or entities.

25.17. Force Majeure. If either Party hereto, including Tenant, shall be delayed, hindered, or prevented from performing any act required hereunder due to circumstances beyond their reasonable control, including but not limited to casualty, inclement weather, strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or

regulations, riots, insurrection, war, pandemic, terrorist threat or attack (each a “**Force Majeure Delay**”), the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, in any Force Majeure Delay situation, this provision shall not operate to excuse Tenant from the obligation to pay Rent or any other amount due under the terms of this Lease when the same is due, unless otherwise mutually agreed in writing. However, the Parties acknowledge that extraordinary circumstances may arise, and in the event of a Force Majeure Delay results in closures affecting the Tenant’s ability to operate and generate income, the Parties shall engage in good-faith discussions to explore mutually agreeable solutions regarding rent payments during the period of the delay and the Landlord agrees to consider reasonable accommodations, such as rent payment plans or adjustments to alleviate undue financial burdens caused by closures.

25.18. Rider. The Lease Rider (the “Rider”) attached hereto as **Exhibit H** is incorporated into this Lease and in the event of any conflict between this Lease and the Rider, the terms of the Rider shall control.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the dates set forth below.

LANDLORD:

CITY OF GAUTIER, MISSISSIPPI

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

BREW CREW MS, LLC d/b/a 7 Brew, an Arkansas limited liability company.

By: _____

Print Name: _____

Print Title: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

The Legal Description shall be inserted into this Agreement during the Due Diligence period, but shall generally be confined to the area identified in green as the leasehold on Exhibit “B”.

EXHIBIT B

SITE PLAN



EXHIBIT C

REDEVELOPMENT AGREEMENT

EXHIBIT D

BELK DECLARATIONS

EXHIBIT E

TOWN COMMONS DECLARATION

EXHIBIT F

PROPOSED PYLON/DIRECTIONAL SIGNAGE

EXTERIOR

PYLON

SCALE: 3/8"=1'



SCALE: 3/16"=1'

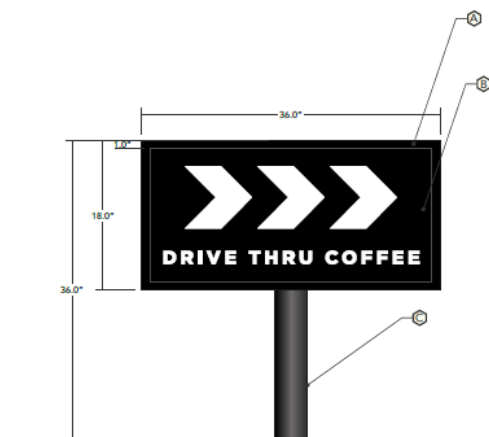


- A** D/F ALUMINUM FLEX FACE PYLON CABINET
 - BLACK PAINTED CABINET AND SIDE TRIM
 - BLUE FALK NEON AROUND OUTSIDE OF CABINET
 - INTERNAL LED ILLUMINATION
- B** BLEED FACE FLEX FACES
 - ARTWORK CREATED WITH TRANSLUCENT VINYL
- C** STRUCTURAL PIPE
 - DIAMETER AND STAGING DETERMINED BY ENGINEERING
 - PAINTED BLACK

SCALE: 1 1/2" = 10' CREATED: 01/24/22 APPROVED BY:

SAL. S: SHALIN CRAWFORD 800.845.9927
DESIGN: R. HICKS

CLIENT: SEVEN BREW COFFEE 87547 DRAWING #: 2035424-1 op2
LOCATION: 1415 W BATTLEFIELD ST, SPRINGFIELD, MO 65807 REVDATE: N/A REV_0



- A** D/F INTERNALLY LED ILLUMINATED ALUMINUM CABINET WITH BLACK PAINTED TRIM AND RETURN
- B** REVERSE CUT BLACK VINYL AND TRANSPARENT GRAPHICS APPLIED TO ACRYLIC FACES
- C** BLACK PAINTED PFE



EXHIBIT G

MEMORANDUM OF LEASE

This is a Memorandum of Lease regarding an unrecorded lease (“**Lease**”) dated the _____ day of _____, 2026, by and between **CITY OF GAUTIER** (“**Landlord**”) and **BREW CREW MS, LLC**, an Arkansas limited liability company, d/b/a 7 Brew (“**Tenant**”).

RECITALS:

For good and valuable consideration, Landlord has leased to Tenant and Tenant has leased from Landlord certain real property situated in Jackson County, Mississippi more particularly described on attached Schedule 1 (“**Premises**”).

The Lease provides for the following:

1. The Term of the Lease will commence on the Rent Commencement Date and will expire no later than midnight on the tenth anniversary of Rent Commencement.
2. The Tenant has the right on certain conditions to extend the term for four additional, consecutive periods of 5 years each.
- .
3. The interest of Landlord in the Premises will not be subject to liens for improvements made by or for the account of Tenant.

This Memorandum is not a complete summary of the Lease. Provisions in this Memorandum shall not be used to interpret the provisions of the Lease, and, in the event of conflict between this Memorandum and the Lease, the Lease shall control.

{Remainder of Page Intentionally Left Blank; Signatures to Follow}

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Lease as of the date stated above.

LANDLORD:

CITY OF GAUTIER

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2026, before me, the undersigned Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, (being the person authorized by said limited liability company to execute such instrument, stating [his/her] capacity in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that [he/she] was the _____ of CITY OF GAUTIER, and was duly authorized in [his/her] capacity to execute the foregoing instrument(s) for and in the name and behalf of said limited liability company, and further stated and acknowledged that [he/she] had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2026.

(Notary Public)

TENANT:

BREW CREW MS, LLC, an Arkansas limited liability company

By: _____

Name: Brandon Sebald

Title: Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS)

) ss.

COUNTY OF WASHINGTON)

On this _____ day of _____, 2026, before me, the undersigned Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Brandon Sebald, (being the person authorized by said limited liability company to execute such instrument, stating [his/her] capacity in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he was the Manager of BREW CREW MS, LLC, an Arkansas limited liability company, and was duly authorized in his capacity to execute the foregoing instrument(s) for and in the name and behalf of said limited liability company, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2026.

(Notary Public)

EXHIBIT H
TO THE BREW CULTURE FRANCHISE, LLC
FRANCHISE AGREEMENT

LEASE RIDER

LEASE PROVISIONS FOR 7 BREW STORE FRANCHISES

The following provisions must be inserted into the lease for the Store you will operate under the “7 BREW” brand (the “**Lease**”). You may add this language via a rider or addendum to your Lease as long as the rider or addendum is signed by both the tenant and the landlord. Please send us a copy of the signed Lease and any riders or addenda.

REQUIRED LANGUAGE:

A. During the Term of the franchise agreement (the “**Franchise Agreement**”) between Tenant and **BREW CULTURE FRANCHISE, LLC** (“**Franchisor**”), Tenant will use the premises only to operate a 7 BREW Store.

B. Landlord will send to Franchisor copies of all default notices, and all notices of Landlord’s intent to terminate the Lease (or any rights of Tenant under the Lease) or evict Tenant from the leased premises, simultaneously with sending such notices to Tenant. Such copies must be sent to:

Brew Culture Franchise, LLC
2 North College Avenue
Fayetteville, Arkansas 72701
Attn: Legal Department

C. Tenant may assign or sublet the Lease to Franchisor or its affiliates upon expiration or termination of the Franchise Agreement, and Landlord will not withhold its consent to this assignment or sublet. Landlord will not impose or assess any assignment or subletting fee or similar payment or accelerate rental payments under the Lease in connection with the assignment or sublet.

D. Franchisor or its affiliates may enter the premises to make any modifications or alterations necessary to protect the Franchise System and the Marks or to cure any default under the Franchise Agreement or Lease at any time and without prior notice to Landlord.

E. Tenant will not assign or sublease the premises, renew or extend the term of the Lease, or modify the Lease in any manner without Franchisor’s prior written approval.

F. Upon the occurrence of any of the following:

(1) a default by Tenant under the Lease (whether or not Landlord intends to terminate the Lease due to that default), the Franchise Agreement, or any document or instrument securing or relating to the Franchise Agreement, or

(2) the termination of the Franchise Agreement before its term expires by Franchisor or by Tenant for any reason other than an uncured default by Franchisor,

Franchisor will have the right (but no obligation), exercisable upon delivery of written notice to Tenant and Landlord, to compel an assignment or sublet of the Lease, and all of Tenant's rights under the Lease, to Franchisor or to an assignee or sublessee of Franchisor's choice, at Franchisor's option. If Franchisor (or its assignee or sublessee) exercises the rights under this paragraph (F), Tenant will have no further right, title, or interest under the Lease or to the leased premises but will remain solely liable to Landlord for all rents, charges, and other obligations under the Lease accruing before the date upon which Franchisor (or its assignee or sublessee) assumes possession of the leased premises.

In addition, upon the occurrence of either (1) or (2) above, Franchisor (or its assignee) will have the right, at its cost and expense, to possess the leased premises for a period not to exceed sixty (60) days from the first day of its possession, and to operate the 7 BREW Store at the leased premises during such timeframe, without having to formally assume the Lease, to cure any of the Tenant's defaults under the Lease before the date of its possession, or to compensate Landlord for any damages it incurred on account of the termination of the Lease due to Tenant's defaults, provided, however, Franchisor (or its assignee) agrees to pay rent due under the Lease during the period it actually possesses the leased premises and to perform the other terms, covenants, obligations, and conditions of the Lease that arise while it possesses the leased premises.

At any time within or at the conclusion of the sixty (60) day period during which Franchisor has the right to possess the premises, Franchisor may notify Landlord of its election to formally assume the terms, covenants, obligations, and conditions of the Lease for the remainder of the Lease term, together with any applicable renewal options. In such event, Franchisor (or its assignee) and Landlord will enter into an agreement to document such assumption. Franchisor (or its assignee) is not a party to, and will have no liability under, the Lease (except for its performance obligations during the timeframe it possesses the demised premises), unless and until said Lease is formally assigned to, and formally assumed by, Franchisor (or its assignee) as herein provided. As a condition of the formal assignment of the Lease to Franchisor (or its assignee), Landlord may require Franchisor (or its assignee) to cure any of the Tenant's monetary defaults under the Lease before the Lease was terminated.

G. Franchisor is an intended third-party beneficiary under the provisions set forth above with independent rights to enforce them, and neither Landlord nor Tenant may alter or limit any of those provisions without Franchisor's prior written approval.

Beacon Real Estate, LLC
140 Mayfair Road, Suite 700
Hattiesburg, MS 39402

City of Gautier
7 Brew Coffee Ground Lease
Gautier, MS

RE: 7 Brew Coffee – Gautier, MS

Brew Crew MS, LLC, and or successors or assigns (“Tenant”)

This Commission Agreement (“Agreement”) is entered into as of this ____ day of September, 2026, by and between City of Gautier and or successors or assigns (“Owner”) and Beacon Real Estate, LLC (“Broker”) with respect to the lease between Owner and Tenant at the above referenced Property.

1. Agreement to Pay Commission: Owner hereby agrees to pay a real estate commission to Broker in the sum of SIX PERCENT (6%) of the aggregate base rent amount due during the initial lease term.
2. Payment of Commission: The commission shall be due and payable to Broker one half (1/2) within thirty (30) days of lease execution, one half (1/2) within thirty (30) days of the earlier to occur of Tenant opening for business or Tenant paying its first month’s rent.
3. Successors and Assigns: Broker is to be named in the Lease as the Broker entitled to a commission and the obligation to pay and the right to receive any of the commission described above shall inure to the benefit and obligation of the respective heirs, successors, and/or assigns of Owner or Broker. In the event of a sale or an assignment of Property, which includes Tenant’s demised premises, Owner agrees to secure from the purchaser or assignee a written recordable agreement under which the new owner or assignee assumes payment to Broker of all commissions payable hereunder
4. Tenant Performance: Broker shall not be required to make any investigations, warranty or representation with respect to the financial condition of any proposed tenant or its ability to perform its obligations under the lease. By recognizing Broker as being entitled to a commission, Owner does not expect, depend or rely upon any warranty, representation or investigation by Broker of the financial condition of any proposed tenant or its ability to perform its obligations under the lease.
5. Term: The term of this Agreement shall be one (1) year (three hundred sixty-five (365) days) from the date of this Agreement and shall be extended thereafter for so long as negotiations between the Owner and the Tenant shall continue. Notwithstanding the expiration or termination of this Agreement, in the event a Lease Agreement shall be executed between the Owner and the Tenant at any time within one hundred eighty (180) days thereafter, the obligations on the part of the Owner set forth herein shall survive and shall be binding on the Owner with respect to such lease.
6. Default: In the event Owner fails to make payments within the time limits set forth herein, then from the date due until paid, the delinquent amount shall bear interest at the rate of one and one-half percent (1-1/2%) per month. If Broker shall engage an attorney to collect any unpaid amount due hereunder, the Owner shall pay to Broker, in addition to such unpaid amount plus interest, a reasonable attorney fee and all expenses incurred by such attorney in connection with collection of such amount so due.

7. Other Terms: The lease(s) evidencing this transaction shall provide that should any part of the Commission not be paid within thirty (30) days from its due date, Beacon Real Estate, LLC may notify Tenant of Owner's non-payment and Tenant shall have the right to pay the unpaid commission amount directly to Beacon Real Estate, LLC as an offset against any rent due under the Lease(s).

APPROVED this ____ day of September, 2026

APPROVED this ____ day of September, 2026

Broker: Beacon Real Estate, LLC

Owner: City of Gautier

By: _____

By: _____

Its: _____

Its: _____

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

Council Meeting: September 1, 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 September 1, 2026.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RJ YOUNG COMPANY LLC	263357	09/01/2026	08/25/2026			164.90	
	Account Number 001-161-698	Description UNL_J9T600-01 RENTAL FEE		Invoice # INV8205088	Date 08/24/2026	P.O.	Amount	164.90
001	GLOBALSTAR	263359	09/01/2026	08/25/2026			105.01	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 118784760	Date 08/16/2026	P.O.	Amount	105.01
001	SPARKLIGHT	263360	09/01/2026	08/25/2026			62.38	
	Account Number 001-100-699	Description AUG 2026:CBL BOX 28848		Invoice # 08082026	Date 08/11/2026	P.O.	Amount	62.38
001	AT&T	263362	09/01/2026	08/25/2026			39.02	
	Account Number 001-100-699	Description NCIC MONITORING		Invoice # 2284970262	Date 08/14/2026	P.O.	Amount	39.02
001	AGJ SYSTEMS & NETWORKS INC	263369	09/01/2026	08/25/2026			5,456.85	
	Account Number 001-092-606	Description AUG 2026: MSP COMP/ENDPT DET		Invoice # MSP-134613	Date 09/01/2026	P.O.	Amount	4,340.00
	001-092-606	AUG 2026: MS365 E-64; B-36		134709	09/01/2026			649.60
	001-092-606	AUG 2026: LITIGATN HOLD (15)		134709	09/01/2026			47.25
	001-092-606	AUG 2026: BACKUP SERVER (2)		133733	09/01/2026			420.00
001	RIDGDELL BROS INC	263371	09/01/2026	08/25/2026			2,604.99	
	Account Number 001-201-679	Description SEP 2026 LAWN MNT:HWY 90 INTS		Invoice # 23085756	Date 08/13/2026	P.O.	Amount	983.33
	001-201-679	SEP 2026 LAWN MNT: S HWY 90		23085758	08/13/2026			615.00
	001-092-680	SEP 2026 BED MNT: ENT SIGNS		23085759	08/13/2026			1,006.66
001	M & E FEED & SEED	263373	09/01/2026	08/25/2026			39.99	
	Account Number 001-100-514	Description DOG FOOD (1)		Invoice # 4942	Date 07/14/2026	P.O.	Amount	39.99
001	FUELMAN	263374	09/01/2026	08/25/2026			4,173.30	
	Account Number 001-090-525	Description UNL FUEL		Invoice # NP70984739	Date 08/17/2026	P.O.	Amount	207.91
	001-100-525	UNL FUEL		NP70984739	08/17/2026			3,002.81
	001-161-525	UNL&DSL FUEL		NP70984739	08/17/2026			705.41
	001-170-525	UNL FUEL		NP70984739	08/17/2026			257.17
001	MS FIRE ACADEMY	263375	09/01/2026	08/25/2026			290.00	
	Account Number 001-161-681	Description MSFA AGILITY TEST: HARRISON		Invoice # 14757	Date 08/06/2026	P.O.	Amount	20.00
	001-161-681	MSFA AGILITY TEST: SCARDINO		14757	08/06/2026			20.00
	001-161-681	MSFA AGILITY TEST: GOFF		14892	08/21/2026			250.00
001	SBM REPORTING LLC	263377	09/01/2026	08/25/2026			200.00	
	Account Number 001-090-698	Description PLANNING MGT 8/6/2026		Invoice # MB26092	Date 08/17/2026	P.O.	Amount	200.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	263378	09/01/2026	08/25/2026			4,375.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP71009917	08/24/2026			44.11	
	001-100-525	UNL FUEL	NP71009917	08/24/2026			3,086.05	
	001-161-525	UNL&DSL FUEL	NP71009917	08/24/2026			730.19	
	001-170-525	UNL FUEL	NP71009917	08/24/2026			471.78	
	001-205-525	UNL FUEL	NP71009917	08/24/2026			43.62	
001	ALEXIS ZELAYA	263380	09/01/2026	08/25/2026			340.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	PER DIEM ADV: LVL 1 SWAT	09072026	08/18/2026			340.00	
001	CORY M SHUMOCK	263381	09/01/2026	08/25/2026			340.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	PER DIEM ADV: LVL 1 SWAT	09072026	08/18/2026			340.00	
001	DEMARION D WILLIAMS	263382	09/01/2026	08/25/2026			340.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	PER DIEM ADV: LVL 1 SWAT	09072026	08/18/2026			340.00	
001	SAGE R SHERMAN	263383	09/01/2026	08/25/2026			340.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	PER DIEM ADV: LVL 1 SWAT	09072026	08/18/2026			340.00	
001	C SPIRE WIRELESS	263398	09/01/2026	08/26/2026			665.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-605	POLICE CELL PHONES	0032680896	08/11/2026			321.00	
	001-100-606	ERC 7/11/26 DATA CARDS (5)	0032680896	08/11/2026			172.40	
	001-100-606	DATA CARDS (5)	0032680896	08/11/2026			172.40	
001	SINGING RIVER ELECTRIC COOPERATIVE	263399	09/01/2026	08/26/2026			571.69	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-631	BROWN FD 95237002	08152026	08/21/2026			571.69	
001	CAN'T MISS EMBROIDERY	263409	09/01/2026	08/26/2026			59.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-535	EMBROIDER LOGO - POLO (3)	30383	08/19/2026	261300		25.50	
	001-090-535	EMBROIDER LOGO - TSHIRT (4)	30383	08/19/2026	261300		34.00	
001	ACTION PRINTING CENTER INC	263411	09/01/2026	08/26/2026			294.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	BUSINESS CARD (250): WARD,B	7165	08/06/2026	261232		47.00	
	001-100-559	BUSINESS CARD (250): HEARN	7165	08/06/2026	261232		47.00	
	001-001-559	BUSINESS CARD (500): MAYOR	7304	08/26/2026	261292		100.00	
	001-021-559	BUSINESS CARD (500): BILBO	7304	08/26/2026	261292		100.00	
001	MS FIRE ACADEMY	263412	09/01/2026	08/26/2026			1,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	MSFA FF 1010: DODSON,A	14794	08/07/2026	261029		500.00	
	001-161-681	MSFA FF 1010: RUSSELL,M	14794	08/07/2026	261030		500.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COASTAL PAINTING & GENERAL	263413	09/01/2026	08/26/2026			1,300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-577	PAINT GOAL POST (2): BACOT		1148	08/14/2026	261298		1,300.00
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	263415	09/01/2026	08/26/2026			36.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	2X10 ENGRAVED NAME PLATE(3)		2607091	07/28/2026	261252		36.00
001	SOUTHERN TIRE MART LLC DEPT 143	263420	09/01/2026	08/26/2026			2,057.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	225/70R19.5/14 TIRE (5):C-33		2500216735	08/13/2026	261328		1,555.55
	001-161-638	WASTE TIRE FEE (5)		2500216735	08/13/2026	261328		10.00
	001-161-638	TIRE CHANGE (5): LABOR		2500216735	08/13/2026	261328		200.00
	001-161-638	BALANCE TIRE (5): LABOR		2500216735	08/13/2026	261328		190.00
	001-161-638	VALVE STEM (5)		2500216735	08/13/2026	261328		34.75
	001-161-638	TIRE DISPOSAL FEE (5)		2500216735	08/13/2026	261328		35.00
	001-161-638	SHOP SUPPLIES		2500216735	08/13/2026	261328		9.50
	001-161-638	F.E.T. (5): COM 33		2500216735	08/13/2026	261328		22.20
001	AMAZON CAPITAL SERVICE	263422	09/01/2026	08/26/2026			870.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-559	SWAMP COOLER TABLET 12CT		1MJ3X1PTXM	08/14/2026	261343		79.99
	001-205-559	1750A JUMP STARTER BATTERY		1MJ3X1PTXM	08/14/2026	261343		171.89
	001-161-639	HNDHLD 100W SIREN CNTRLR(2)		1CFFRL46PN	08/17/2026	261336		562.18
	001-161-639	PROMOTION		1CFFRL46PN	08/17/2026	261336		-28.11
	001-161-575	FUND FFIGHTER SKILLS 5TH ED		IDG3MF6XGT	08/25/2026	261354		84.29
001	TRI-TECH FORENSICS INC	263425	09/01/2026	08/26/2026			131.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	MS EVIDENCE COLL KIT (5)		01376040	07/27/2026	260830		121.25
	001-100-559	FREIGHT		01376040	07/27/2026	260830		10.25
001	COASTAL FIRE AND SAFETY LLC	263431	09/01/2026	08/27/2026			1,300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FIRE ALARM FACP CERT: CHALL		39344	08/26/2026			250.00
	001-092-698	SPRINKLER INSP/CERT: CHALL		39344	08/26/2026			150.00
	001-100-699	FIRE ALARM FACP CERT: GPD		39344	08/26/2026			300.00
	001-100-699	SPRINKLER INSP/CERT: GPD		39344	08/26/2026			150.00
	001-161-698	FIRE ALARM FACP CERT: WFD		39344	08/26/2026			300.00
	001-161-698	SPRINKLER INSP/CERT: WFD		39344	08/26/2026			150.00
001	COASTAL FIRE AND SAFETY LLC	263432	09/01/2026	08/27/2026			376.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-639	F-EXT SERV BASE CHG:CH COMPLX		39345	08/26/2026			75.00
	001-092-639	FIRE EXT FE INSP (15)		39345	08/26/2026			52.50
	001-092-559	FIRE EXT ABC 5# W/ WALL MNT		39345	08/26/2026			65.00
	001-161-639	F-EXT SERV BASE CHG: FD		39345	08/26/2026			25.00
	001-161-639	FIRE EXT FE INSP (11)		39345	08/26/2026			38.50
	001-100-639	F-EXT SERV BASE CHG:PD/SUBSTN		39345	08/26/2026			50.00
	001-100-639	FIRE EXT FE INSP (9)		39345	08/26/2026			31.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COASTAL FIRE AND SAFETY LLC	263432	09/01/2026	08/27/2026			376.50	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	F-EXT SERV BASE CHG: SR CNTR		39345	08/26/2026			25.00
	001-170-639	FIRE EXT FE INSP (4)		39345	08/26/2026			14.00
001	DOUBLE R GAUTIER LLC	263435	09/01/2026	08/27/2026			308.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	24PK BOTTLED WATER (83): REC		350629	08/14/2026	261344		304.61
	001-170-559	24PK BOTTLED WATER (1)		350629	08/14/2026	261344		3.39
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	263437	09/01/2026	08/27/2026			2,711.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	UA DUTY BOOTS: FREMIN,J		AR001157	03/25/2026	260725		145.00
	001-161-535	BLR FLEXPOR Nvy LS SUPERSHIRT		AR007770	08/27/2026	260922		70.00
	001-161-535	BLR FLEXPOR Nvy CLASSIC PANT		AR007770	08/27/2026	260922		70.00
	001-161-535	THOROGOOD OXFORD DRESS SHOE		AR007770	08/27/2026	260922		89.00
	001-161-535	ROTHCO CLIP NECKTIE 20"		AR007770	08/27/2026	260922		9.99
	001-161-535	REEVES NAME PLATE		AR007770	08/27/2026	260922		20.00
	001-161-535	REEVES DBL SERVICE PIN		AR007770	08/27/2026	260922		20.00
	001-161-535	GFD SILVER LETTER		AR007770	08/27/2026	260922		18.36
	001-161-535	MISS SILVER LETTER		AR007770	08/27/2026	260922		21.50
	001-161-535	BLR FLEXPOR Nvy LS SUPERSHIRT		AR003751	05/01/2026	260923		70.00
	001-161-535	BLR FLEXPOR Nvy CLASSIC PANT		AR003751	05/01/2026	260923		70.00
	001-161-535	THOROGOOD OXFORD DRESS SHOE		AR003751	05/01/2026	260923		89.00
	001-161-535	ROTHCO CLIP NECKTIE 20"		AR003751	05/01/2026	260923		9.99
	001-161-535	POLISHED REEVES NAME PLATE		AR003751	05/01/2026	260923		20.00
	001-161-535	POLISHED REEVES DBL SERV PIN		AR003751	05/01/2026	260923		20.00
	001-161-535	GFD SILVER LETTER		AR003751	05/01/2026	260923		18.36
	001-161-535	MISS SILVER LETTER		AR003751	05/01/2026	260923		21.50
	001-161-535	GILDAN XL TSHIRT SPRT GRY (4)		AR003860	05/22/2026	261014		18.00
	001-161-535	GILDAN LG TSHIRT SPRT GRY (4)		AR003860	05/22/2026	261014		18.00
	001-161-535	SPRT TEK MESH PKT SHORT Nvy (8)		AR003860	05/22/2026	261014		127.92
	001-161-535	MERRELL MID TAC BOOT: OXNER		AR005030	06/16/2026	261104		149.00
	001-161-535	BLR FLEXPOR WHT LS SUPERSHIRT		AR005563	07/01/2026	261079		79.00
	001-161-535	BLR SGL BRST DRESS COAT BLK		AR005563	07/01/2026	261079		186.99
	001-161-535	BLR FLEXPOR BLK PANT		AR005563	07/01/2026	261079		70.00
	001-161-535	TACTICAL CLIP TIE		AR005563	07/01/2026	261079		12.00
	001-161-535	BLR FLEXPOR Nvy LS SUPERSHIRT		AR005962	07/13/2026	261139		70.00
	001-161-535	20" CLIP NECKTIE Nvy		AR005962	07/13/2026	261139		9.99
	001-161-535	BLR FLEXPOR Nvy CLASSIC PANT		AR005962	07/13/2026	261139		70.00
	001-161-535	9.5M OXFORD DRESS SHOE BLK		AR005962	07/13/2026	261139		89.00
	001-161-535	REEVES NAME PLATE		AR005962	07/13/2026	261139		20.00
	001-161-535	REEVES DBL SERVICE PIN		AR005962	07/13/2026	261139		20.00
	001-161-535	SMITH-WARREN C501S LTR: MISS		AR005962	07/13/2026	261139		21.50
	001-161-535	SMITH-WARREN C501S LTR: GFD		AR005962	07/13/2026	261139		18.36
	001-161-535	BLR FLEXPOR Nvy LS SUPERSHIRT		AR005958	07/13/2026	261140		70.00
	001-161-535	20" CLIP ON NECKTIE Nvy		AR005958	07/13/2026	261140		9.99
	001-161-535	BLR FLEXPOR Nvy CLASSIC PANT		AR005958	07/13/2026	261140		70.00
	001-161-535	10M OXFORD DRESS SHOE BLK		AR005958	07/13/2026	261140		89.00
	001-161-535	REEVES NAME PLATE		AR005958	07/13/2026	261140		20.00
	001-161-535	REEVES DBL SERVICE PIN		AR005958	07/13/2026	261140		20.00
	001-161-535	SMITH-WARREN C501S LTR: MISS		AR005958	07/13/2026	261140		21.50
	001-161-535	SMITH-WARREN C501S LTR: GFD		AR005958	07/13/2026	261140		18.36

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	263437	09/01/2026	08/27/2026			2,711.55	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	BLR SNGL BRST DRESS COAT NAVY	AR007768	08/24/2026	260951	186.99		
	001-161-535	BLR FLEXPOR WHT LS SUPERSHIRT	AR007768	08/24/2026	260951	79.00		
	001-161-535	BLR FLEXPOR NAVY CLASSIC PANT	AR007768	08/24/2026	260951	70.00		
	001-161-535	ROTHCO CLIP NECKTIE NAVY	AR007768	08/24/2026	260951	9.99		
	001-161-535	KORE EDC GUN BELT BLACK	AR007768	08/24/2026	260951	59.95		
	001-161-535	GOLD GAUTIER FD BADGE	AR007768	08/24/2026	260951	121.40		
	001-161-535	REEVES NAME PLATE	AR007768	08/24/2026	260951	25.00		
	001-161-535	REEVES DBL SERVICE PIN	AR007768	08/24/2026	260951	25.00		
	001-161-535	GFD GOLD LETTER	AR007768	08/24/2026	260951	20.00		
	001-161-535	MISS GOLD LETTER	AR007768	08/24/2026	260951	22.91		
	001-161-535	STRIPES PER SLEEVE (2)	AR007768	08/24/2026	260951	10.00		
FUND TOTAL	1 Claims	to	Checks	29 Total	30,553.97 Manual	Held	Total	30,553.97

Docket of Claims
Release date from 09/01/2026 thru 09/01/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	RIDGDELL BROS INC	263372	09/01/2026	08/25/2026			5,140.74	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	004-510-680	SEP 2026 LAWN MNT: SOUND	23085757	08/13/2026			3,695.83	
	004-510-699	SEP 2026 GNAT-INSECT APPL	23085760	08/13/2026			267.00	
	004-510-680	SEP 2026 CHEMICAL APP: SOUND	23085761	08/13/2026			1,177.91	
FUND TOTAL	4 Claims	to	Checks	1 Total	5,140.74 Manual	Held	Total	5,140.74

Docket of Claims
Release date from 09/01/2026 thru 09/01/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	AMAZON CAPITAL SERVICE	263423	09/01/2026	08/26/2026			459.62	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	COMM ADJUST WEIGHT BENCH	16YFWXYWFQ	08/13/2026	261319		196.64	
	156-100-799	HEALTH & FITNESS ROMAN CHAIR	16YFWXYWFQ	08/13/2026	261319		149.99	
	156-100-799	CABLE MACHINE ATTACHMENTS	16YFWXYWFQ	08/13/2026	261319		112.99	
FUND TOTAL 156 Claims	to	Checks	1 Total	459.62 Manual	Held	Total	459.62	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	RIDGDELL BROS INC	263418	09/01/2026	08/26/2026			11,300.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	171-176-779	REPR WATER LEAK: SITE #15	23085793	08/25/2026	261339		2,000.00	
	171-176-779	REPR WATER LEAK: SITE #25	23085793	08/25/2026	261339		2,000.00	
	171-176-779	REPR WTR LINE @ RD NEAR #29	23085793	08/25/2026	261339		4,000.00	
	171-176-779	REPR WTR LINE NEAR MNT BLDG	23085793	08/25/2026	261339		2,000.00	
	171-176-779	ADDTL ASPHALT: NEAR #29	23085793	08/25/2026	261339		1,300.00	
FUND TOTAL 171 Claims	to	Checks	1 Total	11,300.00	Manual	Held	Total	11,300.00

Docket of Claims
Release date from 09/01/2026 thru 09/01/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	263364	09/01/2026	08/25/2026			3,279.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	AUG 2026 LIBRARY SUPPORT		08252026	08/25/2026			3,279.81
FUND TOTAL 172 Claims	to	Checks	1 Total	3,279.81	Manual		Held	Total 3,279.81

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AT&T	263363	09/01/2026	08/25/2026			183.12	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MTHLY SERV 2 LINES	2284972244	08/14/2026			183.12	
176	AD2 INC	263366	09/01/2026	08/25/2026			722.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOSTING FEE AUG 2026	4271	08/15/2026			52.20	
	176-170-699	SHOPPING CART	4271	08/15/2026			320.00	
	176-170-699	WEBSITE MAINT 07/15-08/14/26	4271	08/15/2026			350.00	
176	GOODGAMES INC	263410	09/01/2026	08/26/2026			220.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	ACM SIGN(4):DO NOT FEED WLDLF	115563	08/07/2026	261299		220.00	
176	AMAZON CAPITAL SERVICE	263424	09/01/2026	08/26/2026			29.78	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	SNAKE BITE GAITER CHAPS: SSP	1CHLTWCCPC	08/14/2026	261335		22.79	
	176-170-559	SHIPPING	1CHLTWCCPC	08/14/2026	261335		6.99	
176	COASTAL FIRE AND SAFETY LLC	263433	09/01/2026	08/27/2026			53.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-639	F-EXT SERV BASE CHG: LCABIN	39345	08/26/2026			25.00	
	176-170-639	FIRE EXT FE INSP (8)	39345	08/26/2026			28.00	
FUND TOTAL 176 Claims		to	Checks	5 Total	1,208.10 Manual	Held	Total	1,208.10

Docket of Claims
Release date from 09/01/2026 thru 09/01/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
309	DAN HENSARLING INC	263352	09/01/2026	08/24/2026			110,859.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	309-510-756	MS SONGWRITERS PAC 54.77%		14	08/19/2026			110,859.30
309	ALLRED ARCHITECTURAL GROUP PA	263353	09/01/2026	08/24/2026			1,085.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	309-510-763	CONSTRUCTION ADMIN: 54.77%		202173-19	08/19/2026			1,085.74
FUND TOTAL 309 Claims	to	Checks	2 Total	111,945.04	Manual		Held	Total 111,945.04

Docket of Claims
Release date from 09/01/2026 thru 09/01/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
311	SEYMOUR ENGINEERING PLLC	263392	09/01/2026	08/26/2026			5,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	311-300-763	CONST ADMIN 50%		9893	08/25/2026		2,000.00	
	311-300-763	RES PROJ REP 40%		9893	08/25/2026		3,000.00	
FUND TOTAL 311 Claims	to	Checks	1 Total	5,000.00	Manual	Held	Total	5,000.00

Docket of Claims
Release date from 09/01/2026 thru 09/01/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
312	SEYMOUR ENGINEERING PLLC	263393	09/01/2026	08/26/2026			22,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	312-176-762	ENG DESIGN/BIDDING 30%		9895	08/25/2026		22,200.00	
FUND TOTAL 312 Claims	to	Checks	1 Total	22,200.00	Manual	Held	Total	22,200.00

Docket of Claims
Release date from 09/01/2026 thru 09/01/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	263402	09/01/2026	08/26/2026			5,922.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-763	RFIS & SUBMITTALS		47385	08/25/2026			5,922.05
FUND TOTAL 355 Claims	to	Checks	1 Total	5,922.05	Manual	Held	Total	5,922.05

Docket of Claims
Release date from 09/01/2026 thru 09/01/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
362	SEYMOUR ENGINEERING PLLC	263394	09/01/2026	08/26/2026			6,250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	362-600-762	PH2 SURVEYING 50%		9891	08/25/2026			6,250.00
FUND TOTAL 362 Claims	to	Checks	1 Total	6,250.00	Manual	Held	Total	6,250.00

Docket of Claims
Release date from 09/01/2026 thru 09/01/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
364	SEYMOUR ENGINEERING PLLC	263395	09/01/2026	08/26/2026			39,922.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	364-724-762	TOPO SURVEY 90%		9892	08/25/2026			5,270.00
	364-724-762	ENG DESIGN/BID 70%		9892	08/25/2026			24,075.00
	364-724-763	RPR 35%		9892	08/25/2026			10,577.50
364	DNA UNDERGROUND LLC	263396	09/01/2026	08/26/2026			123,062.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	364-724-790	WEST PARK DRNG 15.5%		1	08/25/2026			123,062.05
FUND TOTAL 364 Claims	to	Checks	2 Total	162,984.55	Manual		Held	Total 162,984.55

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT	263354	09/01/2026	08/24/2026			15,581.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-823	ST LNS #5 ALLEN RD		08102026	08/10/2026			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		08102026	08/10/2026			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		08102026	08/10/2026			9,665.99
400	SPARKLIGHT	263361	09/01/2026	08/25/2026			637.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	AUG 2026:44399		07162026	07/19/2026			217.88
	400-650-698	JUL 2026:44399		06162026	06/19/2026			205.88
	400-650-698	SEP 2026:44399		08062026	08/19/2026			213.88
400	AT&T	263365	09/01/2026	08/25/2026			191.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	07/14/2026			191.27
400	AT&T	263367	09/01/2026	08/25/2026			154.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICES		2284792276	08/06/2026			154.86
400	SINGING RIVER ELECTRIC COOPERATIVE	263368	09/01/2026	08/25/2026			1,876.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	SCHOONER WELL 20688		08122026	08/19/2026			1,613.50
	400-651-631	LIFT STNS 20688		08122026	08/19/2026			263.03
400	AGJ SYSTEMS & NETWORKS INC	263370	09/01/2026	08/25/2026			2,338.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-092-606	AUG 2026: MSP COMP/ENDPT DET		MSP-134613	09/01/2026			1,860.00
	400-092-606	AUG 2026: MS365 E-64; B-36		134709	09/01/2026			278.40
	400-092-606	AUG 2026: LITIGATN HOLD (15)		134709	09/01/2026			20.25
	400-092-606	AUG 2026: BACKUP SERVER (2)		133733	09/01/2026			180.00
400	FUELMAN	263376	09/01/2026	08/25/2026			196.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP70984739	08/17/2026			196.31
400	FUELMAN	263379	09/01/2026	08/25/2026			147.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP71009917	08/24/2026			147.63
400	2018-2019 BOND DEBT SERVICE FUND	263384	09/01/2026	08/25/2026			23,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	SEP 2026: 2018 BOND DS		09012026	09/01/2026			23,000.00
400	2018-2019 BOND DEBT SERVICE FUND	263385	09/01/2026	08/25/2026			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	SEP 2026: 2019 BOND DS		09012026	09/01/2026			32,000.00

Docket of Claims
Release date from 09/01/2026 thru 09/01/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	JACKSON COUNTY UTILITY AUTHORITY	263386	09/01/2026	08/25/2026			269,116.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	SEP 2026 WASTEWATER TRMT		3525	09/01/2026			269,116.00
400	MISSION COMMUNICATIONS LLC	263387	09/01/2026	08/25/2026			2,080.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: JAMES ST LS		2027571	08/20/2026			416.00
	400-651-698	RENEWAL: RUE ST DENIS LS		2027571	08/20/2026			416.00
	400-651-698	RENEWAL: PAT DR LS		2027571	08/20/2026			416.00
	400-651-698	RENEWAL: CAMINO GRANDE LS		2027571	08/20/2026			416.00
	400-651-698	RENEWAL: CITY PARK LS		2027571	08/20/2026			416.00
400	CADENCE EQUIPMENT FINANCE	263388	09/01/2026	08/25/2026			143,724.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-831	WATER METERS 002-0070322-002		10042026	09/14/2026			143,724.87
400	ARISTA INFORMATION SYSTEMS INC	263389	09/01/2026	08/25/2026			5,480.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUL 2026 PRINTING 2067001		0014512	07/31/2026			1,151.75
	400-650-698	JUL 2026 POSTAGE 2067001		0014512	07/31/2026			4,328.50
400	ANSER	263390	09/01/2026	08/25/2026			690.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE: 07/29-08/25/26		277-072926	07/29/2026			685.00
	400-650-698	PAPER INVOICE FEE		277-072926	07/29/2026			5.00
400	SEYMOUR ENGINEERING PLLC	263391	09/01/2026	08/26/2026			10,775.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	RESEARCH/TOPO: DOLPHIN DRNG		9890	08/25/2026			1,997.50
	400-650-603	BID PKG/SERVS: AMI WTR METER		9894	08/25/2026			8,777.50
400	MICRO METHODS INC	263397	09/01/2026	08/26/2026			336.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	COLIFORM (2): WEST PARK DR		2608346186	08/21/2026			134.00
	400-651-698	COLIFORM (4): WESTGATE AREA		2608346186	08/21/2026			202.00
400	SINGING RIVER ELECTRIC COOPERATIVE	263400	09/01/2026	08/26/2026			5,380.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	WATER WELLS 17881		08172026	08/24/2026			3,029.67
	400-651-631	LIFT STNS 17881		08172026	08/24/2026			2,350.88
400	SINGING RIVER ELECTRIC COOPERATIVE	263401	09/01/2026	08/26/2026			858.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 20649		08152026	08/21/2026			726.79
	400-651-631	LIFT STNS 28779		08152026	08/21/1026			95.55
	400-651-631	CARTER-WTR TNK 109812001		08152026	08/21/2026			36.11

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN PIPE & SUPPLY CO INC	263414	09/01/2026	08/26/2026			4,487.30	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	1"NL BRS KEY CORP STOP (20)	1128529100	07/21/2026	261205		1,550.00	
	400-651-581	1"BLMJ PLB DIRECT METER (2)	1128529100	07/21/2026	261205		369.00	
	400-651-581	1" METER NIP/CPLG (4)	1128529100	07/21/2026	261205		61.40	
	400-651-581	3X1 CC THREAD (5)	1128529100	07/21/2026	261205		505.70	
	400-651-581	4"DI W SS SV SDL 1" CC TAP(5)	1128529100	07/21/2026	261205		507.75	
	400-651-581	6"DI W SS SV SDL 1" CC TAP(5)	1128529100	07/21/2026	261205		589.60	
	400-651-581	8X1 CC THREAD (5)	1128529100	07/21/2026	261205		675.85	
	400-651-581	1X300'HDPE 3408 CTS SDR11 300	1128529100	07/21/2026	261205		228.00	
400	CENTRAL PIPE SUPPLY-JACKSON	263416	09/01/2026	08/26/2026			1,384.49	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	FORD BRS CPL 2" #C47-77-NL(2)	460233.001	08/19/2026	261265		362.08	
	400-651-581	FORD BRS CURB STOP 2"	460233.001	08/19/2026	261265		439.58	
	400-651-581	FORD BRS MALE ADAPTER 2"	460233.001	08/19/2026	261265		142.83	
	400-651-581	2X100 CTS BLU SRV TUBING 200'	460233.002	08/19/2026	261265		440.00	
400	BAY MOTOR WINDING INC	263417	09/01/2026	08/26/2026			2,924.36	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	30HP BALDR TEFC 230/460:GRVLN	SI-1206	08/17/2026	261333		2,244.36	
	400-651-584	50' OPEN FLOAT (10): SPARES	SI-1207	08/17/2026	261332		680.00	
400	CITY ELECTRIC SUPPLY CO	263419	09/01/2026	08/26/2026			336.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	250V 7-1/8X1-9/10 TD(6):BUCKS	PO-261269	08/04/2026	261269		336.00	
400	BMW PUMP & EQUIPMENT LLC	263421	09/01/2026	08/26/2026			6,168.66	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	3HP CHAMPION 230V PUMP:FRNCHMN	5351	06/30/2026	261086		5,714.25	
	400-651-584	START KIT	5351	06/30/2026	261086		284.00	
	400-651-584	FREIGHT	5351	06/30/2026	261086		170.41	
400	LYMAN WELL COMPANY	263426	09/01/2026	08/26/2026			4,500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-698	FLOW TEST: WESTGATE WELL	26-057	08/06/2026	261313		500.00	
	400-651-698	FLOW TEST: HONDURAS WELL	26-057	08/06/2026	261313		500.00	
	400-651-698	FLOW TEST: BIG LARK WELL	26-057	08/06/2026	261313		500.00	
	400-651-698	FLOW TEST: LITTLE LARK WELL	26-057	08/06/2026	261313		500.00	
	400-651-698	FLOW TEST: HWY 57 WELL	26-057	08/06/2026	261313		500.00	
	400-651-698	FLOW TEST: BEASLEY WELL	26-057	08/06/2026	261313		500.00	
	400-651-698	FLOW TEST: CITY HALL WELL	26-057	08/06/2026	261313		500.00	
	400-651-698	FLOW TEST: MALL WELL	26-057	08/06/2026	261313		500.00	
	400-651-698	FLOW TEST: OFFICE WELL	26-057	08/06/2026	261313		500.00	
400	J H WRIGHT & ASSOCIATES INC	263427	09/01/2026	08/26/2026			439.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	RADIO/DAU ASSY LEGACY M110	478411	06/03/2026	261033		360.00	
	400-651-581	MISSION ANTENNA: MBLUFF TANK	480520	08/24/2026	261033		79.00	

Docket of Claims
Release date from 09/01/2026 thru 09/01/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COASTAL FIRE AND SAFETY LLC	263434	09/01/2026	08/27/2026			46.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-639	F-EXT SERV BASE CHG: UTY BLD		39345	08/26/2026			25.00
	400-650-639	FIRE EXT FE INSP (6)		39345	08/26/2026			21.00
400	DOLEAC ELECTRIC CO INC	263436	09/01/2026	08/27/2026			9,972.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-699	ELEC CONDUIT/BORE: NANO PLANT		G11149	08/21/2026	260085		9,972.00
FUND TOTAL 400 Claims to		Checks	28 Total	544,823.59	Manual	Held		Total 544,823.59

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	29 Total	30,553.97 Manual	Held	Total	30,553.97
FUND 4 Claims	to	Checks	1 Total	5,140.74 Manual	Held	Total	5,140.74
FUND 156 Claims	to	Checks	1 Total	459.62 Manual	Held	Total	459.62
FUND 171 Claims	to	Checks	1 Total	11,300.00 Manual	Held	Total	11,300.00
FUND 172 Claims	to	Checks	1 Total	3,279.81 Manual	Held	Total	3,279.81
FUND 176 Claims	to	Checks	5 Total	1,208.10 Manual	Held	Total	1,208.10
FUND 309 Claims	to	Checks	2 Total	111,945.04 Manual	Held	Total	111,945.04
FUND 311 Claims	to	Checks	1 Total	5,000.00 Manual	Held	Total	5,000.00
FUND 312 Claims	to	Checks	1 Total	22,200.00 Manual	Held	Total	22,200.00
FUND 355 Claims	to	Checks	1 Total	5,922.05 Manual	Held	Total	5,922.05
FUND 362 Claims	to	Checks	1 Total	6,250.00 Manual	Held	Total	6,250.00
FUND 364 Claims	to	Checks	2 Total	162,984.55 Manual	Held	Total	162,984.55
FUND 400 Claims	to	Checks	28 Total	544,823.59 Manual	Held	Total	544,823.59
Total for all Funds			Checks 74 Total	911,067.47 Manual	Held	Total	911,067.47

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: September 1, 2026
Title: Approval of Minutes from the Recessed Council Meeting held August 18, 2026

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

Summary Explanation: Approval of Minutes from the Recessed Council Meeting held August 18, 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 Recessed Council Meeting held on August 18, 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 September 1, 2026.

Tuesday
August 18, 2026
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held August 18, 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
August 18, 2026 @ 6:30 PM

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Gautier Farmers Market will be Saturday, September 5th, from 8am until 12pm at Gautier Town Commons.
2. The City of Gautier's Senior Citizens Day will be Friday, August 21st, starting at 8:30am, at the Gautier Senior Center.
3. Tasty Thursday will be August 27th, starting at 11am at Gautier Town Commons.

IV. Presentation Agenda

V. Business Agenda

1. Consideration of a Special Exception that would allow a Tax and Financial Service Office in a R-1 Low Density Single-Family Residential Zoning District, located at 1204 De La Pointe Drive, (GPC #26-38-SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Consider a request for a five-foot (5') variance to the maximum building height for previously approved three-story apartment buildings in a C-3 Highway Commercial Zoning District, located at 5900 Hwy 57, Gautier, MS (GPC #26-41-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Approve the Promotion and Placement Agreement with WST Global Productions

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

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

1. Approval of Minutes from the Regular Council Meeting held August 4, 2026 and Special Call Meetings held August 8, 2026 and August 12, 2026
2. Receive June 2026 Finance Reports
3. Receive July 2026 Privilege License Reports
4. Approval of water and sewer adjustments for August 2026 in the amount of \$10,457.93
5. Approval of the addendum to the Computer Support Agreement with Delta Computer Systems, Inc.
6. Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event
7. Resolution approving the request from Gulf Coast Wounded Warrior Project Fishing Tournament for the use of two sets of bleachers
8. Approval of the Limited Use Agreement between the City of Gautier and The Spot Therapy for the Gulf Coast Disability Celebration
9. Approval of Amendment No. 1 to the Professional Services Agreement with Goodwyn Mills Cawood for the Gautier Historic Schoolhouse Rehabilitation Project
10. Authorization to Re-Advertise for Bids for the Gautier Historic School Rehabilitation Project
11. Approval of the Limited Use Agreement between the City of Gautier and the Gautier Mullet & Music Festival and the sponsorship for the 2026 Gautier Mullet & Music Festival

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 September 1, 2026 at 6:30pm

www.gautier-ms.gov

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

Councilman Fuller made the motion to approve the agenda order with the following revisions:

1. Announcements – Lark Park Ground Breaking Ceremony will be Thursday, April 20th, starting at 4pm.
2. Remove Business Agenda Item 3 – Approve the Promotion and Placement Agreement with WST Global Productions
3. Remove Consent Agenda Item 7 – Resolution approving the request from Gulf Coast Wounded Warrior Project Fishing Tournament for the use of two sets of bleachers.

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

Announcements

1. Gautier Farmers Market will be Saturday, September 5th, from 8am until 12pm at Gautier Town Commons.
2. The City of Gautier's Senior Citizens Day will be Friday, August 21st, starting at 8:30am, at the Gautier Senior Center.
3. Tasty Thursday will be August 27th, starting at 11am at Gautier Town Commons.

Presentation

None



COME BE A PART OF
GAUTIER
FARMERS
MARKET

MAY 9TH



2ND SAT MAY - SEPT. 8AM-12PM
2800 HWY 90 - TOWN COMMONS

TO BECOME A VENDOR
CALL 228-497-2244



Join Us For SENIOR CITIZENS DAY

— ♥ at the ♥ —
Gautier Senior Center

8:30AM

♥ SWEET TREATS

♥ COFFEE

♥ FREE GIFT
while supplies last!

A MORNING OF TREATS, COFFEE
AND APPRECIATION JUST FOR YOU!



AUGUST 21ST



914 De La Pointe Dr.
GAUTIER, MS 39553

GAUTIER SENIOR CENTER



WE APPRECIATE
YOU!

♥ COME ENJOY A MORNING MADE JUST FOR YOU!

— Honoring today. ♥ Celebrating every day. —



GAUTIER PRESENTS

TASTY

THURSDAY!

4TH

THUR.

11 AM



**GOOD EATS
FROM AWESOME
FOOD TRUCKS**

**SINGING RIVER MALL PROPERTY
2800 HWY 90 GAUTIER, MS**

Councilman George made the motion to approve the Special Exception, as presented, that would allow a Tax and Financial Service Office in a R-1 Low Density Single-Family Residential Zoning District, located at 1204 De La Pointe Drive, (GPC #26-38-SE) (PID #81831390.000). Councilman Jackson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 155-2026

**CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 26-38-SE**

**1204 DE LA POINT DRIVE – SPECIAL EXCEPTION TO ALLOW A TAX AND FINANCIAL SERVICES
OFFICE IN AN R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT
REGARDING PARCEL ID NO. 81831390.000**

WHEREAS, an application for a Special Exception Permit to allow a Tax and Financial Services Office in an R-1 Low Density Single-Family Residential Zoning District was submitted by Giselle Perez d/b/a Giselle Taxes and Services Corp.; and

WHEREAS, the City Council hereby finds that the proposed Tax and Financial Services Office at 1204 De La Point Drive requires a Special Exception in an R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, the parcel subject to this Permit is located at 1204 De La Point Drive, Gautier, Mississippi, and identified as Parcel ID No. 81831390.000; and

WHEREAS, after due public notice, the Planning Commission conducted a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of City Staff, and all relevant evidence, and recommended approval of the Special Exception; and

WHEREAS, the City Council hereby finds that a literal interpretation of the Unified Development Ordinance will deprive the applicant of rights commonly enjoyed by others in the district and will not result in an unnecessary hardship upon the applicant; and

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

WHEREAS, the City Council hereby finds that the special circumstances requiring the proposed Special Exception are not the result of actions of the applicant; and

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

IT IS THEREFORE ORDERED that the Mayor and City Council accepts the recommendation of the Planning Commission and approves the application submitted by Giselle Perez d/b/a Giselle Taxes and Services Corp. for a Special Exception Permit to allow a Tax and Financial Services Office at 1204 De La Point Drive in an R-1 Low Density Single-Family Residential Zoning District.

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

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

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

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

NAYS: None

MAYOR_____

ATTEST:

CITY CLERK_____

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Eric Patterson , Planning Technician
Date: 08/11/2026
Subject: Consider a request for a **SPECIAL EXCEPTION** that would allow for a Tax and Financial Services Office in an R-1 Low Density Single-Family Residential Zoning District at 1204 De La Point Drive. PIDN's #81831390.000 (GPC #26-38-SE)

REQUEST:

The Planning Department has received a request from Giselle Perez, d/b/a Giselle Taxes and Services Corp., for a Special Exception to allow a Tax and Financial Services Office in an R-1 Low Density Single-Family Residential Zoning District at 1204 De La Point Drive, PIDN #81831390.000 (GPC #26-38-SE). The required application fee of \$250 was paid on June 26, 2026. All public notice requirements have been met.

BACKGROUND:

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.

1. Location: 1204 De La Point Drive. PIDN's #81831390.000 (See Exhibit A)
2. General features of the proposed project:
 - Lot Size: approximately 0.68 acres
3. Potable Water and Wastewater Services: Available at current location
4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential.
5. Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial to the South. R-1 Low Density Single-Family Residential to the North, East and West.
6. Current Surrounding Existing Land Use Commercial to the South, Vacant to the West, Residential to the East and North South (See Exhibit C):
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Density Residential.

DISCUSSION:

DISCUSSION:

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

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

Applicant Response: The applicant requires a Special Exception to operate Giselle Taxes and Services Office at 1204 De La Point Drive., Gautier, MS, 39553. A strict interpretation that prohibits this professional office would deprive the applicant of reasonable use commonly enjoyed by similar businesses near and across from the location. Denial would create an unnecessary hardship because the proposed use is low-impact and consistent with nearby professional and commercial uses.

Staff Finding: Unsubstantiated

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

Applicant Response: The requested Special Exception will be in harmony with the purpose and intent of the City of Gautier Unified Development Ordinance because the proposed use is a quiet professional office for tax preparation and business services. It will not involve manufacturing, outdoor storage, hazardous materials, excessive noise, odors, or other activities that would injure the neighborhood or general welfare. The use is compatible with the more commercial character of the area and will provide a needed local service.

Staff Finding: Unsubstantiated

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

Applicant Response: The circumstances supporting this request were not created by the applicant. They result from the existing location and the area changing over time to a more commercial setting, including nearby banks, insurance companies, and other businesses. The applicant is requesting the Special Exception through the proper process before operating the business.

Staff Finding: Unsubstantiated

-
DETERMINATION OF APPLICABLE LAW:
-
-

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION:

The Planning Commission recommends that the City Council approve the Special Exception as presented.

The City Council may:

1. Approve the Special Exception;
2. Approve the Special Exception with changes; or
3. Deny the Special Exception.

ACTION TAKEN:

Commissioner Buxton made a motion to recommend that City Council approve the Special Exception as presented.

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

AYES: Josh Ward

Maurice Hudson

Ricky Decoteau

Robert Williams

Greg Canada

Marquitta Buxton

Motion passed.

ATTACHMENTS:

1. Excerpt GPC Meeting 8.6.26 (#26-38-SE)
2. Complete Packet 26-38-SE w-o

Excerpt from August 6, 2026, Gautier Planning Commission Meeting:

The Planning Department has received a request for a SPECIAL EXCEPTION to allow a Tax and Financial Services Office in an R-1 Low Density Single-Family Residential Zoning District at 1204 De La Point Drive, PIDN #81831390.000 (GPC #26-38-SE).

Scott Ankerson, Planning Director, gave a brief overview of the case. Mr. Ankerson advised that there was a previous application from Ms. Perez asking for a Home Occupation at 3308 Seagrape Drive, however this request is for a fully functioning Tax office where customers will be assisted in person.

REQUEST:

The Planning Department has received a request from Giselle Perez, d/b/a Giselle Taxes and Services Corp., for a Special Exception to allow a Tax and Financial Services Office in an R-1 Low Density Single-Family Residential Zoning District at 1204 De La Point Drive, PIDN #81831390.000 (GPC #26-38-SE). The required application fee of \$250 was paid on June 26, 2026. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.

1. Location: 1204 De La Point Drive. PIDN's #81831390.000 (See Exhibit A)
2. General features of the proposed project:
Lot Size: approximately 0.68 acres
3. Potable Water and Wastewater Services: Available at current location
4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential.
5. Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial to the South. R-1 Low Density Single-Family Residential to the North, East and West.
6. Current Surrounding Existing Land Use Commercial to the South, Vacant to the West, Residential to the East and North South (See Exhibit C):
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Density Residential.

DISCUSSION:

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

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

Applicant Response: The applicant requires a Special Exception to operate Giselle Taxes and Services Office at 1204 De La Point Drive., Gautier, MS, 39553. A strict interpretation that prohibits this professional office would deprive the applicant of reasonable use commonly enjoyed by similar businesses near and across from the location. Denial would create an unnecessary hardship because the proposed use is low-impact and consistent with nearby professional and commercial uses.

Staff Finding: Unsubstantiated

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

Applicant Response: The requested Special Exception will be in harmony with the purpose and intent of the City of Gautier Unified Development Ordinance because the proposed use is a quiet professional office for tax preparation and business services. It will not involve manufacturing, outdoor storage, hazardous materials, excessive noise, odors, or other activities that would injure the neighborhood or general welfare. The use is compatible with the more commercial character of the area and will provide a needed local service.

Staff Finding: Unsubstantiated

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

Applicant Response: The circumstances supporting this request were not created by the applicant. They result from the existing location and the area changing over time to a more commercial setting, including nearby banks, insurance companies, and other businesses. The applicant is requesting the Special Exception through the proper process before operating the business.

Staff Finding: Unsubstantiated

DETERMINATION OF APPLICABLE LAW:

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

The UDO defines **Hardship** as:

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

- (1) the land in question cannot yield a reasonable return if used only
 - (a) for a purpose allowed in that zone (applicable to special exceptions), or
 - (b) as permitted by the dimensional requirements of this ordinance (applicable to

variances);

(2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and

(3) that the use to be authorized by the variance will not alter the essential character of the locality.

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Ward invited the applicant to step forward and present their case.

Giselle Perez stepped forward and introduced herself to the board.

Commissioner Canada asked Ms. Perez if the location on De La Point would be used solely as an office location or if there would be a residence there as well. Commissioner Canada also advised that he went to the address and observed that it was an existing house.

Giselle Perez advised that the location would be solely used for business and there would be no residential use taking place. Ms. Perez advised that she would be functioning mainly as appointments only at the location.

Chairman Ward asked for clarification stating that traffic would be kept to a minimum since it was an appointment only set up.

Giselle Perez advised that was correct.

Chairman Ward closed the public hearing

ACTION TAKEN:

Commissioner Buxton made a motion to recommend that City Council approve the Special Exception as presented.

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

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

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

August 6, 2026

GPC #26-38-SE

Giselle Perez

DBA Giselle Taxes and Services Corp

1204 De La Point Drive

PIDN #81831390.000

VII. NEW BUSINESS

1. Consider a request for a **SPECIAL EXCEPTION** that would allow for a Tax and Financial Services Office in an R-1 Low Density Single-Family Residential Zoning District at 1204 De La Point Drive. PIDN's #81831390.000 (GPC #26-38-SE)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: July 20, 2026

Subject: Consider a request for a SPECIAL EXCEPTION to allow a Tax and Financial Services Office in an R-1 Low Density Single-Family Residential Zoning District at 1204 De La Point Drive, PIDN #81831390.000 (GPC #26-38-SE).

REQUEST:

The Planning Department has received a request from Giselle Perez, d/b/a Giselle Taxes and Services Corp., for a Special Exception to allow a Tax and Financial Services Office in an R-1 Low Density Single-Family Residential Zoning District at 1204 De La Point Drive, PIDN #81831390.000 (GPC #26-38-SE). The required application fee of \$250 was paid on June 26, 2026. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.

1. Location: 1204 De La Point Drive. PIDN's #81831390.000 (See Exhibit A)
2. General features of the proposed project:
Lot Size: approximately 0.68 acres
3. Potable Water and Wastewater Services: Available at current location
4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential.
5. Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial to the South. R-1 Low Density Single-Family Residential to the North, East and West.
6. Current Surrounding Existing Land Use Commercial to the South, Vacant to the West, Residential to the East and North South (See Exhibit C):
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Density Residential.

DISCUSSION:

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

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

Applicant Response: *The applicant requires a Special Exception to operate Giselle Taxes and Services Office at 1204 De La Point Drive., Gautier, MS, 39553. A strict interpretation that prohibits this professional office would deprive the applicant of reasonable use commonly enjoyed by similar businesses near and across from the location. Denial would create an unnecessary hardship because the proposed use is low-impact and consistent with nearby professional and commercial uses.*

Staff Finding: *Unsubstantiated*

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

Applicant Response: *The requested Special Exception will be in harmony with the purpose and intent of the City of Gautier Unified Development Ordinance because the proposed use is a quiet professional office for tax preparation and business services. It will not involve manufacturing, outdoor storage, hazardous materials, excessive noise, odors, or other activities that would injure the neighborhood or general welfare. The use is compatible with the more commercial character of the area and will provide a needed local service.*

Staff Finding: *Unsubstantiated*

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

Applicant Response: *The circumstances supporting this request were not created by the applicant. They result from the existing location and the area changing over time to a more commercial setting, including nearby banks, insurance companies, and other businesses. The applicant is requesting the Special Exception through the proper process before operating the business.*

Staff Finding: *Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

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

The UDO defines **Hardship** as:

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

- (1) the land in question cannot yield a reasonable return if used only

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

SPECIAL EXCEPTION HEARING APPLICATION

Public Hearing Number

26-38-SE

TYPE OF REQUEST:	FEE:
Special Exception <u>X</u>	\$251.00
*Includes \$1.00 filing fee per MS Code §25-60-5	

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

Name of Applicant: Giselle L. Perez

Name of Business: Giselle Taxes and Services Corp

Address:
1204 De La Pointe Dr., Gautier, MS 39553

Mailing Address (if different): Same as business address

Email Address: _____

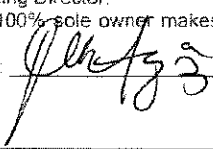
Phone: _____ Call Phone: _____

Reason for request, location and intended use of Property: To operate a professional tax and business services office.

Giselle Taxes and Services Corp at 1204 De La Pointe Dr., Gautier, MS 39553.

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: 

FOR OFFICE USE ONLY

Date Received 6/26/26 Verify as Complete EMP

Fee Amount Received 251.00

Initials of Employee Receiving Application EMP

Date of Application: June 02, 2026I, We, Giselle L. Perez and Claudio Perez Lopez, the fee simple owner of the following

described property (give legal description):

Type text here Commencing at the point of intersection of the East line of Governmental Lot #3, Fractional Governmental Section 31, Township 7 South, Range 6 West, Jackson County, Mississippi, with the North Margin of Old U.S. Highway 90; thence run South 87 degrees West along the North Margin of old U.S. Highway #90, 185.4 feet to the Point of Beginning; thence continue South 67 degrees West 145.2 feet to a fence; thence run North 0 degrees 19 minutes East along said fence 208 feet; thence run South 89 degrees 41 minutes East 145 feet; thence run South 0 degrees 19 minutes West 200 feet and back to the Point of Beginning.

hereby petition to the City of Gautier to *Grant a Special Exception of* for the operation of Giselle Taxes and Services Corp, a professional tax and business services office, at 1204 De La Pointe Drive, Gautier, MS 39553, and affirm that Giselle L. Perez is hereby designated to act as agent on my behalf to accomplish the above.

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand this application, attachments and fees become part of the official records of the City of Gautier, MS, and are not returnable.

[Signature]
(Owner's Signature)

The foregoing instrument was acknowledged before me this 25 day of _____

June 2024 by Giselle L. Perez, who

is personally known to me or has produced Driver License as

identification and who did take an oath.

Rochely M. Anes

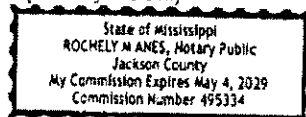
(Printed Name of Notary Public)

[Signature]

(Signature of Notary Public)

Commission # 495334 My commission expires May 4, 2029

(Notary's Seal)



SPECIAL EXCEPTION

Criteria for Approval Special Exception

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

Responses / Detailed Project Narrative:

- A. The applicant requests a Special Exception to operate Giselle Taxes and Services Corp as a professional tax preparation and business services office at 1204 De La Pointe Dr., Gautier, MS 39553. A strict interpretation that prohibits this professional office use would deprive the applicant of reasonable use commonly enjoyed by similar businesses in the surrounding area. The area has become increasingly commercial, with banks, insurance companies, and other businesses near and across from the location. Denial would create an unnecessary hardship because the proposed use is low-impact and consistent with nearby professional and commercial uses.
- B. The requested Special Exception will be in harmony with the purpose and intent of the City of Gautier Unified Development Ordinance because the proposed use is a quiet professional office for tax preparation and business services. It will not involve manufacturing, outdoor storage, hazardous materials, excessive noise, odors, or other activities that would injure the neighborhood or general welfare. The use is compatible with the more commercial character of the area and will provide a needed local service.
- C. The circumstances supporting this request were not created by the applicant. They result from the existing location and the area changing over time to a more commercial setting, including nearby banks, insurance companies, and other businesses. The applicant is requesting the Special Exception through the proper process before operating the business.

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

SECTION 4.16: Special Exception

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

4.16.1 Application for Special Exception

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

4.16.2 Procedure

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

4.16.3 Notice of Public Hearing

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

4.16.4 Criteria for Approval

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

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

4.16.5 Limitations and Restrictions

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

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

OFFICIAL RECORDS JACKSON COUNTY, MS
Josh Eldridge, Chancery Clerk
Electronically Recorded
RECORDING FEE: \$38.00
MINERAL TAX: \$0.00
202609853
BK: 2260 PG: 891 - 892
05/18/2026 03:41:43 PM 2 PG(S)
Receipt # 16208

INDEXING INSTRUCTIONS: Section 31, Township 7 South, Range 6 West

Prepared By:
Andy J. Alfonso, III
Attorney at Law
2112 Bienville Blvd., Suite H1
Ocean Springs, MS 39564
(228) 818-5552

Return to:
Andy J. Alfonso, III
Attorney at Law
2112 Bienville Blvd., Suite H1
Ocean Springs, MS 39564
(228) 818-5552

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

FOR AND CONSIDERATION of the sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned

Timothy Ryan Lee and Rachel Lee
1204 De La Pointe Drive, Gautier, MS 39553

does hereby sell, convey and warrant unto

Giselle L. Perez and Claudio Perez Lopez
1204 De La Pointe Drive, Gautier, MS 39553

as joint tenants with full right of survivorship and not as tenants in common the land and property situated in the County of Jackson, State of Mississippi, described as follows, to-wit:

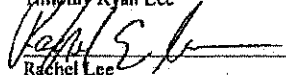
Commencing at the point of intersection of the East line of Governmental Lot #3, Fractional Governmental Section 31, Township 7 South, Range 6 West, Jackson County, Mississippi, with the North Margin of Old U.S. Highway 90; thence run South 87 degrees West along the North Margin of old U.S. Highway #90, 185.4 feet to the Point of

Beginning; thence continue South 67 degrees West 145.2 feet to a fence; thence run North 0 degrees 19 minutes East along said fence 208 feet; thence run South 89 degrees 41 minutes East 145 feet; thence run South 0 degrees 19 minutes West 200 feet and back to the Point of Beginning.

THIS CONVEYANCE is made subject to all applicable building restrictions, restrictive covenants, easements and mineral reservations of record.

IT IS AGREED and understood that the taxes for the current year have been prorated as of this date on an estimated basis. When said taxes are actually determined, if the proration as of this date is incorrect, the Grantor agrees to pay to the Grantee or his/her assigns any amount which is a deficit on an actual proration and likewise, the Grantee agrees to pay to the Grantor any amount overpaid by the Grantor.

WITNESS THE SIGNATURE of the Grantor, this the 15th day of May, 2026.


Timothy Ryan Lee

Rachel Lee

STATE OF Ohio
COUNTY OF Franklin

PERSONALLY appeared before me, the undersigned authority in and for the said county and state on this 15th day of May, 2026, within my jurisdiction, the within named Timothy Ryan Lee, who acknowledged that they executed the above and foregoing instrument.

GIVEN under my hand and the official seal of my office.


NOTARY PUBLIC

File #260269



RYLAN WALLACE
Notary Public, State of Ohio
Commission No. 2026-RE-899479
My Commission Expires
February 10, 2031



Scanned with CamScanner

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

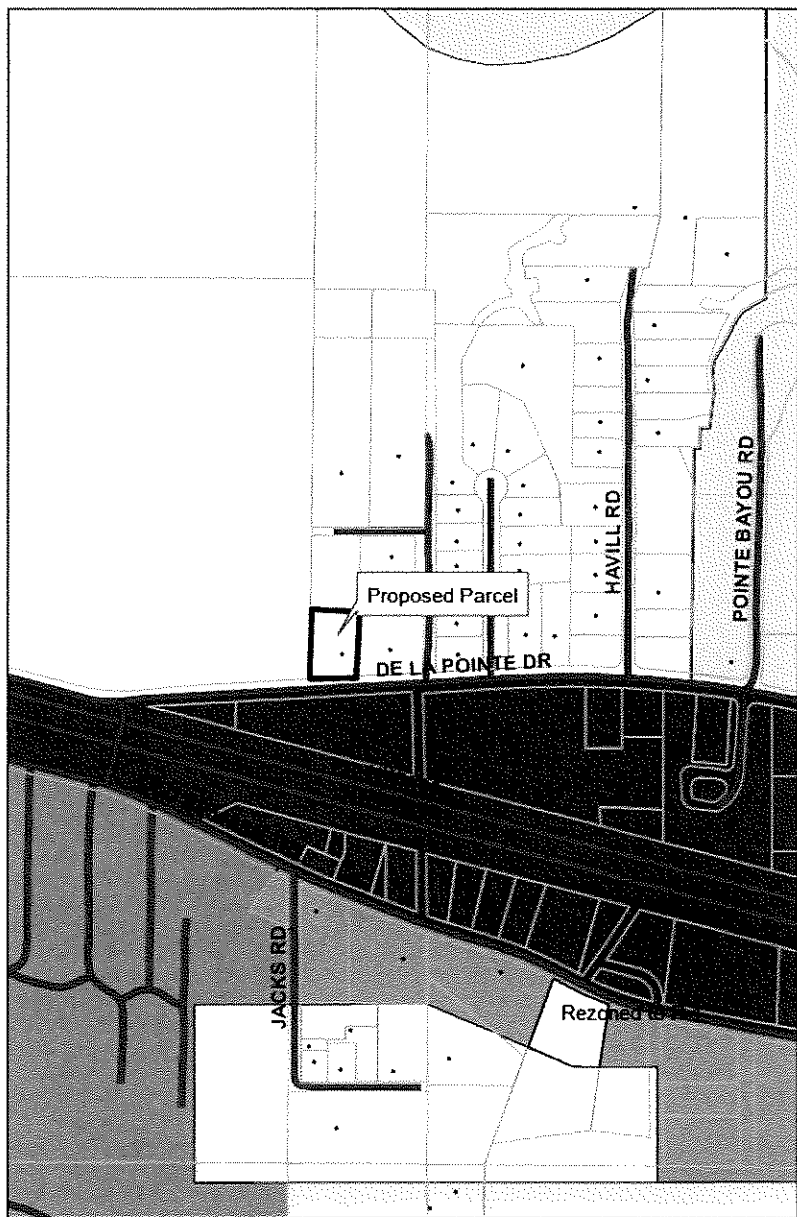


Exhibit C Existing Land-Use

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

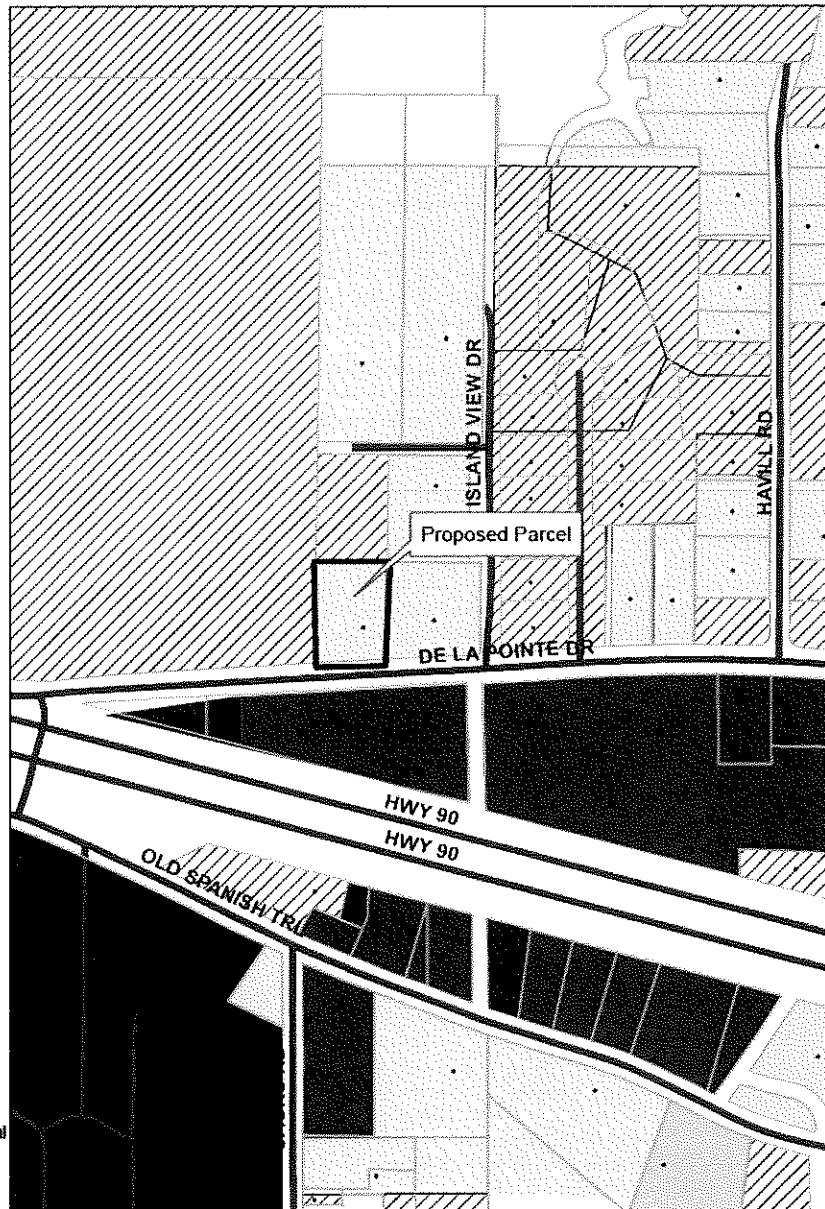


Exhibit D Future Land-Use

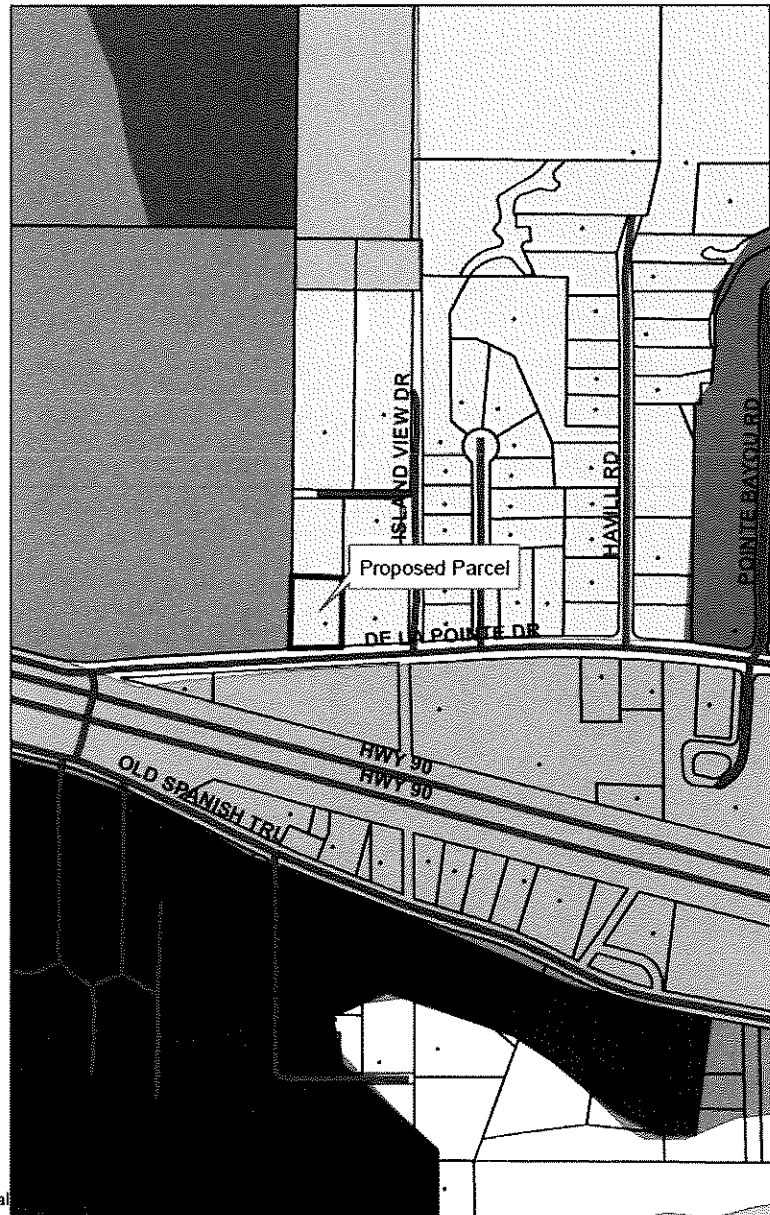
Prepared By:
City of Gautier
Planning Department

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



Councilwoman Jamison made the motion to approve the request for five-foot (5') variance to the maximum building height for previously approved three-story apartment buildings in a C-3 Highway Commercial Zoning District, as presented, located at 5900 Hwy 57, Gautier, MS (GPC #26-41-VAR) (PID #82420180.000). Councilman Jackson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 156-2026

WHEREAS, the Planning Department received a request from John Nunn d/b/a Magnolia Landing for a five-foot (5') variance to the maximum building height for a previously approved three-story apartment building located at 5900 Highway 57 (PID #82420180.000) in a C-3 Highway Commercial Zoning District; and

WHEREAS, the applicant is constructing an apartment complex at the corner of Highway 57 and C. Byrd Road, and the City Council previously approved the buildings to be three (3) stories in height; and

WHEREAS, the Unified Development Ordinance (UDO) provides a maximum building height of thirty-five feet (35') in a C-3 Highway Commercial Zoning District, and based upon the proposed nine-foot (9') ceilings and floor-to-floor dimensions of approximately ten feet (10') to ten feet six inches (10'6"), the peak of the roof would exceed the maximum permitted building height by five feet (5'); and

WHEREAS, the applicant is requesting a five-foot (5') variance to the maximum building height to allow the previously approved three-story apartment building to be constructed as proposed; and

WHEREAS, the Planning Commission conducted a public hearing on this request and recommended approval of the five-foot (5') variance as presented; 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 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 **Councilwoman Jamison**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Eric Patterson , Planning Technician
Date: 08/11/2026
Subject: Consider a request for a five-foot (5') variance to the maximum building height for previously approved three story apartment buildings in a C-3 Highway Commercial Zoning District. 5900 HWY 57, PID #82420180.000, (GPC #26-41-VAR)

REQUEST:

The Planning Department has received a request from John Nunn dba Magnolia Landing for a five-foot (5') variance to the maximum building height for a previously approved three-story apartment building in a C-3 Highway Commercial Zoning District located at 5900 HWY 57, PID #82420180.000. (GPC #26-41-VAR) The application fee of \$175 was paid on July 6, 2025. All public notice requirements have been met.

BACKGROUND:

BACKGROUND:

The applicant is building an apartment complex on the corner of HWY 57 and C Byrd Road. The council has previously approved the buildings to be three stories tall. According to the application, the project calls for nine-foot (9') ceilings and a floor-to-floor dimension of between ten-foot (10') and ten-foot six inches (10'6"). Given these dimensions, the peak of the roof would be five feet above the thirty-five-foot maximum height allowed in a C-3 Highway Commercial Zoning District.

DISCUSSION:

DISCUSSION:

The applicant requests a five-foot (5') variance to allow the Magnolia Landing Apartment Complex to be built above the maximum building height allowed in a C-3 Highway Commercial Zoning District. The application claims that Ocean's 57 Apartments located at 4500 HWY 57, Ocean Springs, MS 39564, located two miles from Magnolia Landing is also built above the maximum building height of 35 feet.

Existing Zoning: C-3 Highway Commercial (Exhibit B)

Existing Land Use: Vacant Land, previously approved for a three-story apartment complex (Exhibit C)

Future Land Use: Mixed Use Residential (Exhibit D)

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:

The City Council may:

- 1. Approve the variance request as presented;
- 2. Approve the variance request with changes; or
- 3. Deny variance request.

ACTION TAKEN:

Commissioner Decoteau made a motion to recommend that City Council approve the Variance as presented.

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

AYES: Josh Ward

Maurice Hudson

Robert Williams

Marquitta Buxton

Greg Canada

Ricky Decoteau

Motion passed.

ATTACHMENTS:

- 1. Complete Packet 26-41-VAR w-o
- 2. Excerpt GPC Meeting 8.6.26 (#26-41-VAR)

Excerpt from August 6, 2026, Planning Commission Meeting:

The Planning Department has received a request for a five-foot (5') variance to the maximum building height for previously approved three story apartment buildings in a C-3 Highway Commercial Zoning District. 5900 HWY 57, PID #82420180.000, (GPC #26-41-VAR)

Scott Ankerson, Planning Director, provided a brief overview of the case. Mr. Ankerson explained that the site had previously been approved for three-story apartment buildings. Due to the luxury design and architectural features of the proposed buildings, the overall height slightly exceeds the maximum building height permitted within the zoning district. He further noted that another apartment complex within the same zoning district also exceeds the maximum permitted building height.

REQUEST:

The Planning Department has received a request from John Nunn dba Magnolia Landing for a five-foot (5') variance to the maximum building height for a previously approved three-story apartment building in a C-3 Highway Commercial Zoning District located at 5900 HWY 57, PID #82420180.000. (GPC #26-41-VAR) The application fee of \$175 was paid on July 6, 2025. All public notice requirements have been met.

BACKGROUND:

The applicant is building an apartment complex on the corner of HWY 57 and C Byrd Road. The council has previously approved the buildings to be three stories tall. According to the application, the project calls for nine-foot (9') ceilings and a floor-to-floor dimension of between ten-foot (10') and ten-foot six inches (10'6"). Given these dimensions, the peak of the roof would be five feet above the thirty-five-foot maximum height allowed in a C-3 Highway Commercial Zoning District.

DISCUSSION:

The applicant requests a five-foot (5') variance to allow the Magnolia Landing Apartment Complex to be built above the maximum building height allowed in a C-3 Highway Commercial Zoning District. The application claims that Ocean's 57 Apartments located at 4500 HWY 57, Ocean Springs, MS 39564, located two miles from Magnolia Landing is also built above the maximum building height of 35 feet.

Existing Zoning: C-3 Highway Commercial (Exhibit B)

Existing Land Use: Vacant Land, previously approved for a three-story apartment complex (Exhibit C)

Future Land Use: Mixed Use Residential (Exhibit D)

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:

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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 if any of the Commissioners had any questions for Mr. Ankerson before the applicant was called forward.

Commissioner Canada asked for clarification of Mr. Ankerson's comment regarding the other apartment complex in the area that exceeded the maximum building height allowed for that zoning district. Did that apartment complex receive a variance for that height?

Mr. Ankerson stated that he was not aware of any special approvals or variances that had been granted to Ocean's 57 Apartments regarding its building height. He explained that his intent was to highlight that another apartment complex within the same zoning district has a comparable building height.

Commissioner Canada advised that it might be wise to look at a text change to the ordinance to allow for a more reasonable maximum building height in the future to avoid the need for a variance like this when there was a previous approval for a three-story building.

Mr. Ankerson advised that the Planning Department could investigate making a text change like that.

Chairman Ward invited the applicant to step forward and present their case

John Nunn expressed his appreciation for Mr. Ankerson's introduction. Mr. Nunn explained that, during the course of the project, he discovered that the proposed buildings would exceed the maximum building height permitted by the zoning ordinance, in part due to the site's topography. He stated that he was requesting a variance to avoid the delays that would result from redesigning and reengineering the buildings.

Chairman Ward advised that he noticed in the application that the apartments would be designed with a nine (9) foot ceiling height which is a little higher than some apartments. Chairman Ward asked if this could have contributed to the height difference?

John Nunn stated that the overall goal for this apartment complex focuses on the resident experience. These apartments would be more of a luxury apartment building, and higher ceiling heights are part of that experience. Mr. Nunn admitted that higher ceiling heights may be a contributing factor but believed they were necessary for the overall goals of the complex itself.

Chairman Ward asked if there was anyone present to speak in support of opposition to this application. (no one stepped forward)

Chairman Ward closed the public hearing of this case.

Chairman Ward stated that he recalled the site having experienced challenges related

to soil conditions and topography in the past. He further noted that, based on the information presented, the proposed apartment complex is intended to be an upscale development featuring numerous amenities, and that the increased ceiling heights contribute to the overall quality and luxury of the project but also contribute to the higher overall building height.

ACTION TAKEN:

Commissioner Decoteau made a motion to recommend that City Council approve the Variance as presented.

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

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

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

AUGUST 6, 2026

GPC #26-41-VAR

PIDN# 82420180.000

HWY 57

VII. NEW BUSINESS

2. Consider a request for a five-foot (5') variance to the maximum building height for a previously approved three-story apartment complex in a C-3 Highway Commercial Zoning District. HWY 57, PID #82420180.000, (GPC #26-41-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: July 20, 2026

Subject: Consider a request for a five-foot (5') variance to the maximum building height for previously approved three story apartment buildings in a C-3 Highway Commercial Zoning District. 5900 HWY 57, PID #82420180.000, (GPC #26-41-VAR)

REQUEST:

The Planning Department has received a request from John Nunn dba Magnolia Landing for a five-foot (5') variance to the maximum building height for a previously approved three-story apartment building in a C-3 Highway Commercial Zoning District located at 5900 HWY 57, PID #82420180.000. (GPC #26-41-VAR) The application fee of \$175 was paid on July 6, 2025. All public notice requirements have been met.

BACKGROUND:

The applicant is building an apartment complex on the corner of HWY 57 and C Byrd Road. The council has previously approved the buildings to be three stories tall. According to the application, the project calls for nine-foot (9') ceilings and a floor-to-floor dimension of between ten-foot (10') and ten-foot six inches (10'6"). Given these dimensions, the peak of the roof would be five feet above the thirty-five-foot maximum height allowed in a C-3 Highway Commercial Zoning District.

DISCUSSION:

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The Variance application shall demonstrate the following:

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- 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

GAUTIER, MISSISSIPPI

PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

26-41-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Variance

\$176.00

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

Name of Applicant: John Nunn

Name of Business: Magnolia Landing Investments, LLC Phone: _____

Property Address: _____ Mailing Address (if Different): PO Box 176, Gautier, MS 39553

E-Mail Address: _____

Reason for request, location and intended use of Property: Variance from 35-foot maximum building height (C-3 Highway Commercial District) to allow a maximum building height of 40 feet for the previously approved Magnolia Landing three-story multifamily apartment development at 5900 Hwy 57, Gautier, MS.

ATTACHMENTS REQUIRED AS APPLICABLE:

- X 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- X 2. A detailed project narrative.
- X 3. Copy of protective covenants or deed restrictions, if any.
- n/a 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.
- n/a 5. Any other information requested by the Planning Director.

Signature of Applicant: [Signature] Date of Application: 7/2/2026

FOR OFFICE USE ONLY

Date Received _____ Verify as Complete _____

Fee Amount Received _____ Initials of Employee Receiving Application _____

I, Magnolia Landing Investments, LLC, the fee simple owner of the following described property (give legal description):

NW1/4 of NW1/4, Section 20, Township 7 South, Range 7 West, Jackson County, Mississippi.
 Parcel 1: approximately 7 acres, less 0.66 ac. R/W exception (Bk 448, Pg 112).
 Parcel 2: approximately 12 acres, less 0.99 ac. R/W exception.
 Full metes-and-bounds legal description per Special Warranty Deed recorded January 25, 2024, Book 2152, Pages 399-405, Jackson County Chancery Clerk (Recording No. 202401314; Grantor: Magnolia Manager, LLC; Grantee: Magnolia Landing Investments, LLC, a Mississippi limited liability company).

hereby petition to the City of Gautier to Grant a Variance of five (5) feet in
maximum building height in the C-3 Highway District
 and affirm that John Nunn/Magnolia Landing Management, LLC is hereby
 designated to act as agent on my behalf to accomplish the above.

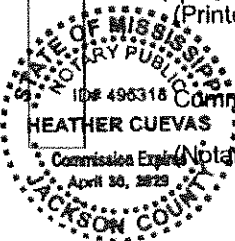
I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand this application; attachments and fees become part of the official records of the City of Gautier, MS, and are not returnable.

[Signature]
 (Owner's Signature)

The foregoing instrument was acknowledged before me this 2 day of July, 2026 by John Nunn, who is personally known to me or has produced MSDL as identification and who did take an oath.

Heather Cuevas
 (Printed Name of Notary Public)

Heather Cuevas
 (Signature of Notary Public)



Commission # 495318. My commission expires April 30, 2029.
 (Notary's Seal)

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?

The Magnolia Landing development consists of three-story multifamily residential buildings previously approved through the Conditional Use Permit process on property zoned C-3 Highway Commercial.

Per Article III, Sec. 6.32 of the Gaultier Unified Development Ordinance (Definitions), Building Height is measured to the highest point of the roof surface. For a three-story multifamily structure utilizing a durable pitched roof, appropriate and code-preferred for coastal construction, the roof peak becomes the controlling measurement point.

The project design calls for 9'-0" ceilings in the residential units. To maintain that standard while providing appropriate structural assemblies and mechanical space in a three-story building, practical floor-to-floor dimensions of approximately 10'-10.5' per floor are required. These dimensions are consistent with standard residential construction industry norms for wood-frame multifamily structures with 9-foot finished ceilings. Together with a code-compliant pitched roof form, these dimensions cause the roof peak to modestly exceed the 35-foot limit.

The requested increase is limited to five (5) feet, allowing a maximum height of 40 feet; approximately a 14.3% increase over the permitted building height.

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

They are not. The development remains a three-story multifamily project as previously approved by the City. The request does not seek to add an additional story, increase density, or expand the approved use.

The need for the additional five feet arises from the interaction between the UDO's roof-peak height measurement method and the standard three-story building dimensions necessary for safe, code-compliant construction with appropriate ceiling heights. The condition is dimensional in nature and is not the result of a self-created hardship. No alteration to the approved building program is being requested.

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.

A strict application of the 35-foot height limit would materially constrain the ability to implement the previously approved three-story multifamily building type in a practical and proportionate manner. Without modest relief, the project would be required to compress structural or roof assemblies below reasonable construction norms, or to adopt flat or low-slope roof forms that are less durable and less appropriate for the Gulf Coast climate, neither of which advances the intent of the ordinance.

Furthermore, this variance request is consistent with the character of multifamily development already existing in the immediate area. The existing three-story apartment complex at 4500 Highway 57 (Ocean's 57 Apartments), located approximately two miles south of the subject site on the same corridor, visibly demonstrates this precedent. That community, built in 2011, consists of three-story residential buildings with a visibly pitched asphalt shingle roof.

Under IRC §R905.2.2, asphalt shingles require a minimum roof pitch of 2/12, the lowest slope at which they are code-compliant. A three-story residential building of standard construction carries a wall plate height of approximately 32 feet. Any code-compliant asphalt shingle roof over a multi-unit residential footprint necessarily adds sufficient rise to exceed the 35-foot limit. Any code-compliant asphalt shingle roof over a multi-unit residential footprint (which cannot practically be narrower than ~40 feet) adds a minimum of 3.3 feet at the ridge, pushing the building to at least 35.3 feet before accounting for any overhang, parapet, or mechanical equipment.

This demonstrates that three-story multifamily buildings with pitched roofs comparable in form and scale to Magnolia Landing currently exist and operate along this same highway corridor, and that their construction height materially exceeds the 35-foot limit. Denying the requested variance would deprive the applicant of rights and building forms already enjoyed by similarly situated multifamily properties in the area. The request does not seek additional development intensity, but only a limited dimensional adjustment necessary to reasonably implement the approved use.

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

No. The proposed building remains three stories in height and is consistent with the approved residential use. The request represents a five-foot increase over the 35-foot maximum, equating to a 14.3% deviation.

The variance does not increase density, change the permitted use, or alter the character of the development. It simply allows reasonable dimensional flexibility to construct a three-story building with appropriate ceiling heights and roof proportions consistent with standard construction practice and with comparable multifamily development already present along the Highway 57 corridor.

Granting this request would not afford a special privilege but would allow for completion of the previously approved development on terms consistent with the character of the area and the dimensional realities of three-story residential construction.



WHEN RECORDED RETURN TO:

GERSHMAN INVESTMENT CORP.

Attn: Bill Mejia
7800 Forsyth Blvd, Suite 700
St. Louis, Missouri 63105

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant ("**Declaration**") is executed as of this ____ day of November, 2025 (the "**Effective Date**"), by **MAGNOLIA LANDING INVESTMENTS, LLC**, a Mississippi limited liability company ("**Owner**").

RECITALS

- A. Owner is the owner of that certain parcel of land located in the County of Jackson, State of Mississippi (the "**State**"), which is more fully described on Exhibit A hereto (the "**Property**").
- B. That portion of the Property which is described and/or depicted on Exhibit B hereto contains wetlands as defined at 24 CFR 55.2(b)(11) (said portion of the Property hereinafter referred to as the "**Wetlands**").
- C. In connection with the financing of the Property through a loan from Gershman Investment Corp., an Arkansas corporation insured by the United States Department of Housing and Urban Development ("**HUD**"), Owner has agreed to establish certain restrictions with respect to the use of the Wetlands that are intended to run with the land as more fully set forth herein.
- D. The purpose of this Declaration is to provide for permanent preservation of the Wetlands, as set forth herein.

NOW THEREFORE, in consideration of the foregoing premises, the making, receiving and insuring of the loan, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner declares as follows:

1. Use Restrictive Covenant.

- (a) From and after the Effective Date, (i) no new structure, paving, or other improvements shall be constructed on, and no new modifications or landscaping activities (except for minor grubbing, clearing of debris, pruning, sodding or seeding, or other similar activities) shall be carried out within the Wetlands; and (ii) the use of the Wetlands shall be limited solely to passive open or green space.

In addition, from and after the Effective Date, (i) no new construction activities, including draining, dredging, channelizing, filling, diking, impounding, flooding, releasing wastes, and related activities that impact the Wetlands shall be performed; and (ii) no exotic species shall be introduced into the Wetlands, except biological controls preapproved in writing by the Army Corps of Engineers local office or the State environmental office. Provided, that the following are expressly permitted: (i) cumulatively very small impacts associated with hunting (excluding planting or burning), fishing, and similar recreational or educational activities, consistent with the continuing natural condition of the Property; and (ii) restoration or mitigation required under law.

- (b) This Declaration and the covenants set forth herein restricting the use and occupancy of the Wetlands (i) shall be and are covenants running with, touching, and encumbering the Property, binding upon the Owner and all successors in interest or title, transferees, vendees, lessees, mortgagees, and assigns who are owners and/or users of the Property, and (ii) are not merely personal covenants of the Owner.
- (c) Any and all requirements of the laws of the State to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and any requirements or privileges of estate are intended to be satisfied, or in the alternate, an equitable servitude has been created to insure that these restrictions run with the land. Each and every contract, deed, or other instrument hereafter executed conveying the Property or portion thereof (excluding instruments granting security interests) shall expressly provide that such conveyance is subject to this Declaration, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Declaration.
2. Enforcement. In the event of a breach or threatened breach of this Declaration, any party adversely affected by such breach, the county or municipality where the Property is located, the State, or the United States of America shall be entitled to institute proceedings at law or in equity for relief from the consequences of said breach including seeking injunctive relief to prevent a violation thereof. The prevailing party in any such action shall be awarded its costs and expenses, including reasonable attorneys' fees, which shall be deemed to have accrued on the commencement of such action and shall be awarded whether or not such action is prosecuted to judgment.

3. Superiority. The charges and burdens of this Declaration are, and shall at all times be, prior and therefore superior to the lien or charge of any mortgage or deed of trust hereafter made affecting the Property or any part thereof, including any improvements now or hereafter placed thereon, and notwithstanding a foreclosure or other voluntary or involuntary transfer of title pursuant to such instrument, shall remain in full force and effect, but are subordinate to the security interests of record on the Effective Date. Provided, however, that a breach of any of the restrictions hereof shall not defeat or render invalid the lien or charge of any mortgage or deed of trust. The charges and burdens of this Declaration are not intended to either create a lien upon the Property, or grant any right of foreclosure, to any person or party.
4. Release. Any person or entity having or acquiring fee or leasehold title to the Property or any portion thereof shall be required to comply with this Declaration only during the period such person or entity is the fee or leasehold owner of the Property, and thereafter shall be released therefrom, except that such person or entity shall continue to be liable for, and shall not be released from liability for, obligations, liabilities or responsibilities that accrue or accrued during said period of ownership. Although persons or entities may be released under this paragraph, the restrictions of this Declaration shall continue to be restrictions upon the Property, running with the land, and shall inure to the benefit of, and be binding upon, their successors and assigns in title or interest.
5. Notices. All notices provided for herein may be delivered in person, sent by Federal Express or other overnight courier service, mailed in the United States mail postage prepaid, or sent by electronic or facsimile transmission, and, regardless of the method of delivery used, shall be considered delivered upon the actual receipt or refusal of receipt thereof. The name, address and other information to be used in connection with such correspondence and notices to Owner shall be the then-current owner's name and address information maintained in the official real property tax records with respect to the Property.
6. Miscellaneous.
 - (a) Headings. The headings in this Declaration are for convenience only and do not in any way limit or affect the terms and provisions hereof.
 - (b) Unenforceability. If any provision of this Declaration is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remainder of such provision or any other provisions hereof.
 - (c) Gender. Wherever appropriate in this Declaration, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain genders shall be deemed to include either or both of the other genders.
 - (d) Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State.
 - (e) Intentionally Omitted.

- (f) Amendments. This Declaration may be amended or canceled only by written instrument executed by HUD and the then-current owner of the Property.
- (g) No General Public Access. This Declaration does not establish any rights of access in favor of the general public for any purposes whatsoever.
- (h) Entire Agreement. This Declaration constitutes the entire agreement of Owner with respect to the subject matter hereof and supersedes all prior negotiations or discussions, whether oral or written, with respect thereto.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be signed by its duly authorized representatives, as of the day and year first above written.

OWNER:

MAGNOLIA LANDING INVESTMENTS, LLC,
a Mississippi limited liability company

By: **MAGNOLIA LANDING MANAGEMENT, LLC,**
a Mississippi limited liability company,
its Manager

By: _____
John Nunn, Manager

STATE OF _____)
) SS:
COUNTY OF _____)

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2025, within my jurisdiction, the within named John Nunn, who acknowledged to me that he is Manager of Magnolia Landing Management, LLC, a Mississippi limited liability company and manager of Magnolia Landing Investments, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability companies, and as the act and deed of said limited liability companies, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability companies so to do.

My Commission Expires:

Notary Public

EXHIBIT A

(Description of the Property)

BEGINNING AT A POINT ON THE EAST MARGIN OF STATE HIGHWAY 57 THAT IS 1056 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 20, TOWNSHIP 7 SOUTH, RANGE 7 WEST, WHICH IS THE SOUTHWEST CORNER OF THE LANDS THIS DAY DEEDED TO RUSSELL W. HRABE, THE POINT OF BEGINNING; THENCE RUN SOUTH ALONG THE EAST MARGIN OF SAID HIGHWAY A DISTANCE OF 231 FEET, MORE OR LESS, TO THE NORTH MARGIN OF DIRT ROAD; THENCE EAST ALONG THE NORTH MARGIN OF SAID DIRT ROAD A DISTANCE OF 1300 FEET, MORE OR LESS, TO THE EAST LINE OF SAID 40 ACRE TRACT; THENCE NORTH ALONG THE EAST LINE OF SAID 40 ACRE TRACT A DISTANCE OF 231 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE RUSSELL W. HRABE TRACT; THENCE WEST ALONG THE SOUTH LINE OF SAID RUSSELL W. HRABE TRACT 1300 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. CONTAINING 7 ACRES, MORE OR LESS. THIS BEING THE SAME PROPERTY AS THAT CONVEYED TO MARY ALICE HRABE THOMPSON, BY INSTRUMENT RECORDED IN DEED BOOK 289, AT PAGE 24, LAND DEED RECORDS OF JACKSON COUNTY, MISSISSIPPI. MARY ALICE HRABE DIED TESTATE OCTOBER 11, 1992, AND BY THE TERMS OF HER LAST WILL AND TESTAMENT, OF RECORD AT BOOK 47, PAGE 289, DEVISED SAID PROPERTY TO HER CHILDREN, JON RICHARD REHAGE, FREDRICK A. REHAGE, AND ALICE ANN GILLEY.

LESS AND EXCEPT A .66 ACRE OF LAND CONVEYED TO THE STATE OF MISSISSIPPI, DATED NOVEMBER 20, 1972, OF RECORD AT BOOK 448, AT PAGE 112, CHANCERY CLERK FOR JACKSON COUNTY, MISSISSIPPI, AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE NORTH LINE OF GRANTORS PROPERTY WITH THE CENTERLINE OF THE EAST LANE OF FEDERAL AID PROJECT NO. S-0119(11)A AT HIGHWAY SURVEY STATION 96+65.46 AS SHOWN ON THE PLANS FOR SAID PROJECT; FROM SAID POINT OF BEGINNING RUN THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 76.1 FEET TO THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF SAID PROJECT; THENCE SOUTH 1 DEGREE 53 MINUTES EAST ALONG SAID PROPOSED RIGHT-OF-WAY LINE, A DISTANCE OF 134.7 FEET TO A POINT THAT IS 80 FEET EASTERLY OF AND MEASURED RADially TO THE CENTERLINE OF THE EAST LANE OF SAID PROJECT AT STATION 95+30; THENCE SOUTH 32 DEGREES 46 MINUTES EAST, A DISTANCE OF 65.2 FEET TO A POINT THAT IS 115 FEET EASTERLY OF AND MEASURED RADially TO THE CENTERLINE OF THE EAST LANE OF SAID PROJECT AT STATION 94+75; THENCE SOUTH 76 DEGREES 16

MINUTES EAST, A DISTANCE OF 103.1 FEET TO A POINT THAT IS 215 FEET EASTERLY OF AND MEASURED RADially TO THE CENTERLINE OF THE EAST LANE OF SAID PROJECT AT STATION 94+50; THENCE SOUTH 0 DEGREES 18 MINUTES EAST, A DISTANCE OF 30 FEET, MORE OR LESS, TO THE SOUTH LINE OF GRANTORS PROPERTY AND THE CENTER OF A COUNTY ROAD AS SHOWN ON THE PLANS FOR SAID PROJECT; THENCE WESTERLY ALONG THE CENTER OF SAID COUNTY ROAD, A DISTANCE OF 283 FEET, MORE OR LESS, TO THE CENTER OF PRESENT MISSISSIPPI HIGHWAY NO. 57 AS SHOWN ON THE PLANS FOR SAID PROJECT; THENCE NORTHERLY ALONG THE CENTER OF SAID MISSISSIPPI HIGHWAY NO. 57, A DISTANCE OF 246 FEET, MORE OR LESS, TO THE NORTH LINE OF GRANTORS PROPERTY; THENCE EAST ALONG SAID NORTH LINE, A DISTANCE OF 60 FEET, MORE OR LESS, TO THE POINT OF BEGINNING CONTAINING 0.66 ACRES, MORE OR LESS, EXCLUSIVE OF PRESENT HIGHWAY AND COUNTY ROAD RIGHTS-OF-WAY AND BEING SITUATED IN AND A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 7 SOUTH, RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI.

AND ALSO:

BEGINNING AT A POINT ON THE EAST MARGIN OF STATE HIGHWAY NO. 57 THAT IS 660 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 20, TOWNSHIP 7 SOUTH, RANGE 7 WEST, WHICH POINT IS THE SOUTHWEST CORNER OF THE LANDS THIS DAY DEEDED TO RICHARD A. HRABE, THE POINT OF BEGINNING, THEN RUN SOUTH ALONG THE EAST MARGIN OF SAID HIGHWAY A DISTANCE OF 396 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID 40 ACRE TRACT A DISTANCE OF 1300 FEET, MORE OR LESS, TO THE EAST LINE OF SAID 40 ACRE TRACT; THENCE NORTH ALONG THE EAST LINE OF SAID 40 ACRE TRACT 396 FEET TO THE SOUTHEAST CORNER OF THE RICHARD A. HRABE TRACT; THENCE WEST ALONG THE SOUTH LINE OF THE SAID RICHARD A. HRABE TRACT 1300 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, CONTAINING 12 ACRES, MORE OR LESS.

LESS AND EXCEPT:

BEGIN AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF GRANTORS PROPERTY WITH THE CENTERLINE OF THE EAST LANE OF FEDERAL AID PROJECT NO. S-0119(11)A AT HIGHWAY SURVEY STATION 98 + 65.46 AS SHOWN ON THE PLANS FOR SAID PROJECT; FROM SAID POINT OF BEGINNING RUN THENCE EAST ALONG SAID SOUTH LINE, A DISTANCE OF 76.1 FEET TO THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF SAID PROJECT; THENCE NORTH 1° 53' WEST ALONG SAID

PROPOSED RIGHT-OF-WAY LINE., A DISTANCE OF 35.2 FEET TO A POINT THAT IS 75 FEET EASTERLY OF AND MEASURED RADially TO THE CENTERLINE OF THE EAST LANE OF SAID PROJECT AT STATION 97 + 00; THENCE NORTH 0° 32' WEST, A DISTANCE OF 360.9 FEET TO THE NORTH LINE OF GRANTORS PROPERTY; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 72.1 FEET TO THE CENTERLINE OF THE EAST LANE OF SAID PROJECT AT STATION 100 + 61.46; THENCE CONTINUE WEST ALONG SAID NORTH LINE, A DISTANCE OF 65 FEET, MORE OR LESS, TO THE CENTER OF PRESENT MISSISSIPPI HIGHWAY NO. 57; THENCE SOUTHERLY ALONG THE CENTER OF SAID MISSISSIPPI HIGHWAY NO. 57, A DISTANCE OF 396 FEET, MORE OR LESS, TO THE SOUTH LINE OF GRANTORS PROPERTY; THENCE EAST ALONG SAID SOUTH LINE, A DISTANCE OF 65 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 0.99 ACRES, MORE OR LESS, EXCLUSIVE OF PRESENT MISSISSIPPI HIGHWAY NO. 57 RIGHT-OF-WAY AND BEING SITUATED IN AND A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 7 SOUTH RANGE 7 WEST, JACKSON COUNTY, MISSISSIPPI.

EXHIBIT B

(Description and/or Depiction of the Wetlands)

See attached.

1. The first section of the map shows the location of the property in relation to the surrounding area. The property is located in the center of the map, surrounded by other properties and roads. The map is oriented with North at the top.

2. The second section of the map shows the boundaries of the property. The boundaries are marked with lines and numbers. The numbers indicate the distance in feet from the corner of the property to the center of the road.

3. The third section of the map shows the location of the property in relation to the surrounding area. The property is located in the center of the map, surrounded by other properties and roads. The map is oriented with North at the top.

4. The fourth section of the map shows the boundaries of the property. The boundaries are marked with lines and numbers. The numbers indicate the distance in feet from the corner of the property to the center of the road.

5. The fifth section of the map shows the location of the property in relation to the surrounding area. The property is located in the center of the map, surrounded by other properties and roads. The map is oriented with North at the top.

6. The sixth section of the map shows the boundaries of the property. The boundaries are marked with lines and numbers. The numbers indicate the distance in feet from the corner of the property to the center of the road.

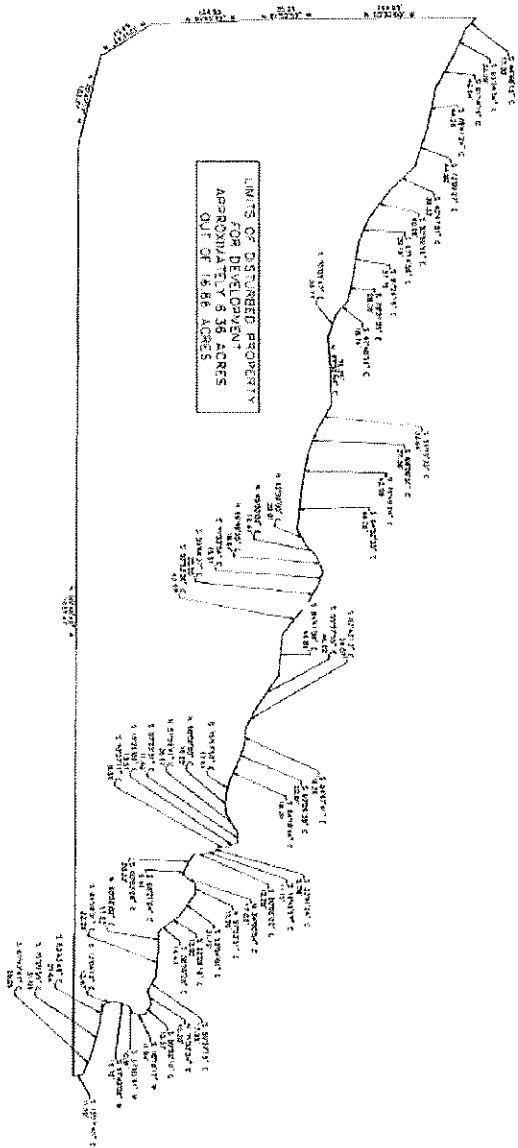
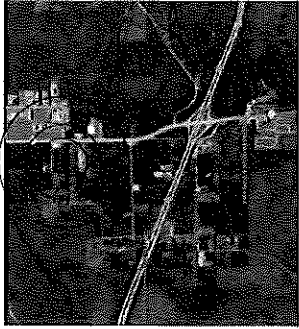
7. The seventh section of the map shows the location of the property in relation to the surrounding area. The property is located in the center of the map, surrounded by other properties and roads. The map is oriented with North at the top.

8. The eighth section of the map shows the boundaries of the property. The boundaries are marked with lines and numbers. The numbers indicate the distance in feet from the corner of the property to the center of the road.

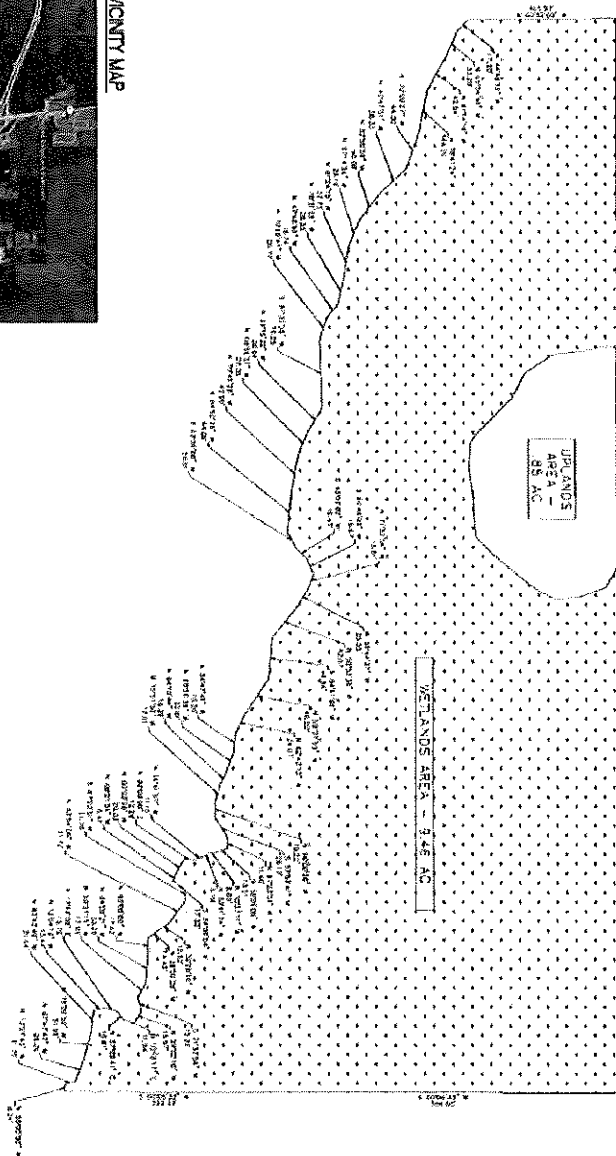
9. The ninth section of the map shows the location of the property in relation to the surrounding area. The property is located in the center of the map, surrounded by other properties and roads. The map is oriented with North at the top.

10. The tenth section of the map shows the boundaries of the property. The boundaries are marked with lines and numbers. The numbers indicate the distance in feet from the corner of the property to the center of the road.

VOLUME MAP



T. J. MORAN JR., PLS
 1111 1/2 N. 10TH ST.
 SUITE 100
 OMAHA, NE 68102
 PHONE: 338-4444
 FAX: 338-4444
 WWW: WWW.TJMORAN.COM



Year	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099
1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	

Mr. T. J. Moran, Jr., PLS
 82001, Highway 2710
 P.O. Box 2710
 Houston, Texas 77054
 Tel. 713/261-4710
 Telex 154444
 Cable 210000

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

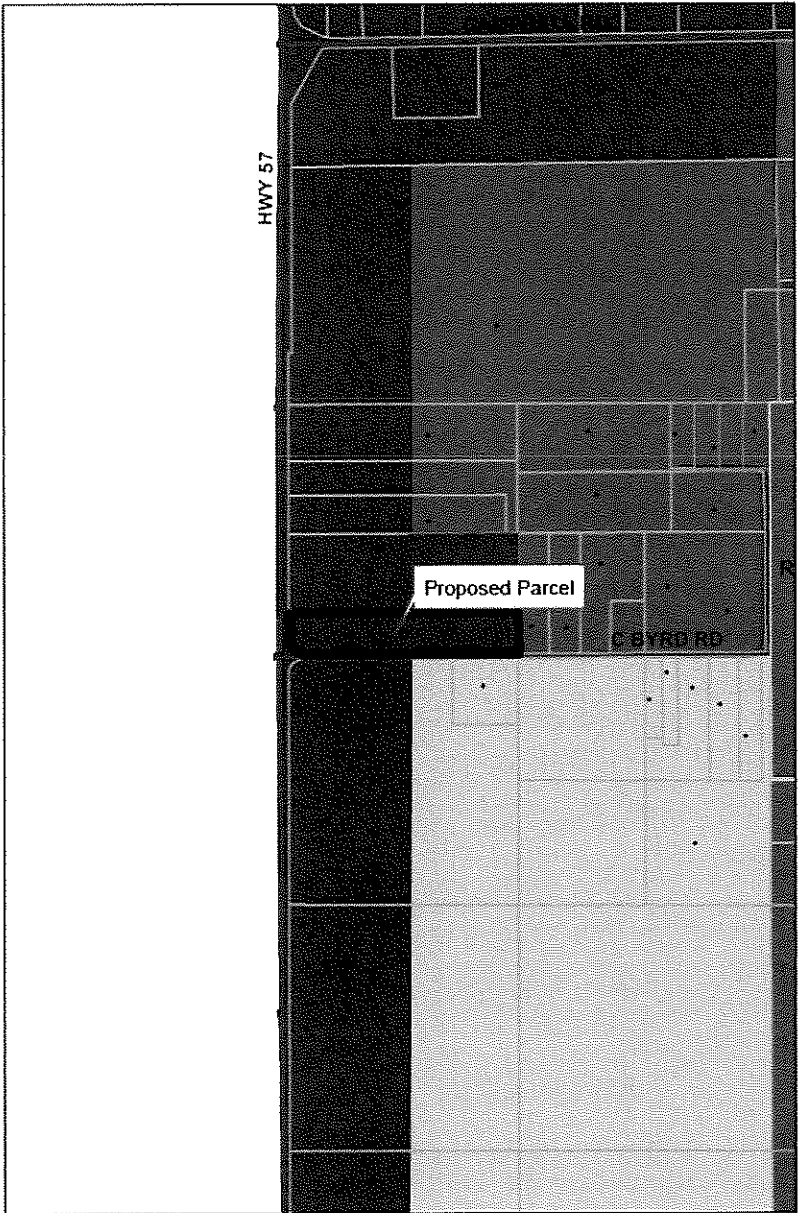


Exhibit C Existing Land-Use

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

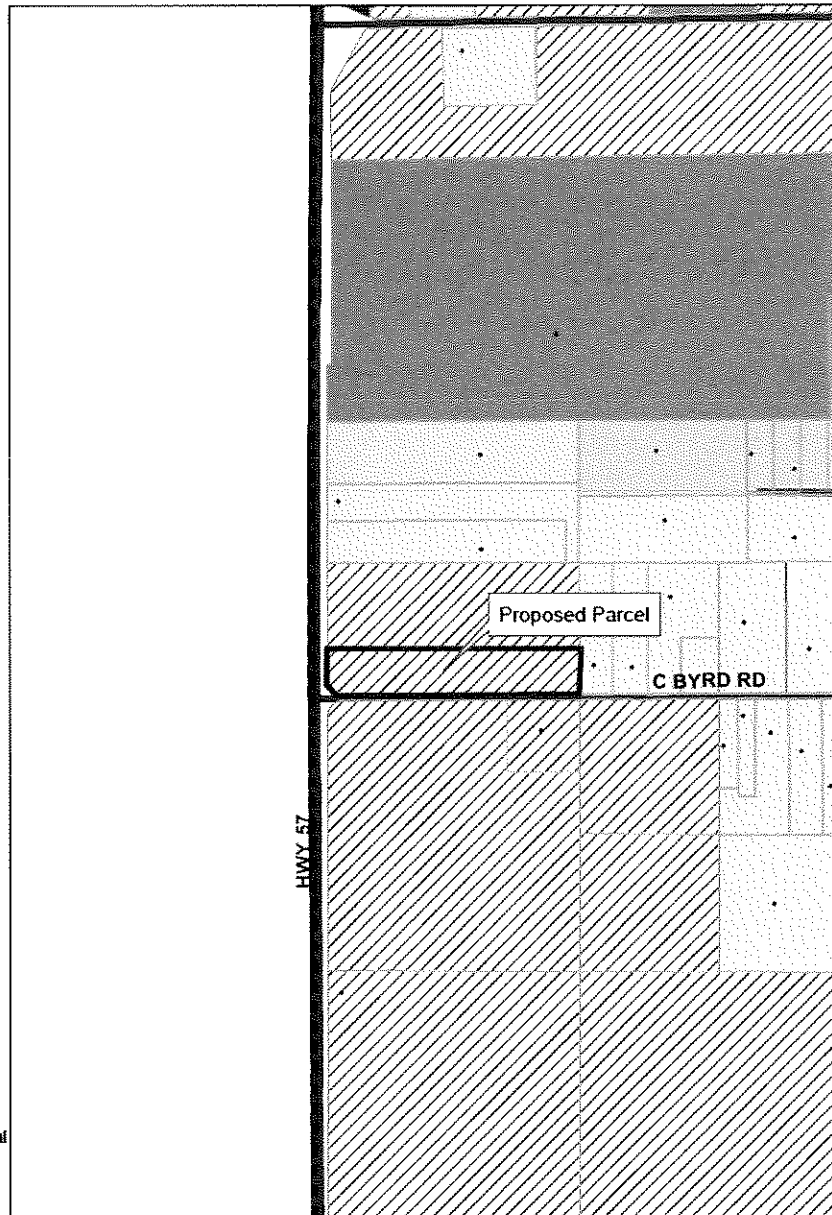
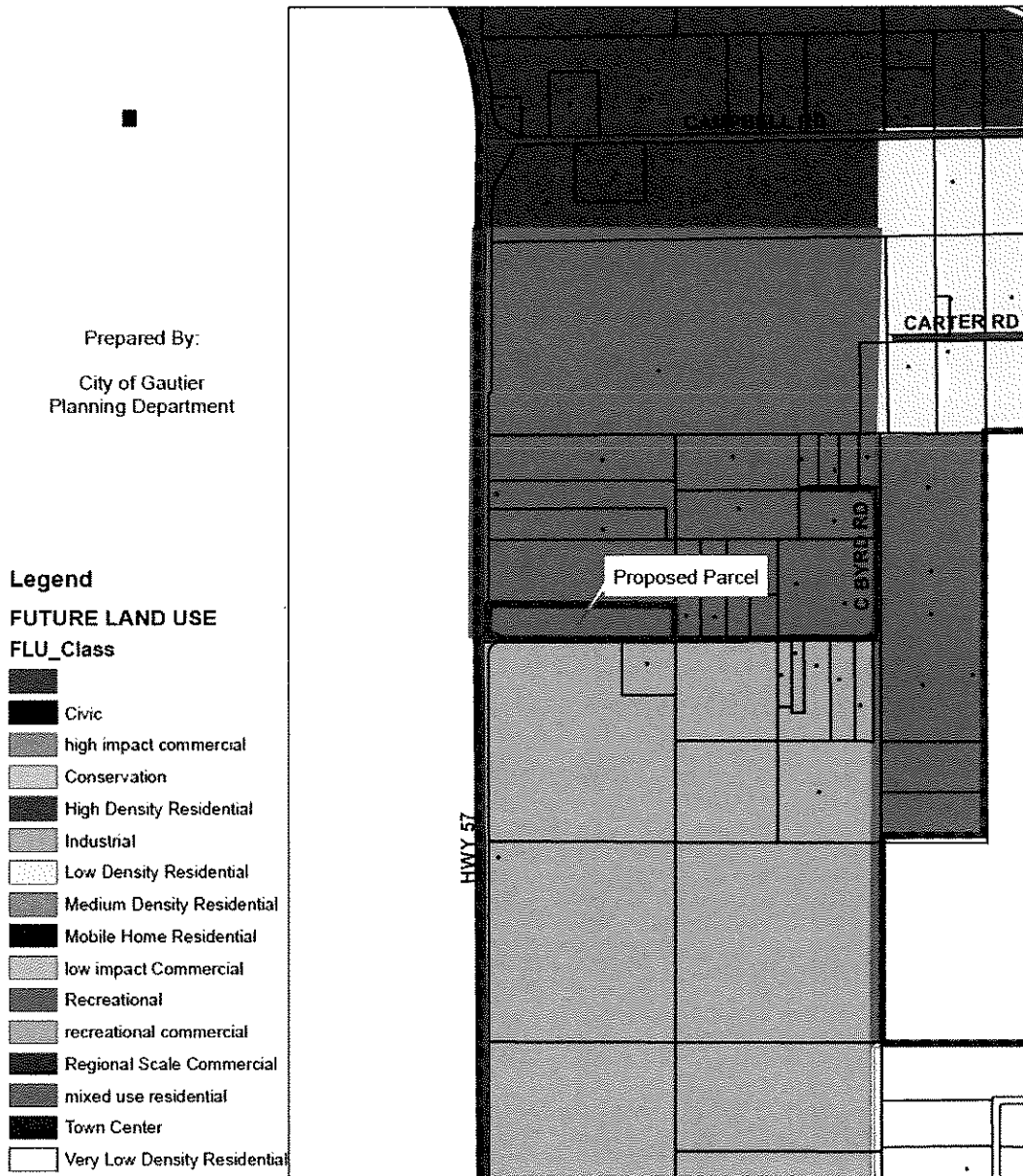


Exhibit D Future Land-Use



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

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

ORDER NUMBER 157-2026

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 George**, and the following vote was recorded:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 18, 2026.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STATE TREASURER Account Number 001-000-300	263187	08/18/2026	08/07/2026	07312026	08/01/2026	7,439.75 Amount	7,439.75
001	MS DEPT OF PUBLIC SAFETY Account Number 001-000-300	263188	08/18/2026	08/07/2026	07312026	08/01/2026	527.00 Amount	527.00
001	MS DEPT OF PUBLIC SAFETY Account Number 001-000-300	263189	08/18/2026	08/07/2026	07312026	08/01/2026	250.00 Amount	250.00
001	VICTIMS OF HUMAN TRAFFICKING FUND Account Number 001-000-300	263190	08/18/2026	08/07/2026	07312026	08/01/2026	50.00 Amount	50.00
001	ACE DATA STORAGE INC Account Number 001-100-699	263191	08/18/2026	08/07/2026	208790	08/01/2026	105.00 Amount	105.00
001	C SPIRE WIRELESS Account Number 001-100-606	263192	08/18/2026	08/07/2026	652433-62	08/01/2026	540.00 Amount	540.00
001	RJ YOUNG COMPANY LLC Account Number 001-092-698	263193	08/18/2026	08/07/2026	INV8174288	08/04/2026	398.92 Amount	398.92
001	DELTA UTILITIES Account Number 001-161-630	263196	08/18/2026	08/07/2026	4995626116	07/30/2026	61.25 Amount	61.25
001	SPARKLIGHT Account Number 001-170-698	263197	08/18/2026	08/07/2026	07232026	07/26/2026	257.88 Amount	257.88
001	SPARKLIGHT Account Number 001-161-698	263198	08/18/2026	08/07/2026	07232026	07/26/2026	144.71 Amount	144.71
001	SPARKLIGHT Account Number 001-161-698	263199	08/18/2026	08/07/2026	07232026	07/26/2026	124.76 Amount	124.76
001	SPARKLIGHT Account Number 001-161-698	263200	08/18/2026	08/07/2026	07232026	07/26/2026	124.76 Amount	124.76

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	A & B TOWING AND AUTOMOTIVE LLC Account Number 001-161-698	263206	08/18/2026	08/11/2026	Invoice # 07202026	Date 07/20/2026	P.O. Amount	275.00
		TOW FOR REPR: E-2						
001	BORDIS & DANOS PLLC Account Number 001-060-602 001-060-602	263207	08/18/2026	08/11/2026	Invoice # 10054 10054	Date 08/03/2026 08/03/2026	P.O. Amount	5,874.20
		AUG 2026 RETAINER						5,062.50
		LITIGATION: M BLUFF/G BRZ						811.70
001	CINTAS CORPORATION Account Number 001-205-535	263210	08/18/2026	08/11/2026	Invoice # 4274363360	Date 07/01/2026	P.O. Amount	698.25
		JUL 01 2026 MAINT						139.65
		JUL 08 2026 MAINT						139.65
		JUL 15 2026 MAINT						139.65
		JUL 22 2026 MAINT						139.65
		JUL 29 2026 MAINT						139.65
001	CIVICPLUS INC Account Number 001-092-606	263212	08/18/2026	08/11/2026	Invoice # 376134	Date 08/15/2026	P.O. Amount	6,025.82
		ANNUAL RENEWAL: WEBSITE MGT						
001	CIVICPLUS INC Account Number 001-092-606	263214	08/18/2026	08/11/2026	Invoice # 380066	Date 09/01/2026	P.O. Amount	2,397.58
		ANNUAL FEE: AGENDA MGT						
001	MICAH HANCOCK Account Number 001-161-681	263216	08/18/2026	08/11/2026	Invoice # 08312026	Date 07/28/2026	P.O. Amount	100.00
		PER DIEM ADV: FIRE LEADERSHIP						
001	DELTA COMPUTER SYSTEMS INC Account Number 001-092-606	263217	08/18/2026	08/11/2026	Invoice # DHLMN22793 DHLMN22794	Date 07/13/2026 07/13/2026	P.O. Amount	471.70
		SEP 2026 ACCT SW MNT 50%						259.70
		SEP 2026 PRIV LIC SW MAINT						212.00
001	DIRECTV LLC Account Number 001-161-698	263219	08/18/2026	08/11/2026	Invoice # X260814	Date 08/14/2026	P.O. Amount	185.00
		WEST STN: 022727663 (SEP)						
001	GRAND VIEW SECURITY LLC Account Number 001-170-639	263220	08/18/2026	08/11/2026	Invoice # 0709215258 0709215258	Date 08/03/2026 08/03/2026	P.O. Amount	683.50
		TENDA ANTENNA 5KM (4)						396.00
		SERV CALL / LABOR						287.50
001	H2O INNOVATION OPERATION & MAINTENANCE Account Number 001-201-672	263221	08/18/2026	08/11/2026	Invoice # 2026-07	Date 07/31/2026	P.O. Amount	31,832.51
		JUL 2026 MAINT OPS						31,832.51

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RELX INC DBA LEXISNEXIS Account Number 001-092-698	263223	08/18/2026	08/11/2026	3096617508	P.O. 07/31/2026	172.00 Amount	172.00
001	MISSISSIPPI POWER Account Number 001-170-628	263224	08/18/2026	08/11/2026	0796886005	P.O. 08/05/2026	1,155.00 Amount	1,155.00
001	SOUTHERN PEST CONTROL INC Account Number 001-092-698	263225	08/18/2026	08/11/2026	00479498	P.O. 07/08/2026	445.25 Amount	445.25
001	SPORTSCONDUCTOR LLC DBA JARVIS Account Number 001-170-502	263228	08/18/2026	08/11/2026	6751	P.O. 08/01/2026	312.05 Amount	201.45 110.60
001	WASTE OIL COLLECTORS INC Account Number 001-205-698	263229	08/18/2026	08/11/2026	0029913	P.O. 07/30/2026	210.00 Amount	80.00 50.00 80.00
001	WASTE PRO - GAUTIER Account Number 001-170-698	263230	08/18/2026	08/11/2026	358585	P.O. 07/31/2026	285.00 Amount	35.00 250.00
001	SANTANDER BANK N A Account Number 001-161-815	263237	08/18/2026	08/11/2026	22035311	P.O. 07/27/2026	94,894.72 Amount	94,894.72
001	PSYCHOLOGICAL RESOURCES INC Account Number 001-100-604	263238	08/18/2026	08/12/2026	2607044	P.O. 07/01/2026	250.00 Amount	250.00
001	AUTO TRUCK AND TRAILER PARTS INC Account Number 001-161-638	263239	08/18/2026	08/12/2026	332558	P.O. 07/06/2026	139.45 Amount	129.75 9.70
001	WARREN PAVING INC Account Number 001-201-576	263240	08/18/2026	08/12/2026	130369	P.O. 08/05/2026	305.73 Amount	305.73
001	STEINER SAW & MOWER Account Number 001-161-639	263242	08/18/2026	08/12/2026	775129	P.O. 07/09/2026	176.00 Amount	40.00 48.00 12.00

Docket of Claims
Release date from 08/18/2026 thru 08/18/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STEINER SAW & MOWER	263242	08/18/2026	08/12/2026	Invoice #	Date	176.00	(CONTINUED)
	Account Number						Amount	
	001-161-639				07/09/2026	P.O.	12.00	
	001-161-639				07/09/2026		40.00	
	001-161-639				07/09/2026		24.00	
001	ADVANCE AUTO PARTS	263243	08/18/2026	08/12/2026	Invoice #	Date	12.73	
	Account Number						Amount	
	001-161-500				07/26/2026	P.O.	12.73	
001	LOWE'S	263249	08/18/2026	08/12/2026	Invoice #	Date	1,761.85	
	Account Number						Amount	
	001-161-635				06/25/2026	P.O.	26.56	
	001-161-638				06/26/2026		8.51	
	001-161-638				06/26/2026		10.43	
	001-161-559				06/29/2026		36.54	
	001-161-559				06/29/2026		10.43	
	001-161-635				06/29/2026		16.61	
	001-205-559				06/30/2026		13.16	
	001-205-559				06/30/2026		7.32	
	001-170-520				07/01/2026		587.00	
	001-170-639				07/06/2026		52.51	
	001-170-634				07/07/2026		14.78	
	001-170-634				07/07/2026		21.82	
	001-170-634				07/07/2026		8.56	
	001-205-586				07/07/2026		40.83	
	001-170-502				07/08/2026		12.33	
	001-205-559				07/08/2026		19.93	
	001-170-559				07/09/2026		1.37	
	001-170-559				07/09/2026		7.58	
	001-170-559				07/13/2026		10.98	
	001-170-559				07/13/2026		56.01	
	001-170-559				07/13/2026		35.11	
	001-092-635				07/14/2026		47.48	
	001-092-635				07/14/2026		83.85	
	001-170-639				07/14/2026		88.36	
	001-170-639				07/14/2026		64.56	
	001-170-639				07/14/2026		22.76	
	001-092-635				07/14/2026		15.18	
	001-092-635				07/14/2026		12.81	
	001-170-639				07/15/2026		27.81	
	001-170-559				07/15/2026		98.80	
	001-092-635				07/16/2026		21.78	
	001-092-635				07/20/2026		24.66	
	001-170-559				07/20/2026		34.16	
	001-170-559				07/20/2026		30.38	
	001-170-635				07/20/2026		15.18	
	001-092-586				07/21/2026		19.93	
	001-205-635				07/21/2026		14.15	
	001-170-634				07/21/2026		76.89	
	001-170-634				07/23/2026		36.26	
	001-170-634				07/23/2026		28.48	

Fund	Name of Claimant	Account Number	Description	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEC	001-092-605	MONTHLY LONG DISTANCE	263259	08/18/2026	08/12/2026	1295744	08/01/2026	111.90	111.90
001	JACKSON COUNTY ADULT DETENTION CENTER	001-010-696	JUL 2026 ADC CHRGS	263260	08/18/2026	08/12/2026	07312026	08/11/2026	7,150.00	7,150.00
001	RJ YOUNG COMPANY LLC	001-100-699	UNL-J7RK00-01 RENTAL FEE	263261	08/18/2026	08/12/2026	INV8182078	08/10/2026	351.40	351.40
001	SPARKLIGHT	001-092-698	AUG 2026: CITY HALL 17254	263262	08/18/2026	08/12/2026	08012026	08/04/2026	139.06	139.06
001	SPARKLIGHT	001-170-698	AUG 2026: SR BLDG 48895	263263	08/18/2026	08/12/2026	08012026	08/04/2026	124.08	124.08
001	AT&T MOBILITY	001-092-605	AUG 2026 IT AIR BUS: WFD	263264	08/18/2026	08/12/2026	X08082026	07/31/2026	63.74	63.74
001	C SPIRE WIRELESS	001-094-605	COUNCIL CALL PHONE	263266	08/18/2026	08/12/2026	0030759348	07/31/2026	1,140.61	1,140.61
			CTY MGR CELL PHONE				0030759348	07/31/2026	125.47	125.47
			ADMIN CEL PHONE				0030759348	07/31/2026	19.74	19.74
			ELDG-PLNG CELL PHONE				0030759348	07/31/2026	41.91	41.91
			IPAD SERVICE (3)				0030759348	07/31/2026	261.44	261.44
			FIRE CELL PHONES				0030759348	07/31/2026	103.44	103.44
			REC CELL PHONES				0030759348	07/31/2026	148.02	148.02
			MAINT CELL PHONES				0030759348	07/31/2026	257.03	257.03
			GRANT-PROJ CELL PHONES				0030759348	07/31/2026	124.36	124.36
									59.20	59.20
001	O'REILLY AUTO PARTS	001-100-570	PUSH RIVET; RETAINER(3): PD	263269	08/18/2026	08/12/2026	1978413644	06/29/2026	2,029.99	2,029.99
		001-100-570	SWITCH ASSY; ACO 19591				1978414618	07/07/2026	Amount	Amount
		001-100-570	2G ANTI-FRZ; AIR FLTR: 19591				1978414732	07/08/2026	19.96	19.96
		001-100-570	RIVET GUN W/ RIVETS: 02302				1978414782	07/08/2026	78.65	78.65
		001-161-639	SPRK PLUG; PREMIX FUEL: WDEATER				1978414823	07/09/2026	44.23	44.23
		001-161-638	OUTLET GSKT(2); COOLANT LINE				1978414860	07/09/2026	84.64	84.64
		001-161-638	MICRO V BELT: CMD 43104				1978414951	07/10/2026	35.99	35.99
		001-100-570	HEAD LAMP CAPSULE: 19684				1978414951	07/10/2026	17.13	17.13
		001-100-570	BRK PADS; ROTOR(2): 10186				1978415171	07/11/2026	63.12	63.12
		001-100-570	CABIN FLTR; AIR FLTR: 10186				1978415384	07/14/2026	74.25	74.25
		001-170-639	SQT LAWN MOWER OIL (4)				1978415441	07/14/2026	6.18	6.18

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	263269	08/18/2026	08/12/2026		P.O.	2,029.99	(CONTINUED)
	Account Number	Description	Invoice #	Date	Invoice #	Date	Amount	
	001-100-570	VIV KIT;AC SEAL KIT(2): 19684	1978415538	07/15/2026			64.01	
	001-100-570	EVAP VAPOR CANNISTER: 19684	1978415650	07/16/2026			130.00	
	001-170-639	LAWN MOWER BATTERY	1978415655	07/16/2026			60.38	
	001-100-570	BATTERY: 12406	1978415715	07/16/2026			150.39	
	001-100-570	DOOR LATCH ACTUATOR: 19684	1978415813	07/17/2026			113.84	
	001-100-570	BRK PADS (REAR): 10363	1978416136	07/20/2026			56.60	
	001-100-570	BRK PADS; ROTOR(2): 10636	1978416161	07/20/2026			164.99	
	001-100-570	BRK SENSOR; OIL FLTR: 19684	1978416212	07/20/2026			14.82	
	001-100-570	BRK SENSOR; SOCKET: 19684	1978416212	07/20/2026			13.85	
	001-100-570	INTERIOR MINI BULB: 19684	1978416212	07/20/2026			3.97	
	001-100-570	RTN CR: DOOR LTCH ACT 19684	1978416355	07/21/2026			-113.84	
	001-170-638	IGN COIL; SPKPLUG: F250 REC	1978416356	07/21/2026			38.00	
	001-100-570	HEAD LAMP CAPSULE 2PK	1978416407	07/22/2026			30.57	
	001-100-570	BRK PADS (2); ROTOR(2): 14770	1978416415	07/22/2026			182.98	
	001-100-570	AIR FILTER: 14770	1978416415	07/22/2026			14.25	
	001-100-570	GAL WIPER FLD; 2G ANTIFRZ	1978416438	07/22/2026			34.67	
	001-100-570	HEAD LAMP CAPSULE: 19684	1978416497	07/23/2026			6.18	
	001-100-570	BATTERY: 19686	1978416622	07/24/2026			172.39	
	001-100-570	RTN CR: BATTERY 19686	1978416636	07/24/2026			-172.39	
	001-205-570	BATTERY W/ CORE: 49362	1978416985	07/27/2026			146.11	
	001-205-570	RTN CR: CORE CHG 49362	1978416990	07/27/2026			-22.00	
	001-205-570	BATTERY: 16955	1978417079	07/28/2026			197.92	
	001-161-638	THERMOSTAT GASKET: CMD 43104	1978417125	07/28/2026			9.97	
001	SINGING RIVER ELECTRIC COOPERATIVE	263270	08/18/2026	08/12/2026		P.O.	682.26	
	Account Number	Description	Invoice #	Date	Invoice #	Date	Amount	
	001-201-629	SIGNAL LIGHTS 10138	07192026	07/27/2026			128.44	
	001-170-631	BACOT LIGHTS 10137	07192026	07/27/2026			553.82	
001	SINGING RIVER ELECTRIC COOPERATIVE	263271	08/18/2026	08/12/2026		P.O.	906.58	
	Account Number	Description	Invoice #	Date	Invoice #	Date	Amount	
	001-201-633	DOLPHIN ST 94990002	07182026	07/24/2026			724.85	
	001-201-633	DOLPHIN ST 94980002	07182026	07/24/2026			67.17	
	001-201-633	DOLPHIN ST 94980002	07182026	07/24/2026			52.26	
	001-201-633	DOLPHIN ST 94987002	07182026	07/24/2026			62.30	
001	SINGING RIVER ELECTRIC COOPERATIVE	263272	08/18/2026	08/12/2026		P.O.	522.03	
	Account Number	Description	Invoice #	Date	Invoice #	Date	Amount	
	001-161-631	SOUTH FD 76008001	07192026	07/27/2026			376.87	
	001-170-631	BACOT SPLASHPAD 103751001	07192026	07/27/2026			36.87	
	001-170-631	BACOT UPGRADES 113730001	07192026	07/27/2026			69.29	
	001-170-631	BACOT 114484001	07192026	07/27/2026			39.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	263273	08/18/2026	08/12/2026		P.O.	2,881.29	
	Account Number	Description	Invoice #	Date	Invoice #	Date	Amount	
	001-100-631	POLICE STATION 66298004	07182026	07/24/2026			2,275.15	
	001-201-629	SIGNAL LIGHTS 89113001	07182026	07/24/2026			70.78	
	001-201-633	STREET LIGHTS 90345002	07182026	07/24/2026			195.40	
	001-092-631	RECORDS BLDG 90790001	07182026	07/24/2026			293.56	
	001-201-633	BELK SIGN 97127001	07182026	07/24/2026			46.40	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	263276	08/18/2026	08/12/2026	Invoice #	Date	P.O.	Amount
	Account Number	Description	Invoice #	Date	Invoice #	Date	P.O.	Amount
	001-170-631	SPORTS PAVILION 66582005	07182026	07/24/2026	07182026	07/24/2026		134.11
	001-170-631	CITY PARK RSTRMS 89912001	07182026	07/24/2026	07182026	07/24/2026		99.93
	001-170-631	FRAZIER RSTRMS 98546001	07182026	07/24/2026	07182026	07/24/2026		56.86
	001-170-631	SRM VENUE 104312012	07182026	07/24/2026	07182026	07/24/2026		35.00
	001-170-631	SRM PW BOX 104459007	07182026	07/24/2026	07182026	07/24/2026		35.00
	001-170-631	FITNESS TRAIL 109268001	07182026	07/24/2026	07182026	07/24/2026		37.63
	001-170-631	DOLPHN PW BOX 6 11079006	07182026	07/24/2026	07182026	07/24/2026		35.00
001	FUELMAN	263280	08/18/2026	08/12/2026	Invoice #	Date	P.O.	Amount
	Account Number	Description	Invoice #	Date	Invoice #	Date	P.O.	Amount
	001-090-525	UNL FUEL	NP70919652	08/03/2026	NP70919652	08/03/2026		91.48
	001-100-525	UNL FUEL	NP70919652	08/03/2026	NP70919652	08/03/2026		2,676.27
	001-161-525	UNL&DSL FUEL	NP70919652	08/03/2026	NP70919652	08/03/2026		813.64
	001-170-525	UNL FUEL	NP70919652	08/03/2026	NP70919652	08/03/2026		493.21
	001-205-525	UNL FUEL	NP70919652	08/03/2026	NP70919652	08/03/2026		94.53
001	FUELMAN	263282	08/18/2026	08/12/2026	Invoice #	Date	P.O.	Amount
	Account Number	Description	Invoice #	Date	Invoice #	Date	P.O.	Amount
	001-090-525	UNL FUEL	NP70964177	08/10/2026	NP70964177	08/10/2026		115.54
	001-100-525	UNL FUEL	NP70964177	08/10/2026	NP70964177	08/10/2026		2,690.66
	001-161-525	UNL&DSL FUEL	NP70964177	08/10/2026	NP70964177	08/10/2026		952.45
	001-170-525	UNL FUEL	NP70964177	08/10/2026	NP70964177	08/10/2026		295.74
	001-205-525	UNL&DSL FUEL	NP70964177	08/10/2026	NP70964177	08/10/2026		169.97
001	GALLS LLC	263284	08/18/2026	08/13/2026	Invoice #	Date	P.O.	Amount
	Account Number	Description	Invoice #	Date	Invoice #	Date	P.O.	Amount
	001-090-559	AP1220 GPS RMV BATTERY (2)	035827671	07/31/2026	035827671	07/31/2026	261263	56.42
	001-090-559	SHIPPING	035827671	07/31/2026	035827671	07/31/2026	261263	7.00
001	REYNOLDS WHOLESALE CO	263286	08/18/2026	08/13/2026	Invoice #	Date	P.O.	Amount
	Account Number	Description	Invoice #	Date	Invoice #	Date	P.O.	Amount
	001-161-510	#1508 CS MFB TOWELS (6)	81079	08/04/2026	81079	08/04/2026	261297	167.70
	001-161-510	38X58 BLK CAN LINER 100CT (4)	81079	08/04/2026	81079	08/04/2026	261297	139.80
	001-161-510	DAWN DETERGENT 38OZ 8CT	81079	08/04/2026	81079	08/04/2026	261297	63.60
	001-161-510	BLEACH 6CT GAL (2)	81079	08/04/2026	81079	08/04/2026	261297	59.90
	001-161-510	PINE SOL 80OZ BOTTLE (6)	81079	08/04/2026	81079	08/04/2026	261297	58.50
	001-161-510	LYSOL SPRAY 19OZ (10)	81079	08/04/2026	81079	08/04/2026	261297	69.90
	001-161-510	#BWK SCOURING PAD (15)	81079	08/04/2026	81079	08/04/2026	261297	8.85
	001-161-510	SCOTCH BRITE SPONGE (10)	81079	08/04/2026	81079	08/04/2026	261297	8.90
	001-161-510	GOJO SOAP #9127 12CT	81079	08/04/2026	81079	08/04/2026	261297	58.80
	001-161-510	COMET POWDER 21OZ CAN (15)	81079	08/04/2026	81079	08/04/2026	261297	25.35
	001-092-510	CLOROX WIPES 10CT	81099	08/07/2026	81099	08/07/2026	261320	49.50
	001-092-510	VB PAPER TOWEL 30CT (3)	81099	08/07/2026	81099	08/07/2026	261320	110.85
	001-092-510	30X36 WHT CAN LINER 200CT (2)	81099	08/07/2026	81099	08/07/2026	261320	65.00
	001-092-510	38X58 BLK CAN LINER 100CT	81099	08/07/2026	81099	08/07/2026	261320	34.95
	001-092-510	FUSION TIME MIST SPRAY 12CT	81099	08/07/2026	81099	08/07/2026	261320	69.00
	001-092-510	LYSOL SPRAY 19OZ 12CT (2)	81099	08/07/2026	81099	08/07/2026	261320	167.76
	001-092-510	PF LATEX GLOVES 100CT (10)	81099	08/07/2026	81099	08/07/2026	261320	70.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO	263286	08/18/2026	08/13/2026	Invoice #		1,412.51	(CONTINUED)
	Account Number	Description		Invoice		P.O.	Amount	
	001-092-510	FINE SOL 3/60 OZ CS		81099		261320	29.25	
	001-092-510	WINDEX GALLON (2)		81099		261320	25.90	
	001-092-510	URINAL MATS 6CT		81099		261320	59.50	
	001-092-510	TOILET MATS 6CT		81099		261320	69.50	
001	GULF HYDRAULICS & PNEUMATICS INC	263288	08/18/2026	08/13/2026	Invoice #		125.66	
	Account Number	Description		Invoice		P.O.	Amount	
	001-205-559	12G2 HOSE 3100 PSI (2)		199967		261259	27.08	
	001-205-559	12C12FFORX FEM FLAT FACE STEM		199967		261259	29.92	
	001-205-559	12C212MFFOR MALE FLAT FACE		199967		261259	31.65	
	001-205-559	12MFFOR12FFORX9 HG16 HOSE CVR		199967		261259	22.43	
	001-205-559	NPS106 HG16 HOSE COVER (2)		199967		261259	7.08	
	001-205-559	HOSE ASSEMBLY CHARGE		199967		261259	7.50	
001	SUNBELT FIRE INC	263289	08/18/2026	08/13/2026	Invoice #		112.62	
	Account Number	Description		Invoice		P.O.	Amount	
	001-161-638	HYDRAULIC DIPSTICK RESERVOIR		42820		261295	86.99	
	001-161-638	FREIGHT		42820		261295	25.63	
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	263291	08/18/2026	08/13/2026	Invoice #		490.00	
	Account Number	Description		Invoice		P.O.	Amount	
	001-170-535	SFTY ORG TEE W/LOGO (28)		2608023		261250	392.00	
	001-170-535	SFTY ORG TEE W/LOGO 3XL (7)		2608023		261250	98.00	
001	O'REILLY AUTO PARTS	263297	08/18/2026	08/13/2026	Invoice #		1,105.23	
	Account Number	Description		Invoice		P.O.	Amount	
	001-100-570	NEW COMPRESSOR		1978413667		261154	331.53	
	001-100-570	CORE CHARGE		1978413667		261154	10.00	
	001-100-570	A/C KIT		1978413667		261154	43.31	
	001-100-570	RTN CR: CORE CHG		1978413789		261154	-10.00	
	001-205-559	FAN WRENCH ITEM #43300		1978414950		261210	181.99	
	001-170-638	BATTERY: 2011 F350		1978415323		261221	137.59	
	001-100-638	A/C KIT: #19684		1978415522		261214	43.31	
	001-100-638	NEW COMPRESSOR		1978415522		261214	331.53	
	001-100-638	CORE CHARGE		1978415522		261214	10.00	
	001-100-638	12OZ R134A (3)		1978415522		261214	35.97	
	001-100-638	RTN CR: CORE CHG		1978415559		261214	-10.00	
001	SUN HERALD ADVERTISING	263299	08/18/2026	08/13/2026	Invoice #		138.07	
	Account Number	Description		Invoice		P.O.	Amount	
	001-090-615	PUBL NOTICE: GPC #26-38-SE PER		IN167642		261238	25.77	
	001-090-615	PUBL NOTICE: GPC #26-39-RZ SCR		IN167643		261238	30.64	
	001-090-615	PUBL NOTICE: GPC #26-41-VAR		IN167644		261238	29.49	
	001-090-615	PUBL NOTICE: GPC #26-42-RZ COX		IN167645		261238	27.56	
	001-040-615	PUBL NOTICE: ORD 289-2026		IN167640		261238	24.61	
001	PHOENIX ENVIRONMENTAL DESIGN INC	263301	08/18/2026	08/13/2026	Invoice #		3,640.00	
	Account Number	Description		Invoice		P.O.	Amount	
	001-170-559	ROUND UP QUICKPRO 6.8LB (20)		CD-009		261315	2,340.00	
	001-170-559	PRODIAMINE 2.5 GAL (5)		CD-009		261315	1,150.00	
	001-170-559	SHIPPING		CD-009		261315	150.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SOUTHERN REGIONAL SAFETY INST Account Number 001-100-681	263302	08/18/2026	08/13/2026	Invoice # 2952	07/25/2026	700.00	700.00
001	PRO-LOCK LOCKSMITH SERVICE LLC Account Number 001-205-570	263303	08/18/2026	08/13/2026	Invoice # 5080626-1	08/06/2026	79.95	79.95
001	STAPLES BUSINESS ADVANTAGE DEPT ATL Account Number 001-090-559	263304	08/18/2026	08/13/2026	Invoice # 6069383905	07/24/2026	2,489.72	359.99
					6069383909	07/24/2026	Amount	19.55
					6069383909	07/24/2026	261248	19.55
					6069383909	07/24/2026	261248	69.99
					6069383909	07/24/2026	261248	16.00
					6069383909	07/24/2026	261248	122.52
					6069383909	07/24/2026	261248	274.92
					6069383909	07/24/2026	261248	8.51
					6069383909	07/24/2026	261248	106.89
					6069383909	07/24/2026	261248	39.49
					6069383909	07/24/2026	261248	66.37
					6069383909	07/24/2026	261248	11.17
					6069383909	07/24/2026	261248	14.67
					6069383909	07/24/2026	261248	20.15
					6069383909	07/24/2026	261248	13.69
					6069383909	07/24/2026	261248	6.60
					6069383909	07/24/2026	261248	99.95
					6069383909	07/24/2026	261248	40.99
					6069383909	07/24/2026	261248	20.32
					6069383909	07/24/2026	261248	10.21
					6069383909	07/24/2026	261248	25.89
					6069383909	07/24/2026	261248	7.31
					6069383909	07/24/2026	261248	4.44
					6069383909	07/24/2026	261248	44.99
					6069383909	07/24/2026	261248	213.75
					6069383909	07/24/2026	261248	553.38
					6069383909	07/24/2026	261248	26.09
					6069383909	07/24/2026	261248	96.38
001	GRAFIX SHOPPE Account Number 001-100-570	263306	08/18/2026	08/13/2026	Invoice # 172565	07/24/2026	440.00	405.00
					172565	07/24/2026	261235	35.00
001	REEVES COMPANY INC Account Number 001-100-535	263307	08/18/2026	08/13/2026	Invoice # 542610	07/22/2026	203.15	102.80
					542610	07/22/2026	261236	86.35
					542610	07/22/2026	261236	14.00

Docket of Claims
Release date from 08/18/2026 thru 08/18/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GRAND VIEW SECURITY LLC	263308	08/18/2026	08/13/2026	Invoice #	Date	P.O.	Amount
	Account Number							
	001-170-639				0713129739	08/03/2026	261224	540.00
	001-170-639				0713129739	08/03/2026	261224	880.00
	001-170-639				0713129739	08/03/2026	261224	1,320.00
	001-170-639				0713129739	08/03/2026	261224	980.00
001	LEGAL AND LIABILITY RISK MGMT INST	263309	08/18/2026	08/13/2026	Invoice #	Date	P.O.	Amount
	Account Number							
	001-100-681				261353	07/16/2026	261230	350.00
001	AMAZON CAPITAL SERVICE	263310	08/18/2026	08/13/2026	Invoice #	Date	P.O.	Amount
	Account Number							
	001-170-511				1K79HPDVQK	08/03/2026	261258	103.99
	001-001-559				1YXWYGFEC	08/04/2026	261257	28.72
	001-001-559				1YXWYGFEC	08/04/2026	261257	24.22
	001-170-502				17416KWM4V	08/11/2026	261323	587.80
	001-100-570				1JT9TMYJDM	08/11/2026	261318	244.14
001	CANNON PAF LLC	263311	08/18/2026	08/13/2026	Invoice #	Date	P.O.	Amount
	Account Number							
	001-161-638				252178	07/15/2026	261208	67.92
	001-161-638				252178	07/15/2026	261208	953.64
	001-161-638				252178	07/15/2026	261208	100.00
	001-161-638				252178	07/15/2026	261208	60.18
	001-161-638				252178	07/15/2026	261208	444.16
	001-161-638				252178	07/15/2026	261208	12.92
	001-161-638				CM252178	08/03/2026	261208	-100.00
	001-161-638				252197	07/21/2026	261227	7.93
	001-161-638				252197	07/21/2026	261227	19.08
001	OCCUPATIONAL HEALTH CENTER INC	263312	08/18/2026	08/13/2026	Invoice #	Date	P.O.	Amount
	Account Number							
	001-022-604				440873	08/06/2026	261196	75.00
	001-022-604				440873	08/06/2026	261196	35.00
	001-022-604				440873	08/06/2026	261225	75.00
	001-022-604				440873	08/06/2026	261225	35.00
	001-022-604				440873	08/06/2026	261240	75.00
	001-022-604				440873	08/06/2026	261240	35.00
	001-022-604				440873	08/06/2026	261261	75.00
	001-022-604				440873	08/06/2026	261261	35.00
001	DELTA UTILITIES	263315	08/18/2026	08/13/2026	Invoice #	Date	P.O.	Amount
	Account Number							
	001-161-630				4750739471	07/30/2026		53.32
001	ELAN FINANCIAL SERVICES	263322	08/18/2026	08/13/2026	Invoice #	Date	P.O.	Amount
	Account Number							
	001-092-606				07082026	07/07/2026		75.00
	001-100-559				07142026	07/13/2026		43.31

Fund	Name of Claimant	Account Number	Description	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ELAN FINANCIAL SERVICES			263322	08/18/2026	08/13/2026			2,803.81	(CONTINUED)
			ACROBAT PRO RENEWAL			Invoice #	Date	P.O.	Amount	
		001-022-559	ACROBAT PRO RENEWAL (2)			07152026	07/14/2026		287.88	
		001-032-606	CREATIVE CLOUD/ADOBE EXPRESS			07152026	07/14/2026		575.76	
		001-034-704	GREEN ENVELOPE RENEWAL			07152026	07/14/2026		1,249.87	
		001-034-704	LED 4K ULTRA TV; WALL MOUNT			07152026	07/14/2026		225.00	
		001-100-559	POLO(3); TSHIRT(4); PLNG			07172026	07/16/2026		174.28	
		001-090-535	ION CHEER ACTION SHOE SIZER			08032026	07/31/2026		94.71	
		001-170-502				08042026	08/03/2026		78.00	
FUND TOTAL	1 Claims	to	Checks	70 Total	204,539.49 Manual			Held	Total	204,539.49

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	SOUTHERN PEST CONTROL INC Account Number 004-510-699	263226	08/18/2026	08/11/2026	Invoice # 00479498	Date 07/08/2026	P.O. Amount 200.00	
004	GREENAWALT HOSPITALITY LLC Account Number 004-510-699	263245	08/18/2026	08/12/2026	Invoice # I1407	Date 08/01/2026	P.O. Amount 280.00	
FUND TOTAL	4 Claims	to	Checks	2 Total	480.00 Manual	Held	Total	480.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	C SPIRE WIRELESS	263265	08/18/2026	08/12/2026			896.48	
	Account Number 156-100-606	Description GPD MODEM PLAN(26)	JUL 2026	Invoice # 08022026	Date 08/02/2026	P.O.	Amount	
		Checks	1 Total	896.48	Manual	Held	Total	896.48
FUND TOTAL	156 Claims							

Docket of Claims
Release date from 08/18/2026 thru 08/18/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	BROTHERHOOD SERVICE COMPANY LLC Account Number 171-176-721	263247	08/18/2026	08/12/2026	Invoice # 5	Date 08/11/2026	13,165.10 Amount	
		SSP BATHHOUSE EXP 99.52%				P.O.		
FUND TOTAL 171 Claims	to	Checks	1 Total	13,165.10	Manual	Heid	Total	13,165.10

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY Account Number 172-350-650	263050	08/18/2026	07/22/2026	Invoice # 07212026	Date 07/21/2026	P.O. Amount 4,048.24	
FUND TOTAL	172 Claims	to	Checks	1 Total	4,048.24	Manual	Held	Total 4,048.24

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SPARKLIGHT	263201	08/18/2026	08/07/2026	Invoice # 07232026	Date 07/26/2026 P.O.	144.26 Amount	144.26
	Account Number 176-170-699	Description AUG 2026: SSP 50008						
176	BAY ICE COMPANY INC	263231	08/18/2026	08/11/2026	Invoice # 728948	Date 06/30/2026 P.O.	50.00 Amount	50.00
	Account Number 176-170-699	Description JUL 2026 BOX RENTAL						
176	FOSTERS A/C & HEATING INC	263232	08/18/2026	08/11/2026	Invoice # P1192268	Date 07/28/2026 P.O.	542.78 Amount	167.50
	Account Number 176-170-699	Description ESA RENEWAL/CLING: ENT BLDG						68.00
	Account Number 176-170-635	Description DUAL CAPACITOR 45						275.00
	Account Number 176-170-635	Description SERV CALL/LABOR: BATHHOUSE						32.28
	Account Number 176-170-635	Description FILTER; 410A REFRIGERANT						
176	LOWE'S	263256	08/18/2026	08/12/2026	Invoice # 978871	Date 07/16/2026 P.O.	653.86 Amount	265.05
	Account Number 176-170-559	Description EGO POWER TRIMMER W/BTRY						284.05
	Account Number 176-170-559	Description EGO POWER LEAF BLOWER W/BTRY						10.80
	Account Number 176-170-586	Description KEY BLANK (2): RANGER HSE						56.96
	Account Number 176-170-559	Description 10-B:C FIRE EXTINGUISHER (2)						4.73
	Account Number 176-170-586	Description JUMBO TOILET WAX RING						25.65
	Account Number 176-170-586	Description 4-4-6 TRTD #2 (3): SITE 15						6.62
	Account Number 176-170-586	Description 3" RED COMBO REFLECT (2)						
176	C SPIRE WIRELESS	263267	08/18/2026	08/12/2026	Invoice # 0030759348	Date 06/30/2026 P.O.	53.75 Amount	53.75
	Account Number 176-170-605	Description CELL PHONE						
176	O'REILLY AUTO PARTS	263274	08/18/2026	08/12/2026	Invoice # 1978413780	Date 06/30/2026 P.O.	90.12 Amount	90.12
	Account Number 176-170-639	Description BATTERY: SSP POLARIS						
176	SINGING RIVER ELECTRIC COOPERATIVE	263279	08/18/2026	08/12/2026	Invoice # 07192026	Date 07/27/2026 P.O.	3,550.05 Amount	60.60
	Account Number 176-170-631	Description HOUSE 76855002						2,803.11
	Account Number 176-170-631	Description PARK FACILITIES 76854002						35.00
	Account Number 176-170-631	Description DUMP STATION 109931001						651.34
	Account Number 176-170-631	Description SP WELCOME CENTER 108928002						
176	HAYGOODS INDUSTRIAL ENGRAVERS INC	263292	08/18/2026	08/13/2026	Invoice # 2608011	Date 08/05/2026 P.O.	516.00 Amount	288.00
	Account Number 176-170-541	Description GILDAN TSHIRT (36): GEN STORE						80.00
	Account Number 176-170-541	Description GILDAN TSHIRT 2XL(8): GEN STORE						120.00
	Account Number 176-170-541	Description LS T-SHIRT (10): GEN STORE						28.00
	Account Number 176-170-541	Description LS T-SHIRT 2XL (2): GEN STORE						

Docket of Claims
Release date from 08/18/2026 thru 08/18/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	J H WRIGHT & ASSOCIATES INC Account Number 176-170-586	263313	08/18/2026	08/13/2026	Invoice # 480107	Date 08/06/2026	1,950.00 Amount 261262	1,950.00
		Description LIBERTY GRINDER PUMP 2HP				P.O.		
FUND TOTAL	176 Claims	9 Total	7,550.82	Manual			Held	Total 7,550.82

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
314	SEYMOUR ENGINEERING PLLC Account Number 314-301-762	263246	08/18/2026	08/12/2026			63,750.00	
		Description TO 3 PRELIM ENG: CSX PROJ		Invoice # 9880		Date 08/11/2026	Amount 63,750.00	
FUND TOTAL 314 Claims	to	Checks	1 Total	63,750.00 Manual	Held	Total	63,750.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT Account Number 400-000-104	263165 Description TR DMR WIRE: FUND 171	08/18/2026	08/06/2026 Invoice # 08042026		P.O.	87,459.90 Amount	87,459.90
400	RJ YOUNG COMPANY LLC Account Number 400-092-698	263194 Description UNL-J9NI00-01 RENTAL FEE	08/18/2026	08/07/2026 Invoice # INV8174288		P.O.	398.92 Amount	398.92
400	RJ YOUNG COMPANY LLC Account Number 400-650-698	263195 Description UNL-J9T500-01 RENTAL FEE	08/18/2026	08/07/2026 Invoice # INV8174289		P.O.	235.80 Amount	235.80
400	BORDIS & DANOS PLLC Account Number 400-060-602	263209 Description AUG 2026 RETAINER	08/18/2026	08/11/2026 Invoice # 10054		P.O.	5,062.50 Amount	5,062.50
400	CIVICPLUS INC Account Number 400-092-606	263213 Description ANNUAL RENEWAL: WEBSITE MGT	08/18/2026	08/11/2026 Invoice # 376134		P.O.	6,025.82 Amount	6,025.82
400	CIVICPLUS INC Account Number 400-092-606	263215 Description ANNUAL FEE: AGENDA MGT	08/18/2026	08/11/2026 Invoice # 380066		P.O.	2,397.57 Amount	2,397.57
400	DELTA COMPUTER SYSTEMS INC Account Number 400-092-606	263218 Description SEP 2026 ACCT SW MNT 50%	08/18/2026	08/11/2026 Invoice # DHLMN22793		P.O.	259.70 Amount	259.70
400	H2O INNOVATION OPERATION & MAINTENANCE Account Number 400-650-672	263222 Description JUL 2026 MAINT OPS	08/18/2026	08/11/2026 Invoice # 2026-07		P.O.	183,082.50 Amount	183,082.50
400	SOUTHERN PEST CONTROL INC Account Number 400-092-698	263227 Description CITY FACILITIES	08/18/2026	08/11/2026 Invoice # 00479498		P.O.	239.75 Amount	239.75
400	MICRO METHODS INC Account Number 400-651-698	263233 Description TSS MONTHLY SAMPLE	08/18/2026	08/11/2026 Invoice # 2608091186		P.O.	75.00 Amount	75.00
400	COG DEPOSITORY ACCOUNT Account Number 400-000-104	263234 Description TR LEASE PMT: F001 BANK 100	08/18/2026	08/11/2026 Invoice # 06052026		P.O.	3,600.00 Amount	3,600.00
400	COG DEPOSITORY ACCOUNT Account Number 400-000-104	263235 Description JUN 2026 GARBAGE PMTS JUL 2026 GARBAGE PMTS	08/18/2026	08/11/2026 Invoice # 06302026 07312026		P.O.	407,213.17 Amount	201,997.20 205,215.97

Release date from 08/18/2026 thru 08/18/2026

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	WARREN PAVING INC Account Number 400-651-585	263241	08/18/2026	08/12/2026	130379	P.O.	323.11	323.11
		Description 3.16 TNS ASPHALT: OST SEWER		Invoice # 130379		Date 08/05/2026	Amount	
400	HENZE HAULING & LANDFILL CO LLC Account Number 400-651-683	263244	08/18/2026	08/12/2026		P.O.	1,981.00	1,981.00
		Description 8 CY FILL: SPRINGWOOD		Invoice # 181		Date 08/03/2026	Amount	160.00
		1 TN LIMESTONE: DAILEY		181		08/03/2026		66.00
		14 CY TOPSOIL: DEL PINAR		181		08/03/2026		350.00
		8 CY FILL: D PINAR/M HOLLOW		181		08/03/2026		160.00
		8 CY TOPSOIL: PINAR/M HOLLOW		181		08/03/2026		200.00
		3 CY FILL: PINE CONE/KING		181		08/03/2026		60.00
		3 CY TOPSOIL: PINE CONE/KING		181		08/03/2026		75.00
		3 CY TOPSOIL: UNIVERSITY		181		08/03/2026		80.00
		4 CY FILL: SHAMROCK		181		08/03/2026		100.00
		4 CY TOPSOIL: RAINTREE		181		08/03/2026		80.00
		4 CY FILL: RAINTREE		181		08/03/2026		120.00
		6 CY FILL: PICADILLY		181		08/03/2026		270.00
		6 CY CONC AGG: PICADILLY		181		08/03/2026		50.00
		2 CY TOPSOIL: ROLLING MEADOW		181		08/03/2026		135.00
		3 CY CONC AGG: WINDWARD		181		08/03/2026		
400	VULCAN CONSTRUCTION MATERIAL LLC Account Number 400-651-585	263248	08/18/2026	08/12/2026		P.O.	311.06	311.06
		Description 6.04 TN MS 610: OLD SPNSH TRL		Invoice # 7181038		Date 08/11/2026	Amount	
400	LOWE'S	263257	08/18/2026	08/12/2026		P.O.	390.74	390.74
		Description 16G TIE WIRE 316"		Invoice # 974820		Date 06/25/2026	Amount	12.29
		DETAIL BRUSH: 1X2 S40 PIPE (3)		986381		07/08/2026		27.17
		6 OUTLET POWER STRIP		986381		07/08/2026		16.42
		1LB FIRE ANT KILLER (2)		986381		07/08/2026		22.76
		CLNG VINEGAR (2)		986381		07/08/2026		28.46
		SPNG NUT SPK (2); SS SHACKLE (5)		987134		07/08/2026		48.60
		KB D HANDLE SPADE (2)		992518		07/10/2026		56.96
		32 CT NIAGARA (4): MTR RDRS		992518		07/10/2026		24.64
		10LB FIRE ANT (2); RATX 6CT		991700		07/10/2026		52.20
		SYL LED 17W BULB 2PK		970019		07/13/2026		15.18
		SS SHACKLE (3); 3"PIPE NIP (3)		997223		07/23/2026		28.74
		GALV FLOOR FLANGE (3)		997223		07/23/2026		37.86
		15A 125V OUTLET RECP		997259		07/23/2026		19.46
400	SHEPPARD SERVICES LLC Account Number 400-651-584	263258	08/18/2026	08/12/2026		P.O.	4,598.00	4,598.00
		Description REBUILD/REWIND PUMP: R18962		Invoice # RI-5220		Date 08/10/2026	Amount	
400	C SPIRE WIRELESS Account Number 400-001-605 400-021-605	263268	08/18/2026	08/12/2026		P.O.	581.40	581.40
		Description COUNCIL CELL PHONES		Invoice # 0030759348		Date 07/31/2026	Amount	188.21
		CITY MGR CELL PHONE		0030759348		07/31/2026		29.60

Fund	Name of Claimant	Account Number	Description	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	C SPIRE WIRELESS	Account Number	Description	263268	08/18/2026	08/12/2026		P.O.	581.40	(CONTINUED)
		400-040-605	ADMIN CELL PHONE			0030759348	07/31/2026		Amount	41.91
		400-205-605	MAINT CELL PHONES			0030759348	07/31/2026			31.09
		400-094-605	GRANT-PROJ CELL PHONES			0030759348	07/31/2026			88.82
		400-650-605	CELL PHONES (4)			0030759348	07/31/2026			201.77
400	O'REILLY AUTO PARTS	Account Number	Description	263275	08/18/2026	08/12/2026		P.O.	119.33	
		400-650-638	BATTERY: R-2			1978414477	07/06/2026		Amount	119.33
400	SINGING RIVER ELECTRIC COOPERATIVE	Account Number	Description	263277	08/18/2026	08/12/2026		P.O.	1,164.75	
		400-651-631	LIFT STNS 17884			07212026	07/28/2026		Amount	1,164.75
400	SINGING RIVER ELECTRIC COOPERATIVE	Account Number	Description	263278	08/18/2026	08/12/2026		P.O.	3,130.10	
		400-651-631	LIFT STNS 17875			07192026	07/27/2026		Amount	244.40
		400-651-631	LIFT STNS 17883			07192026	07/27/2026			1,903.14
		400-651-631	CITY HALL WELL 114046001			07192026	07/27/2026			1,982.56
400	FUELMAN	Account Number	Description	263281	08/18/2026	08/12/2026		P.O.	308.39	
		400-650-525	UNL FUEL			NP70919652	08/03/2026		Amount	308.39
400	FUELMAN	Account Number	Description	263283	08/18/2026	08/12/2026		P.O.	165.50	
		400-650-525	UNL FUEL			NP70964177	08/10/2026		Amount	165.50
400	AUTO TRUCK AND TRAILER PARTS INC	Account Number	Description	263285	08/18/2026	08/13/2026		P.O.	176.40	
		400-651-584	MAG68761 30W OIL(12): LIFT STN			332683	07/10/2026		Amount	88.20
		400-651-584	68761 30 ND OIL(12): LIFT STN			332683	07/23/2026			88.20
400	REYNOLDS WHOLESALE CO	Account Number	Description	263287	08/18/2026	08/13/2026		P.O.	436.67	
		400-650-510	275GN TISSUE 96CY			81068	08/03/2026		Amount	56.95
		400-650-510	385VB PAPER TOWEL 30CT			81068	08/03/2026			36.95
		400-650-510	NABC CLEANER GAL (4)			81068	08/03/2026			63.80
		400-650-510	PINE SOL 60OZ			81068	08/03/2026			9.75
		400-650-510	PWDR FREE GLOVES 100CT (10)			81068	08/03/2026			70.00
		400-650-510	30X36 CAN LINER 200CT			81068	08/03/2026			32.50
		400-650-510	24X33 CAN LINER 500CT			81068	08/03/2026			33.50
		400-650-510	LYSOL SPRAY 19OZ (12)			81068	08/03/2026			83.88
		400-650-510	BLEACH GAL (6)			81068	08/03/2026			29.95
		400-650-510	PLEDGE POLISH 9.7OZ CAN			81068	08/03/2026			5.95
		400-650-510	TRIGGER SPRAYER (1)			81068	08/03/2026			1.49
		400-650-510	DAMP MOP FLOOR CLEANER			81068	08/03/2026			11.95
400	SOUTHERN PIPE & SUPPLY CO INC	Account Number	Description	263290	08/18/2026	08/13/2026		P.O.	4,587.82	
		400-651-709	2"THRD MJ DIRECT METER (2)			1124535701	07/24/2026		Amount	1,242.64
		400-651-709	1.5 THRD MJ MS DIR METER(4)			1124535701	07/24/2026			1,521.12

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN PIPE & SUPPLY CO INC	263290	08/18/2026	08/13/2026	Invoice #	Date	4,587.82	(CONTINUED)
	Account Number	Description		Invoice #			Amount	
	400-651-583	3X120 80Z NON-WVN GEOTEX (6)		1140594500	07/24/2026	261241	1,113.06	
	400-651-583	4" PVC S40 BE PIPE 300FT		1141782700	08/03/2026	261266	711.00	
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	263293	08/18/2026	08/13/2026	Invoice #	Date	5,215.00	
	Account Number	Description		Invoice #			Amount	
	400-651-584	REPR 10HP RELNCE PUMP:S-HAVEN		47611	07/09/2026	261206	5,215.00	
400	COAST CHLORINATOR & PUMP CO INC	263294	08/18/2026	08/13/2026	Invoice #	Date	373.00	
	Account Number	Description		Invoice #			Amount	
	400-651-581	KIT PM VR 200 SERIES: LARK1		80489	07/22/2026	261242	158.00	
	400-651-581	INLET CAPSULE ASSY PM KIT		80489	07/22/2026	261242	53.00	
	400-651-581	FLOW TUBE		80489	07/22/2026	261242	5.00	
	400-651-581	TUBING CONN 1/4X3/8 (2)		80489	07/22/2026	261242	32.00	
	400-651-581	SHOP LABOR ADV MODEL 201C5		80489	07/22/2026	261242	125.00	
400	CONTROL SYSTEMS INC	263295	08/18/2026	08/13/2026	Invoice #	Date	1,658.00	
	Account Number	Description		Invoice #			Amount	
	400-651-584	MM101 MOTOR MONITOR(4):LSTNS		P-1343	07/23/2026	261219	1,640.00	
	400-651-584	FREIGHT		P-1343	07/23/2026	261219	18.00	
400	BAY MOTOR WINDING INC	263296	08/18/2026	08/13/2026	Invoice #	Date	8,500.00	
	Account Number	Description		Invoice #			Amount	
	400-651-584	PUMP REBUILD 10HP: MACKERAL		BRI-1239	07/30/2026	261137	2,665.00	
	400-651-584	IMPELLER		BRI-1239	07/30/2026	261137	755.00	
	400-651-584	BASE PLATE 210: MACKERAL		BRI-1238	07/30/2026	261137	1,565.00	
	400-651-584	10 HP PUMP REBUILD: SPARE		BRI-1238	07/30/2026	261011	2,765.00	
	400-651-584	NEW IMPELLER: SPARE		BRI-1238	07/30/2026	261011	750.00	
400	O'REILLY AUTO PARTS	263298	08/18/2026	08/13/2026	Invoice #	Date	83.45	
	Account Number	Description		Invoice #			Amount	
	400-650-638	13401159 PS HOSE: R-2		1978417069	07/28/2026	261254	61.50	
	400-650-638	72805 GAL FWR STRG FLD: R-2		1978417069	07/28/2026	261254	21.95	
400	SUN HERALD ADVERTISING	263300	08/18/2026	08/13/2026	Invoice #	Date	145.41	
	Account Number	Description		Invoice #			Amount	
	400-650-615	IPL0355760-BLX LEGAL AD-ADVANC		IN167641	07/31/2026	261193	145.41	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	263305	08/18/2026	08/13/2026	Invoice #	Date	412.75	
	Account Number	Description		Invoice #			Amount	
	400-650-500	LEXMARK B221H00 HY TONER (2)		6069159461	07/21/2026	261239	233.98	
	400-650-500	CS 8.5X11 COPY PAPER (4)		6069981994	07/30/2026	261255	175.96	
	400-650-559	12' COILED TELEPHONE CORD		6069981994	07/30/2026	261255	2.81	
400	J H WRIGHT & ASSOCIATES INC	263314	08/18/2026	08/13/2026	Invoice #	Date	3,930.00	
	Account Number	Description		Invoice #			Amount	
	400-651-584	LIBERTY 2HP GRINDER PUMP (2)		480109	08/06/2026	261264	3,930.00	
400	COGENT STRATEGIES LLC	263321	08/18/2026	08/13/2026	Invoice #	Date	7,500.00	
	Account Number	Description		Invoice #			Amount	
	400-650-601	PROF FEES: 08/06/26-09/05/26		4403	08/13/2026		7,500.00	
FUND TOTAL	400 Claims	Checks	35 Total	742,142.51	Manual	Held	Total	742,142.51

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	BORDIS & DANOS PLLC Account Number 404-060-602	263208	08/18/2026	08/11/2026	Invoice # 10054	Date 08/03/2026	P.O. 1,125.00 Amount	1,125.00
404	DELTA SANITATION OF MS LLC Account Number 404-677-693	263236	08/18/2026	08/11/2026	Invoice # 362272	Date 07/31/2026	P.O. 176,253.00 Amount	176,253.00
FUND TOTAL 404 Claims		Checks	2 Total	177,378.00	Manual	Held	Total	177,378.00

Release date from 08/18/2026 thru 08/18/2026

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	70 Total	204,539.49	Manual	Held	Total	204,539.49
FUND 4 Claims	to	Checks	2 Total	480.00	Manual	Held	Total	480.00
FUND 156 Claims	to	Checks	1 Total	896.48	Manual	Held	Total	896.48
FUND 171 Claims	to	Checks	1 Total	13,165.10	Manual	Held	Total	13,165.10
FUND 172 Claims	to	Checks	1 Total	4,048.24	Manual	Held	Total	4,048.24
FUND 176 Claims	to	Checks	9 Total	7,550.82	Manual	Held	Total	7,550.82
FUND 314 Claims	to	Checks	1 Total	63,750.00	Manual	Held	Total	63,750.00
FUND 400 Claims	to	Checks	35 Total	742,142.51	Manual	Held	Total	742,142.51
FUND 404 Claims	to	Checks	2 Total	177,378.00	Manual	Held	Total	177,378.00
Total for all Funds			122 Total	1,213,950.64	Manual	Held	Total	1,213,950.64

Councilwoman Jamison made the motion to approve consent agenda items 1-6 and 8-11, as presented. Councilman Jackson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 158-2026

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

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

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

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

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 August 18, 2026.

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

ORDER NUMBER 159-2026

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Regular Council Meeting held on August 4, 2026 and Special Call Meetings held August 8, 2026 and August 12, 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 **Councilwoman Jamison**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

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 August 18, 2026.

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

ORDER NUMBER 160-2026

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 June 2026 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 **Councilwoman Jamison**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

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 August 18, 2026.

JUN 2026 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$5,529,756.97
HB1 Modernization Act Funds	Depository Account	002-000-001	\$951,867.96
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$143,691.41
Amphitheater Venue	Depository Account	004-000-001	\$75,250.00
MDAH School House Grant	Depository Account	030-000-001	\$12,276.03
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$97,389.44
U S Justice Equitable Sharing	Depository Account	157-000-001	\$68,508.31
Fire Protection Fund	Depository Account	160-000-001	\$203,726.56
Tidelands Grant	Depository Account	171-000-001	(\$54,588.67)
Library Support Fund	Depository Account	172-000-001	\$4,628.20
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	\$123,750.43
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 Gautlier/Vancleave Rd Sidewalk	Depository Account	313-000-001	\$40,350.00
Dolphin-CSX Grade Separation	Depository Account	314-000-001	(\$11,250.00)
Solid Waste Fund	Depository Account	404-000-001	\$105,334.27
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$7,294,202.48
General Depository Reconciled Cash Balance			\$7,290,564.48

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	(\$60,000.00)
Sect 592 Wtr-Swr Improvements	Enterprise Account	364-000-002	\$636,698.27
Animal Shelter Water Main Ext	Enterprise Account	371-000-002	
Water & Sewer Utility	Enterprise Account	400-000-002	\$5,671,771.70
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			\$6,467,131.22
Enterprise Reconciled Cash Balance			\$6,466,909.09

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$852,464.48
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$1,857.51
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$279,797.04
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$738,470.58
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$74,635.00
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$74,632.37
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	\$17,511.76
S2024 Pub Imps 2M Bond Debt Service	Restricted Fund	257-000-007	\$5,311.20
5.3M Uty Rev S2024 Bond Debt Service	Restricted Fund	258-000-007	\$199,045.98
5.3M Uty Rev S2024 Bond DSR	Restricted Fund	259-000-003	\$554,490.95
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$453.37
SB2468 Ops-Edu Programs MSPAC	Restricted Fund	309-000-002	\$1,565,422.11
MSPAC-TC Park HB1535 Project	Restricted Fund	309-000-004	\$0.00
Performing Arts Center HB603	Restricted Fund	309-000-005	\$1,519,154.31
SB 2971 Amphitheater-Museum	Restricted Fund	309-000-006	\$0.00
S2024 Pub Imps 2M Bond Construction	Bond Fund	310-000-001	\$966,040.18
SB2468 Hickory Hill "Lark" Park	Restricted Fund	311-000-001	\$1,377,430.36
5.3M Utility Rev S2024 Bond Construction	Bond Fund	Multiple Funds	\$2,377,494.34
SB2468 Water Meter Imps	Restricted Fund	422-000-001	\$1,565,422.11
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$270,610.43
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$1,128,558.99
Total Bond & Restricted Reconciled Cash Balances			\$13,568,803.07

**JUN 2026
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2026	JUN 2026	Balance	75.00 % % to date
General Fund Revenues	13,348,978.00	9,839,630.85	3,509,347.15	73.7%
Expenditures:				
001 Legislative	264,436.00	168,773.79	95,662.21	63.8%
010 City Court	397,834.00	189,342.75	208,491.25	47.5%
021 City Manager	149,800.00	45,232.44	104,567.56	30.1%
022 Human Resources	75,563.00	43,794.47	31,768.53	57.9%
030 Elections	0.00	0.00	0.00	
040 City Clerk	493,028.00	158,973.50	334,054.50	32.2%
060 City Attorney	145,000.00	69,347.34	75,652.66	47.8%
090 Economic Dev - Planning	560,844.00	230,657.91	330,186.09	41.1%
092 Building & General Expenses	1,103,525.00	670,342.45	433,182.55	60.7%
094 Grants & Project Admin	251,922.00	45,854.44	206,067.56	18.2%
100 Police	4,944,779.00	3,326,933.48	1,617,845.52	67.2%
161 Fire	3,972,614.00	2,210,141.33	1,762,472.67	55.6%
170 Recreation	935,541.00	597,256.61	338,284.39	63.8%
201 PW: Streets	675,100.00	387,398.19	287,701.81	57.3%
205 PW: Maintenance	386,935.00	166,239.70	220,695.30	42.9%
680 Debt Service	87,454.00	87,453.55	0.45	99.9%
900 Interfund Transfers	949,703.00	698,924.99	250,778.01	73.5%
General Fund Expenditures	15,394,078.00	9,096,666.94	6,297,411.06	59.0%
<i>Total Operating Expenditures</i>	13,015,430.00	7,995,411.76	5,020,018.24	
<i>Total Capital Outlay Expenditures</i>	1,239,800.00	297,486.60	942,313.40	
<i>Total Debt Service</i>	189,145.00	104,843.59	84,301.41	
<i>Total Transfers Out</i>	949,703.00	698,924.99	250,778.01	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	15,394,078.00	9,096,666.94	6,297,411.06	
<i>Personnel</i>	9,652,280.00	6,075,191.62	3,577,088.38	
<i>Supplies</i>	722,150.00	361,522.09	360,627.91	
<i>Other Services</i>	2,641,000.00	1,558,698.05	1,082,301.95	
<i>Capital Outlay</i>	1,239,800.00	297,486.60	942,313.40	
<i>Debt Service</i>	189,145.00	104,843.59	84,301.41	
<i>Interfund Transfers for DS</i>	949,703.00	698,924.99	250,778.01	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	15,394,078.00	9,096,666.94	6,297,411.06	

**JUN 2026
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2026	JUN 2026	Balance	75.00% % to date
002 HB1 Modernization Funds				
Revenues	1,285,030.00	686,447.94	598,582.06	53.4%
Expenditures	1,888,000.00	800,000.00	1,088,000.00	42.3%
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	275,216.14	275,216.14	0.00	100.0%
Expenditures	608,458.32	464,788.80	143,669.52	76.3%
004 Amphitheater Venue Fund				
Revenues	560,000.00	142,391.42	417,608.58	25.4%
Expenditures	586,782.00	233,408.47	353,373.53	39.7%
030 MDAH 2014 Community Heritage				
Revenues	74,577.00	880.00	73,697.00	1.1%
Expenditures	95,004.43	7,931.40	87,073.03	8.3%
130 \$7M GO Bond - Capital Improvements				
Revenues	2,079,755.87	2,274,230.36	(194,474.49)	109.3%
Expenditures	2,724,201.21	2,229,553.48	494,647.73	81.8%
156 SE MS METRO TASK FORCE				
Revenues		112,527.96	(112,527.96)	
Expenditures	50,941.00	91,368.19	(40,427.19)	179.3%
157 US Justice Equitable Sharing				
Revenues		55,653.55	(55,653.55)	
Expenditures	50,000.00	44,722.00	5,278.00	89.4%
160 Fire Protection Fund				
Revenues	118,000.00		118,000.00	
Expenditures	180,665.00	49,864.64	130,800.36	27.6%
171 Combined Tidelands Grant				
Revenues	640,226.48	40,824.00	599,402.48	6.3%
Expenditures	670,511.17	125,697.36	544,813.81	18.7%
172 Library Support Fund				
Revenues	138,964.00	129,123.13	9,840.87	92.9%
Expenditures	138,964.00	124,494.93	14,469.07	89.5%
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	32,438.61	377,561.39	7.9%
Expenditures	406,200.00	28,638.61	377,561.39	7.0%

**JUN 2026
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2026	JUN 2026	Balance	75.00% % to date
176 Shepard State Park				
Revenues	234,000.00	218,384.66	15,615.34	93.3%
Expenditures	268,123.00	181,808.96	86,314.04	67.8%
177 HB1353 Local Imps: Shepard				
Revenues	200.00	1,392.51	(1,192.51)	696.2%
Expenditures	79,300.00	78,811.50	488.50	99.3%
250 2018 W&S Bond Debt Service				
Revenues	285,213.00	218,131.77	67,081.23	76.4%
Expenditures	282,506.26	282,506.26	0.00	100.0%
251 2018 W&S Bond Debt Serv Reserve				
Revenues	16,900.00	8,306.85	8,593.15	49.1%
Expenditures	7,713.00	7,713.00	0.00	100.0%
252 2019 W&S Bond Debt Service				
Revenues	397,348.00	302,656.37	94,691.63	76.1%
Expenditures	382,825.00	382,825.00	0.00	100.0%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	16,800.00	10,692.65	6,107.35	63.6%
Expenditures	11,348.00	11,348.00	0.00	100.0%
254 S2018 MPI GO Bond Debt Service				
Revenues	295,382.00	233,567.16	61,814.84	79.0%
Expenditures	295,782.00	233,090.63	62,691.37	78.8%
255 S2020 Refnd GO Bond Debt Service				
Revenues	459,965.00	18,357.50	441,607.50	3.9%
Expenditures	459,965.00	18,357.50	441,607.50	3.9%
256 S2023 GO Note Debt Service				
Revenues	325,749.00	325,749.00	0.00	100.0%
Expenditures	325,749.00	325,749.00	0.00	100.0%
257 S2024 Publ Imps 2M Bond Debt Service				
Revenues	194,656.00	194,280.89	375.11	99.8%
Expenditures	194,556.00	194,055.94	500.06	99.7%
258 S2024 5.3M Uty Rev Bond Debt Service				
Revenues	615,000.00	303,918.52	311,081.48	49.4%
Expenditures	712,895.00	711,338.10	1,556.90	99.7%
259 5.3M Uty Rev Bond DS Reserve				
Revenues	6,000.00	11,689.09	(5,689.09)	194.8%
Expenditures	12,000.00		12,000.00	

**JUN 2026
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2026	JUN 2026	Balance	75.00% % to date
309 Town Center: MS Songwriters PA Center				
Revenues	307,000.00	90,485.47	216,514.53	29.4%
Expenditures	5,749,498.02	2,177,050.29	3,572,447.73	37.8%
310 S2024 Public Imp 2M GO Bond Constn				
Revenues	3,000.00	21,759.59	(18,759.59)	725.3%
Expenditures	1,050,562.14	106,569.53	943,992.61	10.1%
311 Hickory Hill "Lark" Park				
Revenues	3,000.00	30,714.99	(27,714.99)	1023.8%
Expenditures	1,453,660.00	104,855.80	1,348,804.20	7.2%
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	45,000.00	1,455,000.00	3.0%
Expenditures	1,500,000.00	56,250.00	1,443,750.00	3.7%
355 Water Supply & Treatment Plant				
Revenues	0.00	45,987.00	(45,987.00)	
Expenditures	106,215.03	92,331.99	13,883.04	86.9%
356 Lark Water Treatment Plant				
Revenues	2,770,000.00		2,770,000.00	
Expenditures	4,980,000.00	34,700.00	4,945,300.00	0.6%
359 S2024 5.3M Uty Rev Bond Constn				
Revenues	15,606.00	51,115.44	(35,509.44)	327.5%
Expenditures	127,412.45		127,412.45	
362 Hickory Hill Wtr Qty-Stormwater				
Revenues	1,969,296.04	670,739.94	1,298,556.10	34.0%
Expenditures	1,477,157.79	476,309.83	1,000,847.96	32.2%
363 HH Sewer Rehab RESTORE/GOMESA				
Revenues	2,991,150.00	140,000.00	2,851,150.00	4.6%
Expenditures	2,906,150.00	102,000.00	2,804,150.00	3.5%
364 SEC 592 Water-Sewer Improvements				
Revenues	2,550,000.00	62,343.27	2,487,656.73	2.4%
Expenditures	3,450,000.00	325,645.00	3,124,355.00	9.4%

**JUN 2026
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2026	JUN 2026	Balance	75.00% % 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	1,765,935.49	577,664.51	75.3%
Expenditures	2,346,260.00	1,710,287.50	635,972.50	72.8%
422 Water Meter Replacement				
Revenues	8,000.00	33,000.29	(25,000.29)	412.5%
Expenditures	1,540,000.00		1,540,000.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	1,500.00	5,704.67	(4,204.67)	380.3%
Expenditures	0.00		0.00	

**JUN 2026
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2026	JUN 2026	Balance	75.00% % to date
Utility Fund Revenues	11,140,627.00	8,839,766.26	2,300,860.74	79.3%
General Admin & Operations	0.00	700,958.31	(700,958.31)	
W & S Management & Operations	3,462,608.00	2,272,776.71	1,189,831.29	65.6%
Water & Sewer O & M	4,541,792.00	3,070,646.12	1,471,145.88	67.6%
Debt Service	831,041.45	637,750.25	193,291.20	76.7%
Transfers	2,237,749.00	702,828.00	1,534,921.00	31.4%
Contingencies	150,000.00	0.00	150,000.00	
Utility Fund Expenditures	11,223,190.45	7,384,959.39	3,838,231.06	65.8%
<i>Total Operating Expenditures</i>	<i>7,833,400.00</i>	<i>5,983,733.33</i>	<i>1,849,666.67</i>	
<i>Total Capital Outlay Expenditures</i>	<i>171,000.00</i>	<i>60,647.81</i>	<i>110,352.19</i>	
<i>Total Debt Service</i>	<i>831,041.45</i>	<i>637,750.25</i>	<i>193,291.20</i>	
<i>Total Interfund Transfers</i>	<i>2,237,749.00</i>	<i>702,828.00</i>	<i>1,534,921.00</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>7,384,959.39</i>	<i>3,838,231.06</i>	
<i>Personnel</i>	<i>610,787.00</i>	<i>1,010,911.18</i>	<i>(400,124.18)</i>	
<i>Supplies</i>	<i>466,000.00</i>	<i>252,639.38</i>	<i>213,360.62</i>	
<i>Other Services</i>	<i>6,756,613.00</i>	<i>4,720,182.77</i>	<i>2,036,430.23</i>	
<i>Capital Outlay</i>	<i>171,000.00</i>	<i>60,647.81</i>	<i>110,352.19</i>	
<i>Debt Service</i>	<i>831,041.45</i>	<i>637,750.25</i>	<i>193,291.20</i>	
<i>Interfund Transfers</i>	<i>2,237,749.00</i>	<i>702,828.00</i>	<i>1,534,921.00</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>7,384,959.39</i>	<i>3,838,231.06</i>	

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

ORDER NUMBER 161-2026

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for July 2026 are hereby received.

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

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

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

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 August 18, 2026.

City of Gautier				
Business Registry				
Jul-26				
ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
377	2027-06-0009663	HMS Incorporated	\$20.00	Delinquent
1715	2027-06-0009664	Gautier Family Dental	\$33.00	Delinquent
1718	2027-06-0009665	Hanger Prosthetics & Orthotics	\$44.00	Delinquent
1874	2027-06-0009666	Bradford River Bend, LLC	\$30.00	Delinquent
1941	2027-07-0009667	Oaktrust Insurance Group	\$20.00	Current
1653	2027-07-0009668	Killer Crab & Seafood	\$45.00	Current
1872		Howie T's		Closed Business
1944		Fast Frontier, LLC		Closed Business
1586		Larry J. Wilson		Closed Business
1883	2027-07-0009669	Coast Meadows MS Land, LLC	\$20.00	Current
1590	2027-07-0009670	M&M Bank	\$30.00	Current
1943	2027-07-0009671	About the Wow	\$20.00	Current
1998	2027-07-0009672	Gautier Quickstop	\$40.00	New Business
1330	2027-07-0009673	Circle K	\$95.00	Current
1999	2026-00-0009674	Vivint Inc.	\$250.00	Transient Vendor
1879	2027-06-0009675	Spittin Ink Kreations	\$22.00	Delinquent
1878	2027-06-0009676	Loving Hearts Homecare Service	\$22.00	Delinquent
1877	2027-06-0009677	Affordable Tax Service	\$22.00	Delinquent
1329	2027-07-0009678	World Acceptance Corp.	\$20.00	Current
2000	2027-07-0009679	Wax Sabbath	\$20.00	New Business
1942	2027-07-0009680	Duplantis Design Group, P.C.	\$30.00	Current
1381	2027-08-0009681	Deaconess Home Care	\$141.00	Current
1946	2027-08-0009682	Aly's Skincare	\$20.00	Current
780	2027-07-0009683	Sailmaker's Supply	\$20.00	Current
1327	2027-07-0009684	Dollar General #15710	\$70.00	Current
1887		Cammie's Homestore		Closed Business
1272		Simply Elegant Crafts		Closed Business
1652		Studio 92		Closed Business
1726	2027-07-0009685	Dollar General #2389	\$112.50	Current
1560	2027-06-0009686	A and B Towing	\$22.00	Delinquent
649	2027-07-0009687	Batson & Brown, Inc	\$30.00	Current
1788	2027-08-0009688	Mobile Smart Repair	\$20.00	Current
1378	2027-08-0009689	Mary's Alterations & Designs	\$20.00	Current
2001	2027-07-0009690	Healthcare Medical Infusion Specialties	\$20.00	New Business
1833	2027-07-0009691	Voodoo Laser Engraving	\$20.00	Current
1092	2027-08-0009692	The Disability Consulting Clinic, LLC	\$20.00	Current
1281	2027-08-0009693	Kessler Federal Credit Union	\$30.00	Current
1770		Southend Barber Lounge		Closed Business
1716	2027-06-0009694	Bent Tree Bluff Designs	\$22.00	Delinquent
1888	2027-07-0009695	Robinson All Phase Plumbing, LLC	\$20.00	Current
685	2027-08-0009696	C West Realty, LLC	\$20.00	Current
1939	2027-07-0009697	Bae Systems Technologies	\$91.00	Current
1494	2027-08-0009698	Magnolia Oaks	\$30.00	Current
1775		Burds of a Feather Publishing		Closed Business
1717		Pugh Associates of Florida, LLC		Closed Business
1654	2027-07-0009699	Peace of Mind Homecarer Service	\$20.00	Current
1445	2027-08-0009700	A.M.P. Designs	\$20.00	Current
680	2027-08-0009701	Country Gentleman	\$51.00	Current
2002	2027-07-0009702	Giselle Taxes and Services LLC	\$20.00	New Business
1003	2027-07-0009703	AD2, Inc	\$20.00	Current
1785	2027-08-0009704	Kickin Lickin Good	\$30.00	Current
1885	2027-07-0009705	Southern Root, LLC	\$30.00	Current
1499	2027-08-0009706	Bunny Bread	\$50.00	Current
1725	2027-08-0009707	Professional Services & Rentals	\$20.00	Current
566	2027-07-0009708	Burnham McKinney Pharmacy #3 LLC	\$62.50	Current
1727	2027-07-0009709	Baywood Nutrition	\$20.00	Current
		TOTAL:		
		New Business	4	
		Transient Vendor	1	
		Closed Business	9	
		Delinquent Renewal Issued	9	
		Current	33	

New Business July 2026

Business Name	Business Address	Business Phone	Business Description
Gautier Quickstop	1950 Hwy 90	386-292-9878	Gas station/convenience store
Vax Sabbath	4351 Gautier Vancleave Rd Suite D	228-249-1733	Retail new/used vinyl records
Healthcare Medical Infusion Specialties	6510 Hwy 90 Suite D	228-205-2736	Medical Infusions
Misselle Taxes and Services, LLC	3308 Seagrape Dr	228-355-7396	Tax Preparation

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

ORDER NUMBER 162-2026

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated August 2026 in the amount of \$10,457.93 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 **Councilwoman Jamison**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

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 August 18, 2026.

AUGUST 2026 UTILITY ADJUSTMENTS									
THESE FOLLOW POLICY/ RECOMMEND APPROVAL									
CUSTOMER NAME	ACCT #	100	WATER	SEWER	195	130	800	ADJ	REASON FOR ADJUSTMENT
	015-00801-000		584.36	797.80	105.00			1,487.16	Leak Under Home
	013-28801-001		41.08	76.76				117.84	Hose left on
	019-02101-005		96.64	220.99	35.00			352.63	Broken Spigot
	027-08801-001			154.54				154.54	Pool Fill
	029-15201-002			57.67				57.67	Pool Fill
	029-15701-006		58.78	53.07				111.85	Broken water line
	031-11201-008		269.18	691.50	70.00			1,030.68	Leaking pipes in bathroom
	035-05201-003		137.68	192.61	70.00			400.29	Freeze in January
	035-14801-000		107.92	245.91				353.83	Broken Hose
	036-24201-000			188.92				188.92	Pool Fill
	037-02501-000			134.43				134.43	Pool Fill
	037-18001-000		113.88	258.93	35.00			407.81	Broken water line
	047-18801-001			194.26				194.26	SOD
	056-06801-002		30.85	36.87				67.72	Left hose on
	062-01301-001			151.49				151.49	Pool Fill
	065-29601-001			120.17				120.17	SOD
	074-04401-012			64.17				64.17	Pool Fill
	101-01801-001			66.20				66.20	Pool Fill
	105-04751-001		108.92	228.38	70.00			407.30	Replaced Hot Water Heater
	110-37551-000		102.60	248.50	35.00			386.10	Busted Pipe
	113-17201-003			60.98				60.98	Pool Fill
	016-01701-004		47.32	84.02	35.00			166.34	Leaking Hose
	116-28201-001		102.01	247.22	35.00			384.23	Broken Spigot
	116-30801-001			111.78				111.78	Hose left on
	119-28301-012		246.61	837.88	105.00			1,189.49	Leak Under Sink
	122-17251-002		75.15	192.57		75.00	10.51	353.23	Busted Pipe
	128-07601-002			60.47				60.47	Busted Pipe
	139-29301-000		376.56	900.77				1,277.33	Leak Under Slab
	139-33001-001			77.40				77.40	Pool Fill
	139-42351-004		121.66	294.96	105.00			521.62	Faulty Dishwasher
	TOTAL		2,621.20	7,051.22	700.00	75.00	10.51	10,457.93	
	COMPLETED								

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

ORDER NUMBER 163-2025

WHEREAS, the City of Gautier previously entered into a Computer Support Agreement with Delta Computer Systems, Inc. for accounting software maintenance and privilege license system support; and

WHEREAS, the renewal and addendum require an increase of \$58.51, giving the total monthly charge of \$789.91; and

WHEREAS, the City Council hereby finds that the contract renewal and approval of the addendum are in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the addendum to the Computer Support Agreement with Delta Computer Systems, Inc., that includes a \$58.51 increase for the fiscal year 2026-2027, is hereby approved. The new total monthly charge is \$789.91.

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

Motion was made by **Councilwoman Jamison**, seconded by **Councilman Jackson**, 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 August 18, 2026.



Delta Computer Systems, Inc.

A Harris Local Government Company

Computer Software Support Agreement ADDENDUM

925 Tommy Munro Dr.
Ste.C
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

For: CITY OF GAUTIER-CITY CLERK

MSC301

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2026 These charges will be billed on 9/15/2026 due for payment 10/ 1/2026.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
169	Accounting Software Maintenance	10/2025	519.40	560.95	
2495	Privilege License System Support	10/2025	212.00	228.96	
IVMCBP03(1)		TOTAL:	731.40	789.91	MONTHLY

Agreed this ____ day of _____, 2026.

CITY OF GAUTIER
County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature

Printed Name

TO: CITY OF GAUTIER
ACCOUNTS PAYABLE DEPT.
P.O.BOX 670
GAUTIER MS 39553



Delta Computer Systems, Inc.

A Harris Local Government Company

925 Tommy Munro Dr.
Ste. C
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

Unless terminated earlier in accordance with the terms hereof, this contract shall commence on the Commencement Date and shall continue for a duration of one (1) year (the "Initial Term"). After the Initial Term, this contract shall automatically renew for successive one (1) year periods (each a "Renewal Term") subject to Delta's then-current pricing unless either party provides written notice to the other party of its intention not to renew within ninety (90) days of the end of the then-current term. The initial term and each Renewal Term shall collectively be referred to as "Term". Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this _____ day of _____,

CITY OF GAUTIER

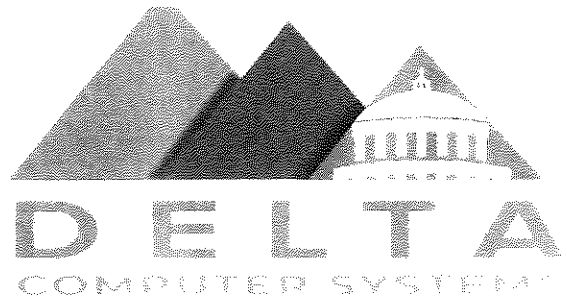
Client Name _____

Client Signature _____

Printed Name _____

Accepted: Delta Computer Systems, Inc.
925 Tommy Munro Dr.
Ste. C
Biloxi, MS 39532

Tim Joffrion
Manager, Support Services
Harris Local Government
925 Tommy Munro Dr Ste. C.
Biloxi, MS 39532
office 228.388-7688
email tjoffrion@harriscomputer.com



Enclosed please find Software Support Agreement renewals for the Fiscal Year Beginning October 1, 2026 and ending September 30, 2027.

Please sign and return the agreements whereupon Delta will complete the execution and return a copy for your records.

The agreements can be emailed to deltasupport@harriscomputer.com

We appreciate your business and thank you for your continues business.

Respectfully,

Tim Joffrion, Manager – Support Services

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

ORDER NUMBER 164-2026

WHEREAS, the 30th Annual Cruisin' the Coast will be held October 4, 2026, through October 11, 2026, on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands and oldies entertainment, a swap meet, the CTC/Vicari Auto Auction, and much more; and

WHEREAS, this is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier; and

WHEREAS, the City of Gautier has received monetary donations for the purpose of hosting this event from Silver Sponsors Azteca's (\$1,000), Allred Architectural Group (\$1,000), Chevron (\$1,000), Bacot Foundation of South Mississippi (\$1,000), and Bronze Sponsor Community Bank (\$500); and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the monetary donations from Azteca's (\$1,000), Allred Architectural Group (\$1,000), Chevron (\$1,000), and Community Bank (\$500) for the City of Gautier's Cruisin' Through the Decades Event to be held October 4, 2026 starting at 12:00 P.M. is hereby approved.

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

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

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

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 August 18, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Chassity Bilbo, Recreation Director
Date: 08/12/2026
Subject: Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event

REQUEST:

The Recreation Department is seeking authorization from City Council to accept the following monetary donations for the City of Gautier's Cruisin' Through the Decades Event held on October 4, 2026.

BACKGROUND:

The 30th Annual Cruisin' the Coast will be held Oct. 4 – 11, 2026 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one-day event called, Cruisin' Through the Decades that will take place October 4, 2026 starting at 12 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

The City of Gautier has received monetary donations from the following sponsors:

1. Silver Sponsor- Azteca's, \$1,000
2. Silver Sponsor- Allred Architectural Group - \$1,000
3. Silver Sponsor - Chevron - \$1,000
4. Bronze Sponsor- Community Bank - \$500

RECOMMENDATION:

The Recreation Department recommends that City Council approve the above monetary donation for the Cruisin Through the Decades Event.

The City Council may:

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

ATTACHMENTS:

1. Allred Sponsorship
2. Azteca's

CASH ONLY / ALL CHECKS SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

23329

8/3/2026

HANCOCK BANK
901 Washington Avenue
Ocean Springs, MS 39564
65-369/655

Allred Architectural Group, PA
711 Church Street
Ocean Springs, MS 39564
228-762-1975

PAY TO THE ORDER OF CITY OF GAUTIER

\$1,000.00

One Thousand and 00/100 ***** PROTECTED AGAINST FRAUD *****

CITY OF GAUTIER
3330 HIGHWAY 90
GAUTIER, MS 39553

CRUISIN' THROUGH THE DECADES

MEMO

Alfred Architectural Group, PA
CITY OF GAUTIER
740.00 · ADVERTISING AND BUS PRO SILVER SPONSOR

23329

8/3/2026

1,000.00

CHECKING-HANCOCK CRUISIN' THROUGH THE DECADES

1,000.00

CASH ONLY IF ALL CHECKLOCK SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

AZTECAS GAUTIER
2405 Highway 90
Gautier, MS 39553
2284972100

Hancock Whitney
2020 Highway 90
Gautier, MS 39553
61-661/651

08/03/2026

15961

PAY TO THE
ORDER OF City of Gautier

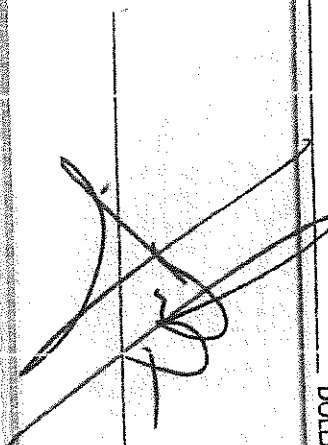
One thousand and 00/100 *****

\$ **1,000.00

DOLLARS

City of Gautier
City of Gautier
3305 Gautier Vancleave Rd.
Gautier, MS 39553 USA

MEMO



15961

08/03/2026 City of Gautier
Date Type Reference
08/03/2026 Bill

Original Amount Balance Due
1,000.00 1,000.00
Check Amount

Payment
1,000.00
1,000.00

Preferred Business C

1,000.00

Intuit® CheckLock™ Secure Check

Details on Back

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

BACOT FOUNDATION OF SOUTH MISSISSIPPI
PO BOX 1442
PASCAGOULA, MS 39568

THE CITIZENS BANK

7840

8/5/2026

PAY TO THE
ORDER OF

City of Gautier

\$ **1,000.00

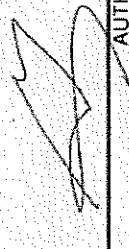
17

One Thousand and 00/100*****

DOLLARS

City of Gautier





AUTHORIZED SIGNATURE

MEMO

Silver Sponsor

11



Alan K. Sudduth
Manager, Mississippi & East Gulf Coast

August 10, 2026

Ms. Chassity Bilbo
Recreation Director
City of Gautier
3330 Highway 90
Gautier, MS 39553

Dear Ms. Bilbo:

On behalf of Chevron Products Company, we are pleased to provide continued support for the City of Gautier. Enclosed is a Bacot Foundation of South Mississippi check in the amount of \$1,000.00, representing our Silver Sponsorship in support of Cruisin' Through the Decades.

We extend our best wishes for a successful event.

Sincerely,

A handwritten signature in black ink, appearing to read "Alan K. Sudduth".

Alan K. Sudduth

Enclosure

Chevron Products Company
P. O. Box 1300, Pascagoula, MS 39568
Tel 228-938-4548 Fax 228-934-7226
AlanSudduth@chevron.com

1059207

<u>Date</u>	<u>Invoice Number</u>	<u>Account</u>	<u>Branch</u>	<u>Description</u>	<u>Amount</u>
8/5/2026	Cruisin' Through t	570100	206	Bronze Sponsor	500.00

Amount Due: 500.00 W/H Amount: 0.00 Net Amount: 500.00

EXPENSE CHECK

DATE 8/7/2026



ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.
PO BOX 9476, MINNEAPOLIS, MN 55480
DRAWEE: WELLS FARGO BANK, N.A.
BUFORD, GA

64-305
611

1059207

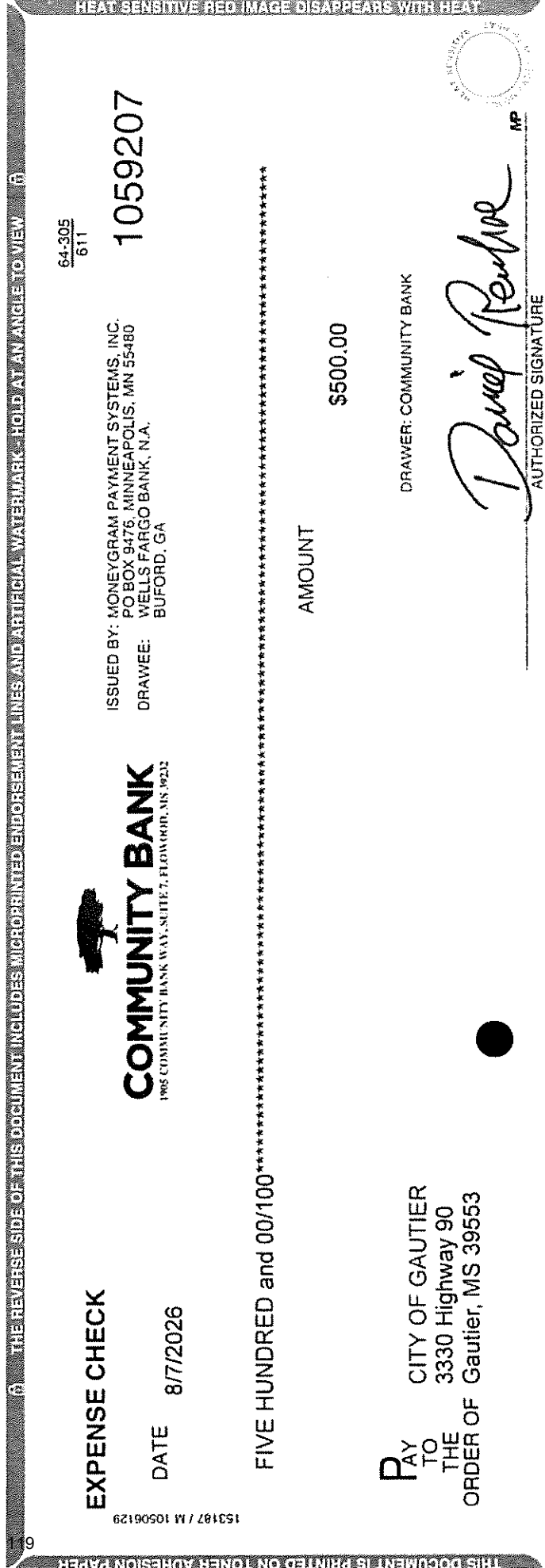
FIVE HUNDRED and 00/100*****

AMOUNT \$500.00

PAY TO THE ORDER OF
CITY OF GAUTIER
3330 Highway 90
Gautier, MS 39553

DRAWER: COMMUNITY BANK

David Penhal
AUTHORIZED SIGNATURE



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

ORDER NUMBER 165-2026

WHEREAS, The Spot Therapy has requested the use of the Town Commons Site on October 10, 2026, to conduct the Gulf Coast Disability Celebration, a free event for children and families with disabilities; and

WHEREAS, the Limited Use Agreement will govern The Spot Therapy's use of the Town Commons Site, and any and all applicable fees associated with the use of the site will be waived as part of the City's sponsorship of the event; and

WHEREAS, The Spot Therapy will provide proof of liability insurance in the amount of \$1,000,000.00 and will name the City of Gautier as an additional insured on the policy for purposes of the event; and

WHEREAS, the Mayor and Members of the Council have determined that the Gulf Coast Disability Celebration is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier; and

WHEREAS, in the judgment of the Council, approval of the Limited Use Agreement and sponsorship will be helpful toward advancing the moral, financial and other interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the Limited Use Agreement between the City of Gautier and The Spot Therapy for the Gulf Coast Disability Celebration is hereby approved and any and all applicable fees associated with use of the Town Commons Site are hereby waived.

IT IS FURTHER ORDERED that the Town Commons Site will be made available to The Spot Therapy on October 10, 2026, for the Gulf Coast Disability Celebration, pursuant to the Limited Use Agreement.

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

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

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 August 18, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Chassity Bilbo, Recreation Director
Date: 08/12/2026
Subject: Approval of Limited Use Agreement between the City of Gautier and the Spot Therapy for Gulf Coast Disability Celebration

REQUEST:

The Recreation Department has received a request from The Spot Therapy for the use of Town Commons site to host the Gulf Coast Disability Celebration

BACKGROUND:

A free event for children and families with disabilities to come to enjoy booths from the medical community, advocates, food trucks, and more.

DISCUSSION:

This Agreement shall govern the use of the Town Commons Site by The Spot Therapy on October 10, 2026. As part of the City's sponsorship of this event, any and all applicable fees associated with use of the Town Commons Site are waived. The Spot Therapy will be allowed to conduct the Gulf Coast Disability Celebration at the Town Commons Site on October 10, 2026.

The Spot Therapy will provide The City of Gautier with proof of liability insurance in an amount of \$1,000,000.00, to cover the event and will list the City of Gautier as an additional insured on the policy for purposes of the event.

RECOMMENDATION:

The Recreation Department has determined that it is in the best interest of the City to approve a Limited Use Agreement for the Gulf Coast Disability Celebration as this event is an economic tool that brings into favorable notices the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

- 1) Approve a Limited Use Agreement for the Gulf Coast Disability Celebration as requested;
- 2) Not approve a Limited Use Agreement for the Gulf Coast Disability Celebration as requested.

ATTACHMENTS:

1. Special Event Permit_2026



CITY OF GAUTIER APPLICATION FOR SPECIAL EVENT PERMIT

*Submit this form with all required documents to the City Clerk Office at least **60** days prior to the requested event*

Date of Application: 03/19/2026

Summary of Event: A free event for children and families with disabilities to come enjoy booths from medical community, advocates, food trucks, and more.

Event Title: Gulf Coast Disability Celebration

Event Description: *Attach a detailed map of the proposed event layout, parking plan, tent location, etc. **YOU MUST ACCURATELY DESCRIBE THE ENTIRETY OF YOUR EVENT. ONLY THE DESCRIPTION LISTED WILL BE CONSIDERED FOR APPROVAL AND NOTHING OUTSIDE OF THE DESCRIPTION WILL BE ALLOWED.** Incomplete applications will not be considered.*

The event will start at 10:00 where there will be a few rows of booths set up. In the past our vendors have included Lynn Meadows, Childrens of Mississippi, Dentist offices, Arc of Mississippi, Gulf Coast Down Syndrome Society, etc. We have free pops brothers for kids set up, a welcome booth, and book 1-2 food trucks. We have volunteers helping booths get set up and broken down, and we provide cardboard trash cans with volunteers who patrol trash. Families of the community are welcome to come to get free useful information from vendors, play fun games, and eat some yummy food. The event is completely free to the approved vendors and to the public.

Event Start Date: 10/10/2026 **Event End Date:** 10/10/2026

Event Start Time: 10:00 AM **Event End Time:** 1:00 PM

Location: Grassed area beside the old mall

Location Description:

We would love to use the grassy area and have people park in the lot that is beside it if possible.

Individual Making Application for Organization:

Name: Jessica Carter **Phone (Home):** (228) 2823434 -

Address: 6514 HWY 90 **Phone (Work):** () -

City: Gautier **State:** MS **Zip Code:** 39553 -

Position with Organization: Owner

Individual(s) Responsible for keeping order and maintenance:

Name: Jessica Carter **Phone (H):** (228) 2823434 **(W)** () -

Name: **Phone (W):** () - **(W)** () -

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

Applicant Information:

Organization: The SPOT Therapy

Name: Jessica Carter Phone: (228) 355-9946Address: 6514 HWY 90 Gautier 39553

City State Zip

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

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

Marketing and Public Relations

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

Event Questionnaire

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

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

Will there be alcohol? _____ Yes X No

Will there be food trucks or vendors? X Yes, if so, how many 2-3 _____ No

Will there be volunteers working the event? X Yes, if so, how many 20-30 _____ No

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

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

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

Anticipated Attendance Total: 30 Anticipated Participants Total: 150

Road Closure Information: None

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

Insurance

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

Security

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

Affidavit of Applicant

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

Name of Applicant/Host Organization: Jessica Carter Title: Owner
Print

Applicant's Signature: Jessica Carter Date: 3/19/2026

FOR OFFICE USE ONLY

Date Rec'd: _____ Received By: _____

Event has been: Approved: _____ Disapproved: _____

Approval/Disapproval Authority _____ Date: _____

**LIMITED USE AGREEMENT BETWEEN THE CITY OF GAUTIER AND
THE SPOT THERAPY**

WHEREAS, the former Singing River Mall Site is owned by the City of Gautier (hereinafter, “the City”); and

WHEREAS, The SPOT Therapy wishes to promote the facilities, opportunities, possibilities and resources available within the City of Gautier, by hosting a community event entitled, “Gulf Coast Disability Celebration” on October 10, 2026 from 10:00 AM to 1:00 PM (hereinafter, “the Event”) on a portion of the former Singing River Mall Site (as requested in the attached application for special event permit); and

WHEREAS, the City wishes to sponsor the Event as an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier; and

WHEREAS, this sponsorship and the Event will be helpful toward advancing the moral, financial and other interests of the City; and

WHEREAS, the City will allow The SPOT Therapy to use the requested portion of the Mall Site (as indicated on the special event permit attached hereto) on October 10, 2026 as part of the sponsorship.

THEREFORE, in consideration of the above, the City and The SPOT Therapy agree to the following terms which constitute a Limited Use Agreement of a portion of the Mall Site:

1. This Agreement shall govern the use of the Singing River Mall Site by the The SPOT Therapy on October 10, 2026.
2. As part of the City’s sponsorship of this event, any and all applicable fees associated with use of the Premises are waived.
3. The SPOT Therapy will recognize the City of Gautier for its sponsorship during the event.
4. The SPOT Therapy will be allowed to conduct the Gulf Coast Disability Celebration on the Premises on October 10, 2026.
5. The SPOT Therapy is responsible for setting up in preparation for the event.
6. The SPOT Therapy will provide all physical items necessary to conduct the event.
7. The SPOT Therapy will not keep or have any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the premises or that might be considered hazardous by a responsible insurance company.
8. The SPOT Therapy will be responsible for cleaning up the Premises after the event, and will return the property to its normal condition after the event.

9. The SPOT Therapy will provide The City of Gautier with proof of liability insurance in an amount of \$1,000,000.00, to cover the event and will list the City of Gautier as an additional insured on the policy for purposes of the event.
10. The The SPOT Therapy agrees to indemnify and hold harmless the City of Gautier, its employees, council members, and any other of the City's agents and assigns from any and all claims of every kind and nature arising out of or occurring directly or indirectly as a result of the event.
11. Both parties acknowledge that this agreement is for the limited purpose of governing the activities being conducted by The SPOT Therapy on October 10, 2026, and that any future use will require a separate use agreement as may be appropriate.
12. Both parties acknowledge that this agreement, its enforcement, and the interpretation of its provisions shall be governed by the laws of the State of Mississippi.
13. The points of contact for purposes of this agreement are:

Name: Chassity Bilbo

Entity: City of Gautier

Phone: (228) 497-8000

Name: Jessica Crter

Entity: The SPOT Therapy

Phone: 228-282-3434

In the event of any problems or questions, the parties agree that they will go through the point of contact listed in this agreement to resolve any issues.

BY:

Chassity Bilbo, Interim City Manager

DATE: _____

BY:

Jessica Carter,
The SPOT Therapy

DATE: _____

ATTEST:

CITY CLERK

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

ORDER NUMBER 166-2026

WHEREAS, on August 19, 2025, the City of Gautier entered into a Professional Services Agreement with Goodwyn Mills Cawood in an amount not to exceed \$20,272.50 for architectural, bidding and construction services associated with the Gautier Historic Schoolhouse Rehabilitation Project; and

WHEREAS, a bid opening was held on June 25, 2026, and no bids were received, after which the Mississippi Department of Archives and History instructed Goodwyn Mills Cawood and the City to rebid the project with deductive alternates; and

WHEREAS, Amendment No. 1 continues the original agreement and includes additional bidding and negotiation services and construction administration in an amount not to exceed \$1,100.00; and

WHEREAS, the Mayor and Council Members hereby find that approval of Amendment No. 1 is in the best interest of the City; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Amendment No. 1 to the Professional Services Agreement with Goodwyn Mills Cawood for additional services associated with the Gautier Historic Schoolhouse Rehabilitation Project, in an amount not to exceed \$1,100.00, is hereby approved and authorized.

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

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

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

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 August 18, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Samuel King, Grants and Projects Director
Date: August 10, 2026
Subject: Amendment No. 1 to the Professional Services Agreement with Goodwyn Mills Cawood for the Gautier Historic Schoolhouse Rehabilitation Project.

REQUEST:

The Grants and Projects Department requests City Council authorization to approve Amendment No. 1 to the Professional Service Agreement with Goodwyn Mills Cawood for additional services associated with the Gautier Historic Schoolhouse Rehabilitation Project not to exceed \$1,100.

BACKGROUND:

The city received an MDAH Community Heritage Preservation grant of \$80,000 in December 2013, with a \$20,000 match, for Phase I to stabilize the building. A \$50,000 grant was also received from the Mississippi Department of Marine Resources for the first phase, which was completed in 2017. At that time, the building received a new foundation, roof, and floor.

The City received assistance from the Mississippi Landmark Grant Program established under House Bill 1082, Laws of Mississippi 1999, and administered through MDAH, for the next phase of the rehabilitation of the Gautier Historic Schoolhouse.

The MDAH grant provides \$74,577 toward this phase of the project. A local match of \$18,644 is required. The project total is \$93,221.

DISCUSSION:

In August 19, 2025, the City of Gautier entered into a professional services agreement with Goodwyn Mills Cawood in an amount not to exceed \$20,272.50. In the agreement Goodwyn Mills Cawood was to assist and oversee services for the lead-based paint and abatement oversight, doors and window replacement, architectural design, bidding and construction services of the project

On June 25, 2026, a bid opening was held for the project and received no bids. Goodwyn Mills Cawood and the City were instructed by MDAH to re-bid but include deductive alternates.

Amendment No. 1 continues the original agreement and includes the additional services required for this project. Services include additional bidding and negotiation, and construction administration in an amount to exceed \$1,100.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Amendment No. 1 to the professional services agreement with Goodwyn Mills and Cawood for work associated with the Gautier Historic Schoolhouse.

The City Council may:

1. Approve Amendment No. 1 as presented; or
2. Not approve Amendment No. 1 as presented.

ATTACHMENT(S):

1. Amendment No. 1



July 29, 2026

Goodwyn Mills Cawood

11 North Water Street
Suite 19290
Mobile, AL 36602

T (251) 460-4006
F (251) 460-4423

www.gmcnetwork.com

Ms. Brenda Greco
Grants and Projects Specialist
City of Gautier
3330 Highway 90
Gautier, MS 39553

RE: Gautier Colored School Rehabilitation - Phase I - Amendment

Brenda,

Goodwyn Mills and Cawood (GMC) sincerely appreciates the opportunity to present this proposal to provide Architectural services for the Phase I rehabilitation rebid that was recently approved by MDAH.

PROJECT SCOPE:

The City of Gautier intends to rehabilitate the historic schoolhouse located at 902 De La Pointe Drive. Phase I is intended to minimize weathering of the exterior structure, secure all entrances, and give the exterior a fresh coat of paint. The scope of work for this phase includes selective demolition, including replacement of all doors and windows. This phase will also make necessary repairs to the exterior structure so that the lead paint can be remediated and the exterior structure painted.

GMC / DESIGN TEAM SCOPE OF WORK:

A/E services for the above referenced project shall include the following detailed scope of work:

Bidding and Construction Administration Services:

- a. Bidding Support - Assist with preparing and issuing bidding documents, responding to bidder questions, and coordinating addenda as needed.
- b. Bid Evaluation - Review submitted bids for completeness, compliance with the contract documents, and overall responsiveness.
- c. Negotiation Assistance - Support the owner during contractor negotiations, including clarification of bid items, evaluation of proposed adjustments, and recommendation of award.

PROFESSIONAL SERVICES FEE, EXPENSES, & DELIVERABLES SCHEDULE:

Bidding and Negotiation	\$1,100.00 (NTE)
-------------------------	------------------

<u>Total A/E Design Services</u>	<u>\$1,100.00 (NTE)</u>
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SCHEDULE:

The design services phase will include a 30-day advertisement and bidding period, followed by approximately two weeks for evaluation, negotiations, and contract award.

**HOURLY RATES:**

Hourly rates apply to hourly work, or may be utilized for Owner authorized additional services work where approved in advance. The following rate schedule is currently in effect, and is subject to annual adjustments which shall not exceed 10% of the rates scheduled herein

Principal	\$250.00/ hour
Senior Architect, Engineer	\$190.00/ hour
Architect, Engineer, Interior Design II	\$175.00/ hour
Architect, Engineer, Interior Design I	\$150.00/ hour
Architect, Engineer Intern II	\$130.00/ hour
Architect, Engineer Intern I	\$110.00/ hour
CADD Technical III	\$140.00/ hour
CADD Technical II/ Draftsman	\$119.00/ hour
CADD Technical I	\$80.00/ hour
Administrative	\$70.00/ hour

REIMBURSABLE EXPENSES:

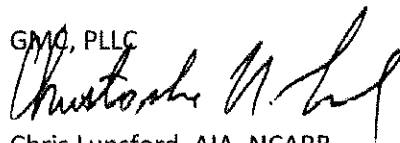
Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD/ BIM software and systems as reimbursable expenses.

The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.2 times our cost:

- Printing/mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting, and discussion purposes.
- Costs for shipping documents.
- Costs for document review incurred from authorities having jurisdiction.
- Costs to advertise the project for bidding.
- Automobile travel associated with the project and incurred by our employees will be invoiced at \$0.54/ mile.
- Professional renderings or models requested by the Owner.

Please feel free to contact me, at your convenience, to discuss any portion of this proposal.

Sincerely,

GMC, PLLC


Chris Lunsford, AIA, NCARB
Sr. Project Architect / Project Manager – Architecture

Should the above proposal be acceptable please return a signed copy for our files.

Accepted: _____ Date: _____

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

ORDER NUMBER 167-2026

WHEREAS, the Grants and Projects Department requests authorization from the Mayor and Members of the Council to re-advertise for bids for the Gautier Historic School Rehabilitation Project (MLG#2023-001), previously authorized by City Council on April 21, 2026; and

WHEREAS, the Gautier Historic Schoolhouse, also known as the West Pascagoula Colored School, is a historic structure located at 902 De La Pointe Drive and was constructed circa 1921 for the education of African American children in the community; and

WHEREAS, this phase of the rehabilitation project will weatherproof the exterior structure, secure all entrances, replace doors and windows, make necessary exterior repairs, remediate lead-based paint, repaint the exterior, and restore the front porch with accessibility improvements; and

WHEREAS, funding for this phase of the project includes a grant from the Mississippi Department of Archives and History in the amount of \$74,577 with a required local match of \$18,644, for a total project cost of \$93,221; and

WHEREAS, no bids were received at the June 25, 2026 bid opening, and the Mississippi Department of Archives and History has approved the re-advertisement of the project; and

WHEREAS, if approved, the advertisement for bids will be published in the Sun Herald on August 19, 2026, and August 26, 2026, and sealed bids will be received until 11:00 a.m. on September 17, 2026, at which time the bids will be opened and read aloud at Gautier City Hall; and

WHEREAS, the Mayor and Members of the Council find that re-advertising for bids for the Gautier Historic School Rehabilitation Project is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is authorized to re-advertise for bids for the Gautier Historic School Rehabilitation Project (MLG#2023-001) in accordance with the revised advertisement presented.

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

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

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 August 18, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Sam King, Grants and Projects Department
Date: August 13, 2026
Subject: Authorization to Re-Advertise for Bid for the Gautier Historic School Rehabilitation Project (MLG#2023-001).

REQUEST:

The Grants and Projects Department requests City Council authorization to re-advertise for bid for the Gautier Historic School Rehabilitation Project (MLG#2023-001).

BACKGROUND:

The Gautier Historic Schoolhouse (also known as the West Pascagoula Colored School) is located at 902 De La Pointe Drive in Gautier, Mississippi. The schoolhouse was built c.1921 for the community's African- American children. While school records date back to 1882, the earlier school buildings were destroyed by fire or storms. The 1921 schoolhouse was built when the Jackson County Board of Supervisors appropriated \$200 toward the construction, and a fundraiser by the local community raised \$500. Volunteers provided the labor for construction. A local sawmill furnished heart pine wood from virgin timber in the area, and local skilled carpenters built the schoolhouse in the West Indies or Cajun style. The one-room was used as a school until 1946, and later the building was used as a community center, senior citizens center, and voting place.

The schoolhouse was designated as a Mississippi Landmark by MDAH on October 19, 2012 for both its historical and architectural significance and was also named in 2013 as one of the 10 Most Endangered Historic Sites in Mississippi by the Mississippi Heritage Trust.

The City received a MDAH Community Heritage Preservation grant of \$80,000 in December 2013, with a \$20,000 match, for Phase I to stabilize the building. A \$50,000 grant was also received from the Mississippi Department of Marine Resources for the first phase, which was completed in 2017. At that time, the building received a new foundation, roof, and floor.

This rehabilitation project of the Gautier Historic School, with assistance from the Mississippi Landmark Grant Program established under House Bill 1082, Laws of Mississippi 1999, and administered through MDAH, will restore and weatherproof the exterior structure, repair and refinish existing exterior siding; remediate lead-based paint and repaint the exterior; repair and refinish existing windows; replace missing windows; provide new entrance doors; and restore the front porch and make it accessible.

This MDAH grant will provide \$74,577 toward this phase of the project. A local match of \$18,644 is required. The project total is \$93,221.

DISCUSSION:

No bids were received at the June 25, 2026, bid opening. If approved, the advertisement will be published in the *Sun Herald* on August 19 and August 26, 2026. Bids will be opened at 11:00 a.m. on September 17, 2026. MDAH has approved to re-advertise.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize re-advertising for bids for the Gautier Historic School Rehabilitation Project (MLG#2023-001).

The City Council may:

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

ATTACHMENT(S):

1. Advertisement for bids

ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids for General Construction of the **Historic Schoolhouse Renovation, Phase 2** will be received by the City of Gautier, Mississippi until **11:00 AM on September 17, 2026**, and said bids are to be opened and read aloud in the City Council's Meeting Room located in the Gautier City Hall, 3330 Highway 90, Gautier, MS 39553.

Envelopes containing the bids must be sealed, addressed to "Leoqueita Reddix, Purchasing Agent" and designated as bids for the following item described, to wit:

"Historic Schoolhouse Renovations, Phase 2"

1. If any envelope is not so marked, any bid contained therein will not be considered.
2. All bids shall be submitted in a sealed envelope addressed to "Leoqueita Reddix, Purchasing Agent." If a bid is submitted by mail, the address of the City Clerk is Gautier City Hall, 3330 Highway 90, Gautier, MS 39553.
3. All bid envelopes should contain the bidder's name and mailing address, the name of the bid item, and Certificate of Responsibility Number on the face of the sealed envelope.
4. Scope of work. Phase 2 will weatherproof the exterior structure, secure all entrances, and give the exterior a fresh coat of paint. This work scope will include selective demolition, the replacement of all doors and windows (plywood currently covers the windows and some doors to prevent rain damage and any unauthorized access). This phase will also make necessary repairs to the exterior structure so that the lead paint can be remediated and the exterior structure painted. This will help show the community that progress is being made on the schoolhouse and that additional phases are forthcoming.
5. The BID DOCUMENTS, consisting of Information for Bidders, Drawings, Specifications and Addenda, may be examined at the locations listed below.
6. The Issuing Office for the Bidding Documents is GM&C, PLLC, 11 North Water Street, Suite 19290, Mobile, AL 36602, Attn: Doris Furr (251) 338-6840 doris.furr@gmcnetwork.com. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8:00 a.m. – 5:00 p.m. and may obtain copies of the Bidding Documents from the Issuing Office as described below.
7. General Contractors may procure plans and specifications from the Architect upon payment of a deposit of **Twenty dollars (\$20.00)** for a one time administrative fee for digital/file sharing access or **One Hundred Fifty dollars (\$150.00)** (printed) per set. Contractors are encouraged to use the digital plans. Refunds will be issued for printed sets only issued by the Architect to each **general contract bidder** on the first two (2) sets issued submitting a bonafide bid, upon return of documents in good and reusable condition within ten (10) days of bid date. Additional sets for General Contractors, and sets for subs and vendors, may be obtained with the same deposit, which will be refunded as above, less cost of printing, reproduction, handling and distribution, which is estimated to be the same as the deposit amount.
8. Checks shall be made payable to "GM&C, PLLC" Bid documents will be mailed only upon receipt of deposit. No bid documents will distributed later than 24 hours prior to the scheduled opening of

bids. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Architect will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

9. For the list of plan holders on this project visit www.gmcnetwork.com and select the project bids tab.
10. The OWNER reserves the right to waive any informality or to reject any and all bids.
11. Each BID must be accompanied by a bid bond, certified check or cashier's check for an amount equal to five percent (5%) of the total base bid.
12. An executed Non-Collusion Affidavit will be required to accompany the bid.
13. The successful Bidder will be required to furnish a 100% Performance Bond, a 100% Labor and Payment Bond, guaranteeing faithful performance and the payment of all bills and obligations arising from the performance of the contract.
14. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.
15. Each BIDDER must complete and submit with Bid, a current valid Certificate of Responsibility by the Mississippi State Board of Contractors and must show Certificate Number on the face of the sealed proposal envelope. Out-of-the-State bidders must have a similar certificate issued by a similar board of another state which recognizes certificates issued by the Mississippi State Board of Contractors prior to submitting the bid.
16. Bidders must include with their bid; Standard Questionnaire, Financial Statement and other documents as required by Mississippi Law, or under the terms of the Contract Documents.
17. A **PRE-BID MEETING** is scheduled on **September 10, 2026 at 11:00 AM** in the City Council's Meeting Room, located in the Gautier City Hall, 3330 Highway 90, Gautier, MS. Attendance is strongly encouraged.

CITY OF GAUTIER
Gautier, Mississippi

GM&C, PLLC
MEMBERS, AMERICAN INSTITUTE OF ARCHITECTS
11 North Water Street, Suite 19290
Mobile, AL 36602
Phone: (251) 460-4006
Fax: (251) 460-4423

To advertise:

August 19, 2026
August 26, 2026

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

ORDER NUMBER 168-2026

WHEREAS, the Gautier Mullet and Music Fest will be held on October 17, 2026; and

WHEREAS, the Gautier Mullet and Music Fest has requested that the City sponsor the event by providing monetary and in-kind services, including but not limited to the following:

- i) Advertisement of the event on the City's electronic signs;
- ii) Provision of traffic control at the event (2 officers with an all-terrain vehicle), and fire personnel, as needed;
- iii) Provision of 4 sets of bleachers;
- iv) Banner placement at the highway city entrances;
- v) Provision of the large and small tents;
- vi) Provision of 4 night light plants; and
- vii) Sponsorship fee of \$1000.00; and
- viii) Use of The Sound Amphitheater, per the attached Limited Use Agreement.

WHEREAS, in exchange for these services, the City of Gautier will be recognized as a sponsor of this event; and

WHEREAS, the Mayor and Members of the Council have determined that the sponsorship of the 2026 Gautier Mullet & Music Fest is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier; and

WHEREAS, in the judgment of the Council, the sponsorship will be helpful toward advancing the moral, financial and other interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the sponsorship described above is hereby approved.

IT IS FURTHER ORDERED that, as an additional form of sponsorship, the Sound Amphitheater will be made available as the location for the 2026 Gautier Mullet & Music Fest pursuant to the attached Limited Use Agreement, which is hereby approved.

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

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

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

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 August 18, 2026.

LIMITED USE AGREEMENT

This Limited Use Agreement (the “Agreement”) is entered into as of _____, 2026 (the “Effective Date”), by and between **City of Gautier, Mississippi**, a municipal corporation of the State of Mississippi (the “City” or “Owner”), and **Gautier Mullet & Music Fest**, a Mississippi non-profit corporation (the “Licensee” or “Festival”). The City and Licensee are sometimes referred to individually as a “Party” and collectively as the “Parties.”

1. Recitals

WHEREAS, the City owns and controls The Sound Amphitheater and associated parking facilities located in Gautier, Mississippi (the “Premises” or “Amphitheater”).

WHEREAS, Licensee desires to use the Premises for the 2026 Gautier Mullet & Music Fest (the “Event”).

WHEREAS, the City is willing to permit limited use of the Premises solely as a sponsorship of the Event, subject to the strict terms and conditions of this Agreement.

WHEREAS, this Agreement is a limited license only and does not create a lease, tenancy, partnership, joint venture, or agency relationship.

2. Grant of Limited License

2.1. Subject to the terms of this Agreement, the City grants Licensee a non-exclusive, non-transferable, revocable limited license to use the Premises solely for the Event during the Use Period defined below.

2.2. The license is strictly limited to the activities described in the Event plan submitted by Licensee and approved in writing by the City. Any use outside the approved scope is prohibited and constitutes a material breach.

2.3. The City retains full ownership, control, and the right of access to the Premises at all times. The City may enter the Premises at any time for inspection, maintenance, security, or any other purpose without notice.

3. Use Period and Schedule

3.1. The “Use Period” is limited to the following dates and times:

- Load-in / setup: _____
- Event days: _____
- Load-out / cleanup: _____

3.2. Licensee shall submit a detailed schedule, site plan, and operational plan to the City no later than thirty (30) days prior to the first day of the Use Period. The City Manager may

approve, condition, or deny any aspect of the plan in his sole discretion. No use may occur until written approval is issued.

3.3. Time is of the essence. Licensee shall vacate the Premises and complete all cleanup by the end of the Use Period. Failure to do so constitutes a material breach and authorizes the City to remove all property at Licensee's sole expense and risk.

4. Consideration / Sponsorship

4.1. The City finds that this sponsorship serves to advertise and bring into favorable notice the opportunities, possibilities and resources of the City.

4.2 The City further finds that the sponsorship of this event is helpful toward advancing the moral, financial and/or other interests of the City of Gautier.

4.3 In consideration of the limited license granted herein, the City agrees to provide the Premises as a sponsorship contribution to the Event, subject to all terms of this Agreement. No cash rent is charged; however, Licensee remains fully responsible for all costs, fees, deposits, utilities, security, permits, taxes, and other expenses associated with the Event and the Premises during the Use Period.

4.4. Additional sponsorship includes services associated with the Event, including:

- Use of City bleachers at the event;
- Use of City tents at the event
- Lighting
- Use of City tables and chairs at the event
- Use of City sound equipment at the event

4.5. Licensee shall reimburse the City, upon demand, for any and all costs incurred by the City arising from or related to Licensee's use of the Premises, including but not limited to staff overtime, security, cleanup, repairs, and damage.

5. Condition of Premises; Acceptance "As Is"

5.1. Licensee acknowledges that it has inspected (or has had the opportunity to inspect) the Premises and accepts the Premises in its "AS IS, WHERE IS" condition, with all faults. The City makes no representation or warranty, express or implied, regarding the condition, suitability, safety, or fitness of the Premises for any purpose.

5.2. Licensee assumes all risk of damage to persons or property arising from the condition of the Premises or from Licensee's use thereof.

6. Licensee's Obligations

6.1. Licensee shall:

- (a) Use the Premises solely for the approved Event and in compliance with all applicable federal, state, and local laws, ordinances, codes, regulations, and City policies;
- (b) Obtain and maintain, at its sole expense, all required permits, licenses, approvals, and authorizations (including but not limited to alcohol permits, sound permits, health permits, and temporary structure permits);
- (c) Provide adequate security, crowd control, medical services, traffic control, and emergency services as required by the City or law enforcement;
- (d) Maintain the Premises in a clean, safe, and orderly condition during the Use Period and restore the Premises to its pre-Event condition (or better) immediately upon conclusion of the Use Period, including removal of all trash, equipment, decorations, and temporary structures;
- (e) Not make any permanent alterations, improvements, or attachments to the Premises without the City's prior written consent;
- (f) Not assign, sub-license, or transfer any rights under this Agreement without the City's prior written consent (which may be withheld in the City's sole discretion);
- (g) Comply with all directives of City staff, law enforcement, and emergency personnel; and
- (h) Not engage in or permit any activity that creates a nuisance, endangers persons or property, or damages the City's reputation.

6.2. Licensee is solely responsible for all content, performers, vendors, sponsors, attendees, and activities associated with the Event, including procurement, payment, and liability relating to same.

7. Insurance

7.1. Prior to any access to or use of the Premises, and at all times during the Use Period, Licensee shall maintain, at its sole expense, the following minimum insurance coverage with an insurer authorized to do business in Mississippi:

- (a) **Commercial General Liability Insurance** with limits of not less than **\$1,000,000 per occurrence**, covering bodily injury, property damage, personal and advertising injury, and

products-completed operations. Coverage shall include contractual liability and shall not exclude the activities of the Event.

7.2. The City of Gautier, Mississippi, its elected and appointed officials, officers, employees, agents, and volunteers shall be named as **additional insureds** on a primary and non-contributory basis under the Commercial General Liability policy. The additional insured endorsement shall provide coverage for both ongoing and completed operations and shall not be limited to vicarious liability.

7.3. The policy shall contain a waiver of subrogation in favor of the City and the additional insureds.

7.4. Licensee shall provide the City with certificates of insurance and the required endorsements at least thirty (30) days prior to the Use Period and upon any renewal or change. The City's acceptance of a certificate does not waive any requirement of this Agreement. Failure to maintain the required insurance is a material breach entitling the City to immediately terminate this Agreement and/or deny access to the Premises.

7.5. The insurance requirements are minimums only. Licensee is solely responsible for determining and obtaining any additional insurance appropriate for the Event.

8. Indemnification and Hold Harmless

8.1. To the fullest extent permitted by Mississippi law, Licensee shall indemnify, defend (with counsel reasonably acceptable to the City), and hold harmless the City of Gautier, Mississippi, and its elected and appointed officials, officers, employees, agents, volunteers, and contractors (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees, court costs, and expert fees) of any kind or nature whatsoever, whether arising in tort, contract, or otherwise, that arise out of, result from, or relate in any way to:

- (a) Licensee's use or occupancy of the Premises;
- (b) The Event or any activities associated with the Event;
- (c) Any act, omission, negligence, or willful misconduct of Licensee or any of its officers, employees, agents, contractors, vendors, performers, sponsors, or attendees;
- (d) Any injury to or death of any person or damage to any property occurring on or about the Premises during the Use Period or related to the Event;
- (e) Any breach of this Agreement by Licensee; or
- (f) Any claim by any third party arising from the Event, including claims related to intellectual property, publicity, alcohol service, or products sold or distributed.

8.2. This indemnification obligation shall survive the expiration or termination of this Agreement and shall apply regardless of any alleged or actual negligence or fault of any Indemnified Party.

8.3. Licensee's obligations under this Section are independent of and in addition to its insurance obligations. The existence of insurance shall not limit Licensee's indemnification obligations.

9. Assumption of Risk; Waiver and Release

9.1. Licensee, on behalf of itself and its officers, directors, employees, agents, contractors, vendors, performers, and attendees, assumes all risks associated with the use of the Premises and the Event, including risks arising from the condition of the Premises, weather, crowd behavior, and the acts of third parties.

9.2. To the maximum extent permitted by law, Licensee hereby waives, releases, and forever discharges the Indemnified Parties from any and all claims, demands, and causes of action arising out of or related to the Premises or the Event, including claims for personal injury, death, or property damage, whether caused in whole or in part by the negligence of any Indemnified Party.

10. Damage and Repair

10.1. Licensee shall be solely responsible for any damage to the Premises or any City property arising from the Event or Licensee's use, ordinary wear and tear excepted. Licensee shall promptly repair such damage to the City's satisfaction or reimburse the City for the cost of repair, at the City's election.

10.2. The City may require a security deposit or performance bond in an amount determined by the City to secure Licensee's obligations. Any unused portion shall be returned after the City has confirmed satisfactory restoration of the Premises.

11. Termination and Default

11.1. The City may terminate this Agreement immediately upon written notice if Licensee breaches any provision of this Agreement, fails to maintain required insurance, or if the City determines, in its sole discretion, that continuation of the Event poses a risk to public safety, health, or welfare, or to City property.

11.2. Upon termination or expiration, Licensee shall immediately vacate the Premises and restore it as required. The City may remove any remaining property at Licensee's expense and dispose of it without liability.

11.3. Termination shall not relieve Licensee of any obligations that by their nature survive, including indemnification, insurance, and payment obligations.

12. Force Majeure

12.1. Neither Party shall be liable for failure to perform due to causes beyond its reasonable control (including acts of God, war, terrorism, pandemic, or government order); provided,

however, that Licensee's indemnification, insurance, and restoration obligations shall remain in full force and effect. The City shall have no obligation to reschedule or provide alternative dates or venues.

13. Miscellaneous

13.1. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Mississippi, without regard to conflict of laws principles. Exclusive venue for any dispute shall lie in the state courts located in Jackson County, Mississippi.

13.2. No Waiver. The failure of the City to enforce any provision shall not constitute a waiver of that or any other provision.

13.3. Severability. If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.4. Entire Agreement. This Agreement, including any exhibits or approved plans attached hereto, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter. No modification shall be effective unless in writing and signed by both Parties.

13.5. Notices. All notices shall be in writing and delivered by hand, certified mail, or overnight courier to the addresses set forth below (or such other address as a Party may designate in writing).

13.6. Authority. Each Party represents that the person signing this Agreement has full authority to bind that Party.

13.7. No Third-Party Beneficiaries. Except for the Indemnified Parties with respect to the indemnification and insurance provisions, nothing in this Agreement confers any rights on any third party.

13.8. Construction. This Agreement has been negotiated by the Parties and shall not be construed against the drafter. Headings are for convenience only.

13.9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

14. Acknowledgment

14.1 Licensee acknowledges that it has read this Agreement, understands its terms, and enters into it voluntarily. Licensee further acknowledges that the City has made no representations other than those expressly set forth herein, and that Licensee is relying solely on its own investigation and judgment.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF GAUTIER, MISSISSIPPI

By: _____
Name: Carlos Moulds
Title: City Manager
Date: _____

GAUTIER MULLET & MUSIC FEST

By: _____
Name: _____
Title: _____
Date: _____

Councilman Jackson made the motion to adjourn until September 1, 2026, at 6:30pm.
Councilman Fuller 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 September 1, 2026.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

September 1, 2026
Authorization to remove broken equipment from the
City of Gautier's Inventory

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

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

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:

RESOLUTION NUMBER 000-2026

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING BROKEN EQUIPMENT FROM THE CITY OF GAUTIER'S INVENTORY

WHEREAS, the City Clerk's Department is requesting that the following broken equipment be removed from the City's inventory and discarded:

Scanner - Asset No. 243 (Planning Department);

Tuffy Security Box - Asset No. 4253 (Police Department); and

WHEREAS, the Mayor and Council find that these items no longer have value to the City and that removal from the City's inventory is in the best interest of the City of Gautier.

NOW, THEREFORE, BE IT ORDERED by the Mayor and Council of the City of Gautier, Mississippi, that the above-described equipment is hereby authorized to be removed from the City's inventory and discarded.

BE IT FURTHER ORDERED that the City Manager and City Clerk are hereby authorized to execute any documents necessary to carry out the intent of this Order.

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

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 1st day of September 2026.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 08/24/2026
Subject: Authorization to remove broken equipment from the City of Gautier's inventory.

REQUEST:

City Council authorization is requested by the City Clerk's department to remove the following equipment from the City of Gautier's inventory and discard. Asset number 243, scanner from the planning department and asset number 4253, Tuffy Security Box from the police department. These items are no longer in working order.

BACKGROUND:

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

DISCUSSION:

None

RECOMMENDATION:

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

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

September 1, 2026
Approve Change Order No. 1 to decrease the contract amount for the West Park Drainage Improvement Project

Introduced by:
Contact Person/Telephone

Sam King 497-8000

Summary Explanation: Approve Change Order No. 1 to decrease the contract amount for the West Park Drainage Improvement Project by \$1,640

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, the Grants and Projects Department requests City Council authorization to approve Change Order No. 1 to the contract with DNA Underground for the Section 592 West Park Drainage Improvements Project; and

WHEREAS, Change Order No. 1 modifies the project drainage design by removing 140 linear feet of concrete trapezoidal ditch and replacing it with a grass swale to improve equipment access for future outfall maintenance; and

WHEREAS, Change Order No. 1 also adds crushed-stone bedding to stabilize unsuitable and unstable subgrade conditions for the installation of concrete drainage pipe; and

WHEREAS, the deductive and additive items included in Change Order No. 1 result in a net decrease of \$1,640.00, reducing the contract amount from \$833,405.00 to \$831,765.00, with no change to the contract time or the substantial completion date of October 4, 2026; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this change order is necessary and incidental to the completion of the work as originally stated, is commercially reasonable, is not made to circumvent the public purchasing statutes, and that the decrease in the contract amount is reasonable; and

WHEREAS, the Mayor and Council Members find that it is in the best interest of the City of Gautier to approve Change Order No. 1, as presented; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No. 1 to the contract with DNA Underground for the Section 592 West Park Drainage Improvements Project is hereby approved, decreasing the contract amount by \$1,640.00, from \$833,405.00 to \$831,765.00.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 1, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Samuel King, Grants and Projects Director
Date: August 20, 2026
Subject: Section 592 West Park Drainage Improvements Project-DNA-Change Order No. 1-
Decrease to Contract.

REQUEST:

The Grants and Projects Department requests City Council authorization to approve Change Order No. 1 to decrease the contract amount for the West Park Drainage Improvement Project by \$1,640.

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 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.

DISCUSSION:

Change Order No. 1 will decrease the contract amount by \$1,640. The change order modifies the project drainage design by replacing 140 LF of concrete trapezoidal ditch with a grass swale to improve future maintenance access. It also adds crushed stone bedding to stabilize unsuitable subgrade conditions for the installation of concrete drainage pipe. If approved, the contract amount will decrease from \$833,405 to \$831,765.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 1 to decrease the contract amount for the West Park Drainage Improvement Project by \$1,640.

The City Council may:

1. Approve Change Order No. 1, as presented, or
2. Not approve Change Order No. 1.

ATTACHMENT(S):

1. Change Order No. 1

CHANGE ORDER

OWNER:

City of Gautier
3330 Hwy. 90
Gautier, MS 39553

CHANGE ORDER NO.**1****DATE:** August 20, 2026**CONTRACTOR:**

DNA Underground
16101 South Swan Rd
Gulfport, MS 39503

ENGINEER: Seymour Engineering, PLLC**PROJECT:** West Park Drainage
Improvements**SUMMARY:**

This Change Order is issued to address the following items on the Project:

1. Concrete Trapezoidal Ditch (Line Item 32): Remove Line Item 32 in its entirety. The concrete trapezoidal ditch will be replaced with a grass swale (see Line Item CO-1.1) to improve equipment access for future outfall maintenance. DEDUCT: (\$16,740.00)
2. Swale Grading Line Item (CO-1.1): Add line item for the construction of (140 LF) of grass swale grading to replace the deleted concrete ditch segment. Work to be performed at the contract unit price of \$35.00/LF. ADD: (\$4,900.00)
3. \$57 Stone (Line Item CO-1.2) Due to unsuitable/unstable subgrade conditions at the site, crushed stone bedding is required to stabilize the trench base for the installation of the concrete drainage pipe. Add line item for 100 CY at the contract unit price of \$102.00/CY. ADD: (\$10,200.00)

THE CONTRACT IS AMENDED AS SHOWN BELOW:**(Not valid until executed by the Owner, Engineer, and Contractor)**

The original Contract Sum:	\$833,405.00
Net Change by previously authorized Change Orders:	\$0.00
The Contract Sum prior to this Change Order was:	\$833,405.00
The Contract Sum will now Change (+):	-\$1,640.00
The New Contract Sum including this Change Order will be:	\$831,765.00
The original Contract Time:	150
Net Change by previously authorized Change Orders:	0
The Date of Substantial Completion prior to this Change Order:	10/4/2026
The Contract Time will now Change by (+) days:	0
The New Date of Substantial Completion will be:	10/4/2026

CONTRACTOR:

By:

Date:


8/24/2026

ENGINEER:

By:

Date:


08/20/2026

OWNER:

By:

Date:

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

September 1, 2026
Authorization to submit an application to the
Mississippi Department of Archives and History for a
Community Heritage Preservation Round 18 Grant

Introduced by:
Contact Person/Telephone

Sam King 497-8000 ext. 315

Summary Explanation: Authorization to submit an application to the Mississippi Department of Archives and History for a Community Heritage Preservation Round 18 Grant for continued rehabilitation of the Gautier Historic Schoolhouse

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, the Grants and Projects Department requests City Council authorization to submit an application to the Mississippi Department of Archives and History for a Community Heritage Preservation Round 18 Grant for continued rehabilitation of the Gautier Historic Schoolhouse; and

WHEREAS, the Community Heritage Preservation Grant Program provides funding for the preservation, restoration, development, and interpretation of historic courthouses and school buildings that have been designated as Mississippi Landmarks; and

WHEREAS, the Gautier Historic Schoolhouse was built in 1921 as a one-room school for Gautier's African-American children and was designated as a Mississippi Landmark on October 19, 2012, for its historical and architectural significance; and

WHEREAS, the proposed project will continue the rehabilitation of the Gautier Historic Schoolhouse through critical structural, weatherproofing, mechanical, electrical, door, and window improvements; and

WHEREAS, the total projected project cost is \$214,962.91, consisting of a grant request of \$171,970.33, representing eighty percent (80%) of the project cost, and a required City match of \$42,992.58, representing twenty percent (20%) of the project cost; and

WHEREAS, the Mayor and Members of the Council find that submission of the grant application and commitment of the required local matching funds are in the best interest of the City of Gautier and support the preservation of an important historic community resource; and

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 Department of Archives and History for a Community Heritage Preservation Round 18 Grant for the continued rehabilitation of the Gautier Historic Schoolhouse is hereby authorized and approved.

IT IS FURTHER ORDERED that, if awarded, the City is authorized to provide the required local match of \$42,992.58 toward the total projected project cost of \$214,962.91.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 1, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Samuel King, Grants and Projects Director
Date: August 12, 2026
Subject: Request to submit an application to the Mississippi Department of Archives and History for a Community Heritage Preservation Grant for the Gautier Historic Schoolhouse

REQUEST:

The Grants and Projects Department requests City Council authorization to submit a grant application to the Mississippi Department of Archives and History (MDAH) for a Community Heritage Preservation Grant for the Gautier Historic Schoolhouse.

BACKGROUND:

The Mississippi Legislature has approved the eighteenth round of funding for the Community Heritage Preservation (CHP) Grant Program. This program authorizes the Mississippi Department of Archives and History to make grants available for the preservation, restoration, development and interpretation of historic courthouses and school buildings. To be eligible, a building must be designated as a Mississippi Landmark under the Antiquities Law of Mississippi prior to application. The former schoolhouse was originally built in 1921 by patrons of the school as a one-room school for Gautier's African-American children and was used as a school until 1946. Later, the building was used as a community center, senior citizens center, and voting place.

The schoolhouse was designated as a Mississippi Landmark by MDAH on October 19, 2012, for both its historical and architectural significance and was also named in 2013 as one of the 10 Most Endangered Historic Sites in Mississippi by the Mississippi Heritage Trust.

The city received a MDAH Community Heritage Preservation grant of \$80,000 in December 2013, with a \$20,000 match, for Phase I to stabilize the building. A \$50,000 grant was also received from the Mississippi Department of Marine Resources for the first phase, which was completed in 2017. At that time, the building received a new foundation, roof, and floor.

In 2023, the City received a \$74,577 MDAH Mississippi Landmark Grant, with a required local match of \$18,644, for Phase II of the project. However, the Phase II funding was insufficient to complete the remaining exterior improvements, including restoration and weatherproofing of the exterior structure; repair and refinishing of the existing exterior siding; lead-based paint remediation and exterior repainting; repair and refinishing of existing windows; replacement of missing windows; installation of new entrance doors; and restoration and accessibility improvements to the front porch.

DISCUSSION:

The application would support continued rehabilitation of the Gautier Historic Schoolhouse, including critical structural, weatherproofing, mechanical, electrical, and doors and windows improvements. The total projected project cost is \$214,962.91, with an 80% grant request of \$171,970.33 and a 20% City match of \$42,992.58.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize submission of a grant application to MDAH for the Community Heritage Preservation Round 18 funding for rehabilitation of the former Gautier Historic Schoolhouse as outlined above.

City Council may:

1. Authorize submission of a grant application; or
2. Not authorize submission of a grant application.

ATTACHMENT(S):

N/A

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

September 1, 2026
Authorization to approve the Certificate of Substantial Completion for the Shepard State Park Bathhouse Renovation Project

Introduced by:
Contact Person/Telephone

Sam King 497-8000

Summary Explanation: Authorization to approve the Certificate of Substantial Completion for the Shepard State Park Bathhouse Renovation Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, the Grants and Projects Department requests City Council authorization to approve the Certificate of Substantial Completion for the Shepard State Park Bathhouse Renovation Project; and

WHEREAS, the project consists of renovating and expanding the existing bathhouse at the Shepard State Park campground, including additions to the men's and women's restroom areas, a laundry facility, and a storage room to provide additional capacity for campers and the City's expanded recreational-vehicle sites; and

WHEREAS, Seymour Engineering conducted a substantial-completion walkthrough on July 28, 2026, and identified the remaining punch-list items; and

WHEREAS, the City received the substantial-completion documentation from Seymour Engineering on July 30, 2026; and

WHEREAS, Brotherhood Service Co. is required to complete or correct the punch-list items identified in the substantial-completion documentation within sixty (60) days of July 28, 2026; and

WHEREAS, the Mayor and Members of the Council find that approval of the Certificate of Substantial Completion for the Shepard State Park Bathhouse Renovation Project is in the best interest of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Certificate of Substantial Completion for the Shepard State Park Bathhouse Renovation Project is hereby approved.

IT IS FURTHER ORDERED that the remaining punch-list items shall be completed or corrected within sixty (60) days of July 28, 2026.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 1, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos Moulds, City Manager
From: Samuel King, Grants & Projects Director
Date: August 17, 2026
Subject: Shepard State Park Bathhouse Renovation Project-Certificate of Substantial Completion

REQUEST:

The Grants and Projects Department requests City Council authorization to approve the Certificate of Substantial Completion for the Shepard State Park Bathhouse Renovation Project.

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:

The Certificate of Substantial Completion was received from Seymour Engineering on July 30, 2026. The contractor will complete or correct the items listed in the substantial completion document within 60 days from the date Substantial Completion reached on July 28, 2026.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve the Certificate of Substantial Completion for the Shepard State Park Bathhouse Renovation Project.

The City Council may:

1. Authorize approval of Certificate of Substantial Completion as presented; or
2. Not authorize approval of Certificate of Substantial Completion as presented.

ATTACHMENT(S):

1. Certificate of Substantial Completion

Certificate of Substantial Completion

Project: Shepard State Park - Bathhouse	Owner: City of Gautier	Owner's Contract No.:
Contract: Shepard State Park - Bathhouse		Date of Contract: 2-17-2026
Contractor: Brotherhood Service Co.		Engineer's Project No.: 24-66.09

This tentative [definitive] Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents:

☐ The following specified portions:

July 28, 2026

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities

Not Amended

Owner's Amended Responsibilities: None

Contractor's Amended Responsibilities: Contractor to Complete Punch List Items

The following documents are attached to and made part of this Certificate:

Substantial Completion Walk-Through Punch List Letter

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

7/30/2026

Date

Accepted by Contractor

7/30/2026

Date

Accepted by Owner

Date

July 28, 2026

Benjamin McLeod
Brotherhood Service Co.
6826 Old 63 North,
Lucedale, MS 39452

RE: Substantial Completion Inspections for the Shepard State Park Bathhouse

Dear Mr. McLeod,

A substantial completion walkthrough was completed 7/28/2026 for the above referenced project and listed below are the punch list items to be completed.

Punch list items:

- 1) Men's Side
 - a) Quote for existing Men's door
 - b) ADA shower insert not secure to wall / bed pant to floor
 - c) Quote to install recessed lighting in shower
 - d) Trim around overhead light in washroom
 - e) Metal trim along bottom of shower doors needs to be cut to not protrude out (safety hazard)
- 2) Women's Side
 - a) ADA shower insert not secure to wall / bed pant to floor
 - b) Quote to install recessed lighting in shower
 - c) Trim around overhead light and sink in washroom
 - d) Toilet supply box broken (1) 3rd toilet
 - e) Metal trim along bottom of shower doors needs to be cut to not protrude out (safety hazard)
- 3) Outside
 - a) Screw fascia on eaves
 - b) Recaulk exterior (several seams have opened)
 - c) Door knobs on storage rooms
 - d) Women's side back birdbox needs to be reworked
 - e) Regrade site
 - f) Pipe Vent Covers

A final walkthrough will be held to insure everything has been completed.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Hunter Sonier".

Hunter Sonier, P.E.
Project Manager

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

September 1, 2026
Authorization to accept monetary donations for the
City of Gautier's Cruisin' Through the Decades Event

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-2244

Summary Explanation: Authorization to accept monetary donations for the City of Gautier's Cruisin' Through the Decades Event to be held October 4, 2026: Ingalls - \$1,000 (Silver Sponsor) and Bordis & Danos, PLLC - \$500 (Bronze Sponsor)

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 30th Annual Cruisin' the Coast will be held October 4, 2026, through October 11, 2026, on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands and oldies entertainment, a swap meet, the CTC/Vicari Auto Auction, and much more; and

WHEREAS, this is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier; and

WHEREAS, the City of Gautier has received monetary donations for the purpose of hosting this event from Silver Sponsor Ingalls (\$1,000) and Bronze Sponsor Bordis & Danos, PLLC (\$500); and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the monetary donations from Ingalls (\$1,000) and Bordis & Danos, PLLC (\$500) for the City of Gautier's Cruisin' Through the Decades Event to be held October 4, 2026 starting at 12:00 P.M. is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 1, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos A. Moulds , City Manager
From: Chassity Bilbo, Recreation Director
Date: August 26, 2026
Subject: Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event

REQUEST:

The Recreation Department is seeking authorization from City Council to accept the following monetary donations for the City of Gautier's Cruisin' Through the Decades Event held on October 4, 2026.

BACKGROUND:

The 30th Annual Cruisin' the Coast will be held Oct. 4 – 11, 2026 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one-day event called, Cruisin' Through the Decades that will take place October 4, 2026 starting at 12 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DICUSSION:

The City of Gautier has received monetary donations from the following sponsors:

1. Silver Sponsor- Ingalls \$1,000
2. Bronze Sponsor- Bordis. Danos PLLC - \$500

RECOMMENDATION:

The Recreation Department recommends that City Council approve the above monetary donation for the Cruisin Through the Decades Event.

The City Council may:

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

ATTACHMENT(S):

Sponsorship Checks



Bordis & Danos, PLLC
1215 Government Street
Ocean Springs, MS 39564
(228)-215-1367

Regions
811 Bienville Blvd.
Ocean Springs, MS 39564
85-543/653

8/17/2026

SECURE DOCUMENT SQUARE IMAGES FADE WHEN HEAT IS APPLIED

PAY TO THE ORDER OF City of Gautier \$ **500.00
Five Hundred and 00/100 ***** DOLLARS

MEMO Sponsorship


AUTHORIZED SIGNATURE

MP

THIS IS WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

CHECK NO.
122647



P.O. Box 149, Pascagoula, Mississippi 39568-0149

MONTH	DAY	YEAR
08	12	26
VOID AFTER 3 MONTHS FROM DATE		

85-368-655

TO: Hancock Whitney Bank

Member FDIC
hancockwhitney.com

PAY
EXACTLY →

ONE THOUSAND DOLLARS AND NO CENTS

ACCOUNTS PAYABLE	
\$ ****1,000	00
DOLLARS	CENTS

PAY TO
THE
ORDER
OF
CITY OF GAUTIER
3330 HIGHWAY 90
GAUTIER, MS 39553

A handwritten signature in dark ink, appearing to be 'J. M. ...', written over a horizontal line.

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

September 1, 2026
Approval of the agreement between the City of Gautier
and Unfazed Show and Band

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Approval of the Agreement between the City of Gautier and Unfazed Show and Band in the amount of \$4,000, for the 2026 Cruisin' Through the Decades event to be held October 4, 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
									☐

F									
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 City will host its annual Cruisin' Through the Decades Event on October 4, 2026; and

WHEREAS, the Cruisin' event will include classic cars, food trucks, drive-in movie, and a local show band; and

WHEREAS, Unfazed Show and Band has offered to perform this entertainment for a price of \$4,000.00, pursuant to the attached contract; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract agreement with Unfazed Show and Band is hereby approved and authorized.

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

Motion was made by **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 September 1, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: August 27, 2026
Subject: Approval of an agreement between the City of Gautier and Unfazed Show and Band for the 2026 Cruisin' Through The Decades Event

REQUEST:

The Recreation Director requests that City Council approve the attached agreement between the City of Gautier and Unfazed Show and Band in the amount of \$4,000. for the 2025 Cruisin' Through The Decades event to be held October 4, 2026.

BACKGROUND:

The 29th Annual Cruisin' the Coast will be held Oct.4 – 11, 2026 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one-day event called, Cruisin' Through the Decades that will take place October 4, 2026 starting at 12 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DICUSSION:

The City of Gautier's Cruisin' event will include classic cars, food trucks, drive in movie and a local show band. Unfazed Show & Band draws a crowd wherever they perform and is known across the Mississippi Gulf Coast as a band that provides fun entertainment through melodic sounds and music from all genres. Funding for this event will come from grant funding and local sponsorships.

RECOMMENDATION:

The Recreation Director recommends that City Council approve the attach agreement between the City of Gautier and Unfazed Show and Band for the 2026 Cruisin' Through The Decades event

The City Council may:

1. Approve the attached agreement between the City of Gautier and Unfazed Show and Band; or
2. Not approve the attached agreement between the City of Gautier and Unfazed Show and Band

ATTACHMENT(S):

Unfazed Show and Band Agreement

UNFAZED SHOW & BAND

BINDER & PERFORMANCE CONTRACT AGREEMENT

Date: Aug / 17 / 2026	
Performance Date: Oct / 4 / 2026	Performance Location: Gautier Mall Parking lot
Performance Address (Including City, State, Zip Code): Hwy 90 Gautier Ms	
Arrival Time: Tbd a.m./p.m.	Event Start Time: 1 a.m./p.m. ☒ Event End Time: 5 a.m./p.m. ☒
Company: City of Gautier	Company Telephone#: ()
Address (Include City, State, Zip Code):	
Contact Person: Chassity Bilbo	Contact Telephone #: ()
Total Cost: \$ \$4000	
Deposit Amount (1/2 Total): \$ Na	
Balance Due: \$ \$4000	

Once this contract has been signed by both parties this contract becomes a legally binding and enforceable contract. We, Unfazed Show & Band, LLC will perform on this 4 day of October, year 2026

Special Conditions: Food and beverages provided for band

X

Client Signature

Date

X

Print Client Name

Keith Brumfield

8/17/2026

Unfazed Show & Band Music Rep.

Date

Keith Brumfield

Signature Unfazed Show & Band Music Rep.

Name

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

September 1, 2026
Resolution approving road closures and traffic control measures for the Gautier High School Homecoming Parade

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Resolution approving road closures and other traffic control measures for the Gautier High School Homecoming Parade on September 23, 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** ☐

F

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

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

Action Taken:

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

RESOLUTION APPROVING CLOSURE OF ROADS AND TRAFFIC CONTROL MEASURES AS DESCRIBED IN THE APPLICATION SUBMITTED BY THE GAUTIER HIGH SCHOOL STUDENT COUNCIL FOR THE GHS HOMECOMING PARADE

RESOLUTION NUMBER 000-2026

WHEREAS, the Gautier High School Student Council has made a request for road closures as fully described in an application for special event permit submitted on August 25, 2026; and

WHEREAS, the purpose of the road closure is to conduct the GHS Homecoming Parade on September 23, 2026, with traffic to be blocked from 5:15 p.m. until 6:15 p.m. along the parade route beginning at SRA Drive and traveling south on Gautier-Vancleave Road to GHS School Road; and

WHEREAS, pursuant to Miss. Code Ann. 21-27-3, municipalities have full jurisdiction over city streets; and

WHEREAS, pursuant to that jurisdiction, cities may close public streets temporarily for public purposes, e.g., parades, festivals, regulation of traffic or other valid purposes under the police power; and

WHEREAS, this authority would include the ability to temporarily close streets to prevent injury to, destruction of, or interference with public or private property, based upon a finding of necessity; and

WHEREAS, based on the application submitted by the Gautier High School Student Council, the Mayor and Members of Council hereby find that closure of the relevant public streets for the time period requested is necessary to prevent injury to, destruction of, or interference with public or private property;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Gautier, Mississippi that the request for road closures as fully described in an application for special event permit dated August 25, 2026 is hereby approved.

BE IT, FURTHER RESOLVED that associated traffic and crowd control is hereby approved, subject to the discretion and judgment of the Police Chief;

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

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

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 1st day of September, 2026.

MAYOR

ATTEST:

CITY CLERK



CITY OF GAUTIER APPLICATION FOR SPECIAL EVENT PERMIT

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

Date of Application: 8/25/26

Summary of Event: GHS Homecoming Parade for Homecoming Week

Event Title: GHS Homecoming Parade

Event Description: *Attach a detailed map of the proposed event layout, parking plan, tent location, etc. **YOU MUST ACCURATELY DESCRIBE THE ENTIRETY OF YOUR EVENT. ONLY THE DESCRIPTION LISTED WILL BE CONSIDERED FOR APPROVAL AND NOTHING OUTSIDE OF THE DESCRIPTION WILL BE ALLOWED. Incomplete applications will not be considered.***

We will use the same route as in the past, but we will begin at 5:30 PM this year on Wednesday, September 23, 2026. We will host around 50 participants. We will line up at SRA and travel south to GHS school road. We will only need traffic blocked off for that section of Gautier-Vancleave Road. We are requesting police presence in leading the parade and blocking traffic as well as the fire truck to end the parade like we have done in the past.

Event Start Date: 9/23/26 Event End Date: 9/23/26

Event Start Time: 5:30 PM Event End Time: approximately 6:00 PM

Location: Begin at SRA and travel South on Gautier-Vancleave Road to GHS School Road

Location Description:

GHS Homecoming Parade from SRA to GHS School Road

Individual Making Application for Organization:

Name: Jodi McKenzie Phone (Home): (____) _____ - _____

Address: 4307 Gautier-Vancleave Road- GHS Phone (Work); (228) 424 - 8457

City: Gautier State: MS Zip Code: 39553 - _____

Position with Organization: Sponsor/Teacher

Individual(s) Responsible for keeping order and maintenance:

Name: _____ Phone (H): (____) _____ - _____ (W) (____) _____ - _____

Name: _____ Phone (W): (____) _____ - _____ (W) (____) _____ - _____

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

Applicant Information:

Organization:

Name: GHS Student CouncilPhone: (above) _____ - _____Address: 4307 Gautier-Vancleave Road

City State Zip

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

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

Marketing and Public Relations

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

We will be advertising on our school facebook page.

Event Questionnaire

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

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

Will there be alcohol? _____ Yes X No

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

Will there be volunteers working the event? X Yes, if so, how many 10 _____ No

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

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

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

Anticipated Attendance Total: 200 Anticipated Participants Total: 50 floats/cars

Road Closure Information: From SRA drive south to GHS School Road from 5:15-6:15

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

Insurance

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

Security

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

Affidavit of Applicant

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

Name of Applicant/Host Organization: Jodi McKenzie Title: Sponsor/Teaacher
Print

Applicant's Signature: J McKenzie Date: 8/25/2024

FOR OFFICE USE ONLY

Date Rec' d: _____ Received By: _____

Event has been: Approved: _____ Disapproved: _____

Approval/Disapproval Authority _____ Date: _____

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:
Title:

September 1, 2026
Approval of a sponsorship of the GHS Alumni
Tailgate Event

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Approval of a sponsorship of the GHS Alumni Tailgate Event on September 19th from 4:00 pm until 10:30 pm at Gautier's Sportsplex, located at 4400 Audubon Lane.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2026

WHEREAS, Gautier High School Alumni Association desires to host its 30th Anniversary Homecoming Tailgate on September 25, 2026, from 4:30 p.m. until 10:30 p.m. at Gautier's Sportsplex, located at 4400 Audubon Lane; and

WHEREAS, Gautier High School Alumni Association has requested that the City sponsor the event by providing in-kind services, pursuant to the attached special permit application, and as described in the attached memorandum to Council; and

WHEREAS, Gautier High School Alumni Association is a community service entity, and is tax exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, the Mayor and Members of the Council have determined that this event is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier; and

WHEREAS, the Mayor and Members of the Council have determined that this event is a community and/or social service program; and

WHEREAS, the Mayor and Members of the Council have determined that the provision of the requested assistance been matched by other existing funds.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the in-kind sponsorship requested by Gautier High School Alumni Association is hereby approved and authorized.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 1, 2026.

**CITY OF GAUTIER
MEMORANDUM**

To: Carlos A. Moulds , City Manager
From: Chassity Bilbo, Recreation Director
Date: August 26, 2026
Subject: Request to approve in-kind services for the GHS Alumni Tailgate Event-Inkind Service Request

REQUEST:

The Gautier High School Alumni Association has requested approval for in-kind services to host a homecoming tailgate event on September 25th from 4:30pm-10:30pm 4400 Audubon Lane Gautier, MS

BACKGROUND:

GHS Alumni's proposal is to organize a tailgating event in Gautier before the homecoming game. Each class would have its own tent. This event would serve as a great opportunity to reunite alumni and celebrate their school's spirit, while also raising funds to give back to the community and support Gautier High School. GHS alumni have contributed financially toward making this event a reality, including sponsoring a senior for a college scholarship—further underscoring the purpose of giving back to their community. This will be a family-friendly environment. This year's event the alumni is permitting the use of alcohol. This tailgating event can create lasting memories, strengthen alumni bonds, and help bring our community out in support of our football team. The GHS Alumni is confident that this will be a well-organized, safe, and respectful event that the entire City of Gautier can be proud of.

DICUSSION:

To support the successful execution of the Gautier High School- Alumni Association's 30th Anniversary Homecoming Tailgate, we respectfully request consideration for the following in-kind services from the City of Gautier:

- Traffic barricades and related traffic control equipment to assist with pedestrian safety and event logistics.
- On-duty police officers, if available, to assist with traffic control, crowd management, and public safety throughout the event.

RECOMMENDATION:

City Council may approve or not approve GHS Alumni's special event in-kind services, as this event is an economic tool that brings into favorable notices the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

1. Approve GHS Alumni's special event in-kind services as requested;

2. Not approve the GHS Alumni's special event permit in-kind services as requested; or
3. May approve the special event in-kind services with changes

ATTACHMENT(S):

Special Event Application



CITY OF GAUTIER APPLICATION FOR SPECIAL EVENT PERMIT

*Submit this form with all required documents to the City Clerk Office at least **60** days prior to the requested event*

Date of Application: 7/15/2026

Summary of Event: Tailgate

Event Title: Gautier High School-Alumni Association Homecoming Tailgate

Event Description: *Attach a detailed map of the proposed event layout, parking plan, tent location, etc. **YOU MUST ACCURATELY DESCRIBE THE ENTIRETY OF YOUR EVENT. ONLY THE DESCRIPTION LISTED WILL BE CONSIDERED FOR APPROVAL AND NOTHING OUTSIDE OF THE DESCRIPTION WILL BE ALLOWED.** Incomplete applications will not be considered.*

Please see separate attachment.

Event Start Date: 9/25/2026 **Event End Date:** 9/25/2026

Event Start Time: 4:30 PM **Event End Time:** 10:30 PM

Location: Jackson County Soccer Complex

Location Description:

4400 Audobon Lane
Gautier, MS. 39553. Please see attached map.

Individual Making Application for Organization:

Name: Santana Rodgers **Phone (Home):** (228) 2193757 -

Address: 1998 Highland Dr **Phone (Work):** () -

City: Gautier **State:** MS **Zip Code:** 39553 -

Position with Organization: President

Individual(s) Responsible for keeping order and maintenance:

Name: Santana Rodgers **Phone (H):** (228) 2193757 **(W)** () -

Name: Marjorie Hyde **Phone (W):** (228) 3690553 **(W)** () -

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

Applicant Information:

Organization:

Name: Gautier High School- Alumni Association Phone: (____) ____ - ____Address: PO Box 363 Gautier, MS 39553

City State Zip

Type of Organization: Social Profit: X Non-Profit Federal ID# 38-4386347 (must attach copy of non-profit status) (Religious, Civic, Social, Etc.)**Event Cleanup**

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

Marketing and Public Relations

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

Please see attached flyer. The event will be posted on Facebook

Event Questionnaire

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

Will there be a fee charged for this event? X Yes, if so, how much \$300 No

Will there be alcohol? Yes No

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

Will there be volunteers working the event? X Yes, if so, how many No

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

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

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

Anticipated Attendance Total: TBD Anticipated Participants Total: TBD

Road Closure Information: N/A

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

Insurance

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

Security

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

Affidavit of Applicant

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

Name of Applicant/Host Organization: Gautier High School- Alumni Association **Title:** President
Print

Applicant's Signature: Santana Rodgers **Date:** 7/15/2026

FOR OFFICE USE ONLY

Date Rec' d: _____ Received By: _____

Event has been: Approved: _____ Disapproved: _____

Approval/Disapproval Authority _____ Date: _____

Event description:

The Gautier High School- Alumni Association will host the GHS 30th Anniversary Homecoming Tailgate on September 25, 2026, at the Jackson County Soccer Complex. This community-oriented alumni event is designed to bring together graduates and supporters of Gautier High School to celebrate the school's 30-year history and promote community engagement.

The event will feature alumni class tents, food and refreshments, music provided by a DJ, social activities, and fellowship among attendees. Participants will include alumni from the Classes of 1997–2022. Event activities will take place outdoors in designated areas and will be coordinated to ensure a safe, family-friendly environment.

The event is expected to operate from 4:30 p.m. to 10:30 p.m., with tent setup occurring between 10:00 a.m. and 2:00 p.m. Event organizers will coordinate with city officials, law enforcement, and other appropriate agencies regarding safety, traffic, parking, and operational requirements.

Request for In-Kind City Support

To support the successful execution of the Gautier High School- Alumni Association's 30th Anniversary Homecoming Tailgate, we respectfully request consideration for the following in-kind services from the City of Gautier:

- Traffic barricades and related traffic control equipment to assist with pedestrian safety and event logistics.
- On-duty police officers, if available, to assist with traffic control, crowd management, and public safety throughout the event.

These resources will help provide a safe, organized, and enjoyable experience for attendees while supporting a community-focused event that celebrates Gautier High School's 30-year legacy and brings together alumni, families, and residents from across the City of Gautier.

The Gautier High School- Alumni Association appreciates the City's continued support of community events and looks forward to partnering with the City of Gautier to make this celebration a success for our alumni and the community as a whole.

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting:
Title:

September 1, 2026
Approval to retain Butler Snow LLP to
prepare and submit the City of Gautier's
Fiscal Year 2025 Financial Disclosure
Statement

Introduced by:
Contact Person/Telephone

Teresa L Montgomery 497-8000

Summary Explanation: Approval to retain Butler Snow LLP to prepare and submit the City of Gautier's Continuing Financial Disclosure Statement for Fiscal Year 2025, pursuant to Securities and Exchange Commission Rule 15c2-12.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:
Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

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

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

Action Taken:

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

ORDER NUMBER 000-2026

WHEREAS, pursuant to Securities and Exchange Commission Rule 15c2-12, the City of Gautier is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board; and

WHEREAS, the total cost of the preparation and submission is not expected to exceed \$3,000.00;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the retention of Butler Snow LLP to prepare and submit the City of Gautier's Continuing Financial Disclosure Statement for FY 2025, pursuant to Securities and Exchange Commission Rule 15c2-12, 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 September 1, 2026.



August 25, 2026

VIA E-MAIL AT TMONTGOMERY@GAUTIER-MS.GOV

City of Gautier, Mississippi
Attn: Teresa Montgomery, City Clerk
3330 Highway 90
Gautier, MS 39553

Re: City of Gautier, Mississippi Fiscal Year 2025 Continuing Disclosure

Dear Ms. Montgomery:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to The City of Gautier, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2025.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the **Annual Filing for fiscal year 2025 to be filed on or before September 30, 2026.**

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions, litigation, or other matters with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. The City's local counsel is hereby authorized to discuss and/or review with Butler Snow any such matters described in this paragraph (including any form of potential conflict waiver, if applicable). Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be \$3,000.00. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not

limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

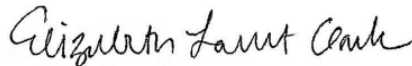
RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

BUTLER SNOW LLP



By: _____
Elizabeth Lambert Clark

Accepted and Approved:

THE CITY OF GAUTIER, MISSISSIPPI

BY: _____
Mayor

Dated: _____

cc: Joshua W. Danos, Esq., City of Gautier, Mississippi City Attorney
(Via email: jdanos@bordisdanos.com)
Paula Yancey, City Manager (Via email: pyancey@gautier-ms.gov)

EXHIBIT A

Event Notice

The City certifies that none of the events have occurred with respect to the Bonds during fiscal year 2025:

1. Principal and interest payment delinquencies
2. Non-Payment related defaults, if material
3. Unscheduled draws on debt service reserves, if any, reflecting financial difficulties
4. Unscheduled draws on credit enhancements reflecting financial difficulties
5. Substitution of credit or liquidity providers, or their failure to perform
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (ITS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the Bonds
7. Modifications to rights of Bondholders, if material
8. Bond calls, if material, and tender offers
9. Defeasances
10. Release, substitution, or sale of property, if any, securing repayment of the securities
11. Rating changes
12. Bankruptcy, insolvency, receivership or other similar event¹
13. The consummation of a merger, consolidation or acquisition involving the State or the sale of all or substantially all of the assets of the State, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material
15. Incurrence of a financial obligation² of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material*.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation² of the obligated person, any of which reflect financial difficulties.

CITY OF GAUTIER, MISSISSIPPI

BY: _____
Mayor

Dated: _____

¹ For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

² For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. Numerous other terms contained in these subsections and/or in the definition of "financial obligation" are not defined in the Rule; SEC Release No. 34-83885 contains a discussion of the current SEC interpretation of those terms. For example, in the Release, the SEC provides guidance that the term "debt obligation" generally should be considered to include only lease arrangements that operate as vehicles to borrow money.

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
September 1, 2026**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
