AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
March 7, 2023 @ 6:30 PM

I. Call to Order

1. **Prayer**

2. **Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

1. **City of Gautier's new website will launch on Thursday, March 9th.**

2. **Tasty Thursday will be March 23rd, starting at 11am at the former Singing River Mall Property.**

3. **City of Gautier's Easter Egg Hunt will be March 25th beginning at 6pm, followed by Movie Night, featuring Rumble, at 7pm, located at the former Singing River Mall Property.**

IV. Presentation Agenda

V. Business Agenda

1. **Authorization to enter into a Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2022.**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

2. **Authorization to approve an expenditure from the Infrastructure and Modernization Acts for re-striping Martin Bluff Road from Frontage to Mill Creek Road**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

3. **Approval of the Docket of Claims**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

VI. Consent Agenda (All items approved in one motion)

1. **Approval of Minutes from Recessed Council Meeting held February 21, 2023**

2. **Receive December 2022 Finance Report**

3. **Authorization to remove vehicles from the City of Gautier's Inventory**

4. **Authorization to remove various items from the Gautier Police Department's inventory**

5. **Authorization to enter into a Public Sale Consignor Agreement with Long Beach Auto Auction**

6. **Approval of a Business Services Agreement renewal with Sparklight for Wi-Fi and internet services at City Hall**

7. **Approval of the Special Consulting Agreement with WSP for a non-quantitative treatment analysis and Mental Health Parity Attestation**

8. **Approval of water and sewer adjustments for March 2023 in the amount of $16,095.05**

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 March 21, 2023 at 6:30pm
www.gautier-ms.gov

CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
March 7, 2023

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **City of Gautier's new website will launch Thursday, March 9th.**

2. **Tasty Thursday will be March 23rd, starting at 11am at the former Singing River Mall Property.**

3. **City of Gautier's Easter Egg Hunt will be March 25th beginning at 6pm, followed by Movie Night, featuring Rumble, at 7pm, located at the former Singing River Mall Property.**

NOTES:

NATURE'S PLAYGROUND
GAUTIER
MISSISSIPPI

GAUTIER PRESENTS

TASTY THURSDAY!

23 MAR

11 AM

GOOD EATS FROM AWESOME

FOOD TRUCKS

Havens , Burger Box,Keepin it Tasty, Frankie Faye's Meatbawls, Los Sarapes, The Peanut Man, Mama Red's Grill Sugar Beans, Mann's Kettle Corn, Bryan's Steamer Granny's Delicious Hotdogs, Manna Time, Sippin Slush, Kickin' Lickin' Good

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SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

City of Gautier
12th Annual

EASTER EGG HUNT

Saturday , March 25th
Singing River Mall Property
6:00 P.M.

Ages 1 -10

Free pictures w/ Easter Bunny, Easter Egg Hunt, and an outdoor movie on the big screen featuring: Rumble

CITY OF GAUTIER

OUTDOOR MOVIE NIGHT

EASTER EGG HUNT STARTS AT 6PM

FREE EVENT

SATURDAY MARCH 25TH 7:00 PM

BRING YOUR LAWN CHAIRS & BLANKETS AND ENJOY A MOVIE ON THE BIG SCREEN SR MALL PROPERTY 2800 HWY 90

CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
March 7, 2023

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES:

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting:	**March 7, 2023**
Title:	**Authorization to enter into a Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2022.**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Authorization to enter into a Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2022. The fee estimated for these services is $32,000.00.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

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

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

Action Taken:

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

ORDER NUMBER 000-2023

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

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

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with Wright, Ward, Hatten & Guel to audit the financial statements of the City of Gautier for the year ended September 30, 2022, is hereby authorized.

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

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

Motion was made by **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 March 7, 2023.

WRIGHT, WARD, HATTEN & GUEL
PROFESSIONAL LIMITED LIABILITY COMPANY
(SUCCESSORS TO A. L. EVANS & COMPANY ESTABLISHED 1929)
Certified Public Accountants
MICHAEL E. GUEL, CPA, CVA, PFS, CFP®, CFE
SANDE W. HENTGES, CPA, CFE
CHARLENE KERKOW, CPA
SHARI L. BREEDEN, CPA
ROBERT D. FOREMAN, CPA
HANCOCK BANK BUILDING
2510 - 14TH STREET
P.O. BOX 129
GULFPORT, MISSISSIPPI 39502
MEMBERS
AMERICAN INSTITUTE OF CPAS
MISSISSIPPI SOCIETY OF CPAS
TELEPHONE (228) 863-6501
FAX NUMBER (228) 863-6544
EMAIL: OFFICE@WWHGCPA.COM

February 28, 2023

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

We are pleased to confirm our understanding of the services we are to provide the City of Gautier, Mississippi for the year ended September 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Gautier, Mississippi as of and for the year ended September 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Gautier, Mississippi's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Gautier, Mississippi's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

2) Budgetary comparison schedule – budget and actual

3) Schedule of the City's proportionate share of net pension liability

4) Schedule of the City's contributions

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

1) Schedule of expenditures of federal awards.

2) Schedule of surety bonds

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

1) Elected officials

2) Organizational chart

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

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

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

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

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

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

matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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

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

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

Improper revenue recognition.

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

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

Audit Procedures—Internal Control

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

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

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

Audit Procedures—Compliance

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

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable

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

Other Services

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

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

Responsibilities of Management for the Financial Statements and Single Audit

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

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us

during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

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

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

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

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

Engagement Administration, Fees, and Other

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

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form

and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

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

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

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

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

Our fee for these services will be $34,000. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

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

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

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

Very truly yours,

Wright Ward Hatten & Guel

RESPONSE:

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

Management signature: _____
Title: _____

Governance signature: _____
Title: _____

CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet

Council Meeting:	**March 7, 2023**
Title:	**Approval of an expenditure from the Infrastructure and Modernization Acts fund for re-striping Martin Bluff Road from Frontage to Mill Creek Road**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Approval of an expenditure of $34,000 from the Infrastructure and Modernization Acts funds for re-striping Martin Bluff Road from Frontage to Mill Creek Road

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 000-2023

WHEREAS, it was discovered that striping on Martin Bluff Road from Frontage Road to Mill Creek Road was severely faded and in need of re-striping; and

WHEREAS, the Council hereby finds that restriping can proceed with Council's approval of the $34,000 (or less) expenditure from the Infrastructure and Modernization Act Funds; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the expenditure from the Infrastructure and Modernization Act in the amount of $34,000, or less, for re-striping Martin Bluff Road from Frontage to Mill Creek Road is hereby approved.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 7, 2023.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Ramona Morgan, Public Works Director
Date:	02/28/2023
Subject:	Authorization for Council to approve an expenditure of $34,000 from the Infastructure and Modernization Acts for re-striping Martin Bluff Road from Frontage to Mill Creek Road

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REQUEST:

Request for Council Authorization to approve an expenditure of $34,000 using Infrastructure and Modernization Act Funds to re-stripe a portion of Martin Bluff Road from Frontage Road to Mill Creek Road (Approximately 28,000LF)

BACKGROUND:

After receiving citizen complaints, it was discovered by staff that the striping on Martin Bluff Road from Frontage Road to Mill Creek Road was severely faded and was in need of re-striping. Staff has received one quote for the re-striping and is awaiting a second quote. Once the second quote is obtained, re-striping can proceed with Council approval of the $34, 000 expenditure from the Infastructure and Modernization Act Funds.

DISCUSSION:

RECOMMENDATION:

ATTACHMENTS:

CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting:	**March 7, 2023**
Title:	**Approval of the Docket of Claims**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

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

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

Action Taken:

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

ORDER NUMBER 000-2023

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 March 7, 2023.

Docket of Claims
Release date from 03/07/2023 thru 03/07/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FOSTERS A/C & HEATING INC	231541	03/07/2023	02/22/2023			100.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-635 / REPL FUSE: CITY HALL U#2			W1121712	02/13/2023			100.00
001	COG 7M BOND ACCT	231542	03/07/2023	02/22/2023			49,609.32	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-104 / TR MDOT WIRE: FUND 130			01272023	01/27/2023			49,609.32
001	DEPT PUBLIC SAFETY	231554	03/07/2023	02/23/2023			120.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / ANALYTICAL FEES (JAN 2023)			90128150	02/14/2023			120.00
001	DELTA COMPUTER SYSTEMS INC	231555	03/07/2023	02/23/2023			625.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-606 / MAR 2023 ACCT SOFTWARE MAINT			DHLMN08739	03/03/2023			430.00
	001-092-606 / MAR 2023 PRIV LIC SW MAINT			DHLMN08740	03/03/2023			175.00
	001-092-606 / MAR 2023 VOTER REG SW MAINT			HRMN010905	03/01/2023			20.00
001	GLOBALSTAR	231556	03/07/2023	02/23/2023			101.68	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 / MONTHLY SERVICE			46150510	02/16/2023			101.68
001	AT&T	231557	03/07/2023	02/23/2023			36.39	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / NCIC LINE MONITORING			2284970262	02/14/2023			36.39
001	AT&T	231563	03/07/2023	02/24/2023			3,977.98	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 / MONTHLY SERVICE			2284978000	02/14/2023			3,977.98
001	C SPIRE WIRELESS	231564	03/07/2023	02/24/2023			956.52	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-605 / POLICE CELLS			0032680896	02/11/2023			475.90
	001-100-605 / DATA CARDS (14)			0032680896	02/11/2023			480.62
001	C SPIRE WIRELESS	231567	03/07/2023	02/24/2023			1,167.97	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-001-605 / COUNCIL CELL PHONE			0030759348	01/31/2023			47.59
	001-021-605 / CITY MGR CELL PHONE			0030759348	01/31/2023			47.59
	001-040-605 / ADMIN CELL PHONE			0030759348	01/31/2023			81.92
	001-090-605 / BLDG-PROJ CELL PHONE			0030759348	01/31/2023			252.08
	001-090-698 / IPAD SERVICE (3)			0030759348	01/31/2023			102.99
	001-094-605 / GRANT-PROJ CELL PHONES			0030759348	01/31/2023			142.77
	001-161-605 / FIRE CELL PHONES			0030759348	01/31/2023			142.77
	001-170-605 / RECREATION CELL PHONES			0030759348	01/31/2023			200.28
	001-205-605 / MAINT CELL PHONES			0030759348	01/31/2023			149.98

Docket of Claims
Release date from 03/07/2023 thru 03/07/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	231570	03/07/2023	02/24/2023			3,698.26	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-525 UNL FUEL			NP63856973	02/20/2023			156.17
	001-100-525 UNL&DSL FUEL			NP63856973	02/20/2023			2,497.77
	001-161-525 UNL&DSL FUEL			NP63856973	02/20/2023			602.25
	001-170-525 UNL FUEL			NP63856973	02/20/2023			442.07
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	231577	03/07/2023	02/27/2023			1,666.66	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-642 DEC 2022 CLUB SUPPORT			12312022	02/13/2023			833.33
	001-170-642 JAN 2023 CLUB SUPPORT			01312023	02/13/2023			833.33
001	APRIL HAVENS STENNETT	231578	03/07/2023	02/27/2023			317.30	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-001-509 REIM VAN RENTAL:MML YTH SUMMIT			02242023	02/24/2023			317.30
001	BUTLER SNOW LLP	231579	03/07/2023	02/27/2023			1,177.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-001-601 REDIST SERVS THRU 01/31/23			10369643	02/20/2023			1,177.00
001	COOPER FAMILY MED CENTER	231580	03/07/2023	02/27/2023			200.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-604 PHYSICAL W/ EKG: SHIELDS,A			714	02/17/2023			200.00
001	DEREK P HEDMAN	231581	03/07/2023	02/27/2023			100.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 PER DIEM ADV: FIRST TRNG			03202023	01/17/2023			100.00
001	KYLE B MCNEIL	231582	03/07/2023	02/27/2023			200.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 PER DIEM ADV: FIRE INV 1033			03202023	11/08/2022			200.00
001	SINGING RIVER ELECTRIC COOPERATIVE	231592	03/07/2023	02/27/2023			1,063.39	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-631 BROWN FD 95237002			02152023	02/21/2023			824.85
	001-161-631 MARTIN BLUFF FD 58380001			02172023	02/22/2023			173.74
	001-201-629 SIGNAL LIGHTS 17546			02172023	02/22/2023			33.75
	001-092-631 CITY LIMIT SIGN 17546			02172023	02/22/2023			31.05
001	SINGING RIVER ELECTRIC COOPERATIVE	231593	03/07/2023	02/27/2023			9,521.80	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-633 STREET LIGHTING 10054			02182023	02/23/2023			6,915.01
	001-201-629 SIGNAL LIGHTS 10054			02182023	02/23/2023			713.29
	001-092-631 CITY HALL 10054			02182023	02/23/2023			864.27
	001-170-631 FRAZIER PARK 10054			02182023	02/23/2023			53.13
	001-170-631 SENIOR BLDG 10054			02182023	02/23/2023			219.04
	001-161-631 CENTRAL FD 10054			02182023	02/23/2023			301.84
	001-170-631 CITY PARK 10054			02182023	02/23/2023			139.47
	001-092-631 PUBLIC WORKS 10054			02182023	02/23/2023			279.09
	001-092-631 HWY 90 SIGN 10054			02182023	02/23/2023			36.66

Docket of Claims
Release date from 03/07/2023 thru 03/07/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	231595	03/07/2023	02/27/2023			3,131.03	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-525 UNL FUEL			NP63886095	02/27/2023			45.86
	001-100-525 UNL&DSL FUEL			NP63886095	02/27/2023			2,585.31
	001-161-525 UNL&DSL FUEL			NP63886095	02/27/2023			422.00
	001-205-525 UNL FUEL			NP63886095	02/27/2023			77.86
001	SPARKLIGHT	231598	03/07/2023	02/28/2023			95.41	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 MAR 2023: CFD #122024086			02232023	02/23/2023			95.41
001	SPARKLIGHT	231599	03/07/2023	02/28/2023			85.46	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 MAR 2023: SFD #122025091			02232023	02/23/2023			85.46
001	SPARKLIGHT	231600	03/07/2023	02/28/2023			85.46	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 MAR 2023: NFD #122024383			02232023	02/23/2023			85.46
001	SPARKLIGHT	231601	03/07/2023	02/28/2023			220.88	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-698 MAR 2023: BACOT #135939403			02232023	02/23/2023			220.88
001	SPARKLIGHT	231602	03/07/2023	02/28/2023			127.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-698 MAR 2023: GARAGE 134679919			02202022	02/20/2022			127.95
001	RJ YOUNG COMPANY LLC	231603	03/07/2023	02/28/2023			1,078.44	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 GSHZ00-01 RENTAL FEE			INV6179515	02/15/2023			470.88
	001-092-698 IM C8000 USAGE: B/W			INV6179515	02/15/2023			137.47
	001-092-698 IM C8000 USAGE: COLOR			INV6179515	02/15/2023			252.42
	001-092-698 MP C4504 USAGE: B/W			INV6179515	02/15/2023			51.21
	001-092-698 MP C4504 USAGE: COLOR			INV6179515	02/15/2023			166.46
001	RJ YOUNG COMPANY LLC	231604	03/07/2023	02/28/2023			224.89	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 FNK100-01 RENTAL FEE			INV6189533	02/21/2023			196.74
	001-100-699 ADMIN FEE			INV6189533	02/21/2023			8.00
	001-100-699 MPC2504EX USAGE: B/W			INV6189533	02/21/2023			20.15
001	RJ YOUNG COMPANY LLC	231605	03/07/2023	02/28/2023			121.14	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 GEMG00-01 RENTAL FEE			INV6190993	02/22/2023			113.14
	001-161-698 ADMIN FEE			INV6190993	02/22/2023			8.00
001	MS MUNICIPAL LEAGUE	231609	03/07/2023	02/28/2023			1,300.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-001-681 MML ANNUAL 2023: ANDERSON			36062	02/08/2023			325.00
	001-001-681 MML ANNUAL 2023: COLLEDGE			36062	02/08/2023			325.00

Docket of Claims
Release date from 03/07/2023 thru 03/07/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS MUNICIPAL LEAGUE	231609	03/07/2023	02/28/2023			1,300.00	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-001-681 MML ANNUAL 2023: GOLLOTT			36062	02/08/2023			325.00
	001-001-681 MML ANNUAL 2023: YANCEY			36062	02/08/2023			325.00
001	PITNEY BOWES INC PURCHASE POWER	231610	03/07/2023	02/28/2023			1,200.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-607 POSTAGE METER #6095325			0434-6213	02/20/2023			1,200.00
001	PITTMAN HOWDESHELL PLLC	231612	03/07/2023	02/28/2023			1,360.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-060-602 LEGAL SERV:SR MALL PROPERTY			1190	02/28/2023			1,360.00
001	AGJ SYSTEMS & NETWORKS INC	231613	03/07/2023	02/28/2023			7,098.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-606 MAR 2023 MSP-COMPLETE CARE			MSP-102586	03/01/2023			6,200.00
	001-092-606 MAR 2023: MS365 EXC (77)			102571	03/01/2023			385.00
	001-092-606 MAR 2023: MS365 BUS (34)			102571	03/01/2023			459.00
	001-092-606 MAR 2023: LITIGATN HOLD (18)			102571	03/01/2023			54.00
001	MS DEPT OF FINANCE & ADMIN	231633	03/07/2023	03/01/2023			24,983.75	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 FEB 2023 COURT ASSESSMENTS			02282023	03/01/2023			24,983.75
001	MS DEPT OF PUBLIC SAFETY	231634	03/07/2023	03/01/2023			1,645.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 FEB 2023 SPECIAL ASSESSMENTS			02282023	03/01/2023			1,645.00
001	MS DEPT OF PUBLIC SAFETY	231635	03/07/2023	03/01/2023			855.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 FEB 2023 INTERLOCK FEES			02282023	03/01/2023			855.00
001	GAUTIER FAMILY CLINIC LLC	231653	03/07/2023	03/01/2023			20.75	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-604 DOT DRUG PANEL: SHIELDS,A			01102023	03/01/2023			20.75
001	BORDIS & DANOS PLLC	231654	03/07/2023	03/01/2023			11,250.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-060-602 MAR 2023 RETAINER			114	03/01/2023			11,250.00
001	SINGING RIVER ELECTRIC COOPERATIVE	231656	03/07/2023	03/01/2023			25.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-631 ROUNDABOUT 102311004			02182023	02/23/2023			25.00
001	SINGING RIVER ELECTRIC COOPERATIVE	231657	03/07/2023	03/01/2023			419.03	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-631 BACOT LIGHTS 10137			02192023	02/24/2023			300.49
	001-201-629 SIGNAL LIGHTS 10138			02192023	02/24/2023			118.54
001	SINGING RIVER ELECTRIC COOPERATIVE	231658	03/07/2023	03/01/2023			71.14	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-633 WM PAYNE 100245001			02182023	02/23/2023			71.14

Docket of Claims
Release date from 03/07/2023 thru 03/07/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GALLS LLC	231661	03/07/2023	03/01/2023			172.40	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	DKNV APEX PANT (3)	023552248	02/14/2023	230226	158.40
001-100-535	SHIPPING	023552248	02/14/2023	230226	14.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ACTION PRINTING CENTER INC	231662	03/07/2023	03/01/2023			141.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-559	BUSINESS CARDS (250): WARD	1201	02/21/2023	230465	47.00
001-100-559	BUSINESS CARDS (250): HUNTER	1201	02/21/2023	230465	47.00
001-100-559	BUSINESS CARDS (250): ALLMAND	1201	02/21/2023	230465	47.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF STATES DISTRIBUTORS	231663	03/07/2023	03/01/2023			298.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-587	CS 12GA 9 PELLET BUCK (2)	1437448-IN	02/02/2023	220279	298.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF HYDRAULICS & PNEUMATICS INC	231665	03/07/2023	03/01/2023			264.30	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-639	CYLINDER REPR KIT(2):JD TRCTR	184157	02/16/2023	230533	89.30
001-170-639	SHOP LABOR (2)	184157	02/16/2023	230533	170.00
001-170-639	MISC SHOP SUPPLIES	184157	02/16/2023	230533	5.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LAWRENCE PRINTING COMPANY INC	231666	03/07/2023	03/01/2023			1,267.09	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-040-500	GEN DEPOSITORY CHECKS (2000)	72479	02/10/2023	230490	420.00
001-040-500	SHIPPING	72479	02/10/2023	230490	32.03
001-040-500	PAYROLL CHECKS (1000)	72480	02/10/2023	230490	335.00
001-040-500	LINEN LEDGER PAPER (4)	72245	02/02/2023	230398	462.72
001-040-500	SHIPPING	72245	02/02/2023	230398	17.34

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TIFFANY NOELLE POWER	231668	03/07/2023	03/01/2023			395.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-681	NECI BASIC COMM CRS: ELROD,J	GAUTIER PD	02/24/2023	230552	395.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	231669	03/07/2023	03/01/2023			201.70	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-500	#2 WOODEN PENCIL 12/BX	3530420369	02/11/2023	230519	1.03
001-170-500	8.5X11 COPY PAPER CS (2)	3530420369	02/11/2023	230519	97.46
001-170-500	BIC WITE OUT TAPE 10/PK	3530420369	02/11/2023	230519	12.35
001-170-500	STD STAPLES 5000/BX (5)	3530420369	02/11/2023	230519	3.83
001-170-500	BOSTITCH ELECTRIC STAPLER	3530420369	02/11/2023	230519	38.72
001-170-500	ELECTRIC PENCIL SHARPENER	3530420369	02/11/2023	230519	14.32
001-170-500	7 OZ DUST OFF 6/PK	3530420369	02/11/2023	230519	33.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REEVES COMPANY INC	231671	03/07/2023	03/01/2023			36.14	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	ENGRAVED NAME PIN	465722	02/17/2023	230524	14.23
001-100-535	SERVING SINCE PIN	465722	02/17/2023	230524	16.94
001-100-535	SHIPPING	465722	02/17/2023	230524	4.97

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	IAFC MEMBERSHIP	231672	03/07/2023	03/01/2023			225.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-682 IAFC ANNUAL DUES: LATCH,J			000254576	02/22/2023	230389		195.00
	001-161-682 SE DIVISION DUES: LATCH,J			000254576	02/22/2023	230389		30.00
001	GRAND VIEW SECURITY LLC	231673	03/07/2023	03/01/2023			998.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-698 SECURITY SYSTEM: CHALL/PLNG			0125121497	02/23/2023	230467		998.00
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	231675	03/07/2023	03/01/2023			1,796.72	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-587 GLOCK 17R GEN 4 FXD 5LB			24711	02/21/2023	230115		454.00
	001-100-535 BLAUER PANT 8650T 44X33 (2)			24779	02/27/2023	220901		97.98
	001-100-535 BLAUER PANT 38 REG (2)			24779	02/27/2023	220901		89.98
	001-100-535 BLAUER SUPERSHIRT NVY (2)			24779	02/27/2023	220901		109.98
	001-100-535 8675 SS SUPERSHIRT NVY (6)			24779	02/27/2023	220901		299.94
	001-100-535 5.11 PERF POLO ASSRT (8)			24779	02/27/2023	220901		343.92
	001-100-535 1" CAPTAIN INSIGNIA GOLD (4)			24779	02/27/2023	220901		47.96
	001-100-535 GOLD NAME PLATE (2)			24779	02/27/2023	220901		32.00
	001-100-535 GOLD SERVING SINCE PIN (2)			24779	02/27/2023	220901		36.00
	001-100-535 SF GLOCK PADDLE HOLSTER (2)			24779	02/27/2023	220901		149.98
	001-100-535 OPEN TOP CUFF/MAG POUCH (2)			24779	02/27/2023	220901		99.98
	001-100-535 SHIPPING			24779	02/27/2023	220901		35.00
001	AMAZON CAPITAL SERVICE	231676	03/07/2023	03/01/2023			153.90	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-577 FIELD MARKING PAINT 24-CANS			1QH7WFQ74M	02/23/2023	230542		153.90
001	AUDIOWAVE INC	231680	03/07/2023	03/01/2023			790.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-638 BLUE LED LIGHTS (4): U# 57			A56223	02/13/2023	230460		480.00
	001-100-638 PMP TAG BRACKET			A56223	02/13/2023	230460		25.00
	001-100-638 LABOR			A56223	02/13/2023	230460		260.00
	001-100-638 SHOP SUPPLIES			A56223	02/13/2023	230460		25.00
001	MOTOROLA INC	231681	03/07/2023	03/01/2023			400.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-639 VISTA BATT KIT			8281547409	01/11/2023	230186		400.00
001	BRITTANY WORTH	231684	03/07/2023	03/01/2023			67.60	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-681 103.2 MILES: NECI TRNG CRS			02232023	03/01/2023			67.60

FUND TOTAL 1 Claims to Checks 54 Total 137,244.45 Manual Held Total 137,244.45

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
002	BOTTOM 2 TOP CONSTRUCTION LLC	231616	03/07/2023	02/28/2023			67,002.75	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	002-655-675 / SEACLIFFE ROADWAY IMPS			1	02/27/2023			67,002.75
002	SEYMOUR ENGINEERING PLLC	231636	03/07/2023	03/01/2023			3,000.00	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	002-655-603 / CONSTRUCTION ADMIN 10%			8690	02/27/2023			3,000.00

FUND TOTAL 2 Claims to Checks 2 Total 70,002.75 Manual Held Total 70,002.75

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
003	PRECISION DOOR SERVICE	231678	03/07/2023	03/01/2023			39,367.90	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
003-460-721	LM GH5011 OPERATOR HOIST 5.0	58385631	02/23/2023	230445	7,951.50
003-460-721	LM LC36M LIGHT CURTAIN 36"	58385631	02/23/2023	230445	2,609.97
003-460-721	COMM SERV FEE: SFD BAY DOORS	58385631	02/23/2023	230445	225.00
003-460-721	SCISSOR LIFT RENTL: SFD	58385631	02/23/2023	230445	300.00
003-460-721	UNIV REMOTE CONTROL: SFD	58385631	02/23/2023	230445	52.00
003-460-721	TECHNICIAN COUPON: SFD	58385631	02/23/2023	230445	52.00
003-460-721	WAYNE DALTON SLATS (8): NFD	58381023	02/21/2023	230459	1,264.00
003-460-721	BOTTOM BAR W/ RUBBER ASTRAGAL	58381023	02/21/2023	230459	745.00
003-460-721	COMM SERV FEE: NFD BAY DOORS	58381023	02/21/2023	230459	225.00
003-460-721	LABOR 1HR MINIMUM: NFD	58381023	02/21/2023	230459	250.00
003-460-721	LM GH5011 OPERATOR HOIST 5.0	58377726	02/24/2023	230442	7,951.50
003-460-721	LM LC36M LIGHT CURTAIN 36"	58377726	02/24/2023	230442	2,609.97
003-460-721	COMM SERV FEE: CFD BAY DOORS	58377726	02/24/2023	230442	225.00
003-460-721	SCISSOR LIFT RENTAL: CFD	58377726	02/24/2023	230442	300.00
003-460-721	LM GH5011 OPERATOR HOIST 5.0	58381919	02/21/2023	230444	10,602.00
003-460-721	LM LC36M LIGHT CURTAIN 36"	58381919	02/21/2023	230444	3,479.96
003-460-721	COMM SERV FEE: NFD	58381919	02/21/2023	230444	225.00
003-460-721	SCISSOR LIFT RENTAL: NFD	58381919	02/21/2023	230444	300.00

FUND TOTAL 3 Claims to Checks 1 Total 39,367.90 Manual Held Total 39,367.90

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	MICHAEL BAKER INTERNATIONAL	231615	03/07/2023	02/28/2023			13,764.08	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-763	CONST ENG & INS: #18	1171741R	02/22/2023		13,764.08

FUND TOTAL 130 Claims to Checks 1 Total 13,764.08 Manual Held Total 13,764.08

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	GULF STATES DISTRIBUTORS	231664	03/07/2023	03/01/2023			2,949.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
156-100-799	STL PRACTICE GRENADE (20)	1438162-IN	02/13/2023	221384	1,040.00
156-100-799	40MM CS LIQUID BARRICADE (20)	1438162-IN	02/13/2023	221384	624.00
156-100-799	40MM CERAKOTED SGL LAUNCHER	1438972-IN	02/24/2023	221384	1,285.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	TUFFY SECURITY LLC	231670	03/07/2023	03/01/2023			1,422.15	

Account Number	Description	Invoice #	Date	P.O.	Amount
156-100-799	F150 UNDERSEAT LOCKBOX:#12803	220567	02/20/2023	230522	474.05
156-100-799	F150 UNDERSEAT LOCKBOX:#18407	220567	02/20/2023	230522	474.05
156-100-799	F150 UNDERSEAT LOCKBOX:#18409	220567	02/20/2023	230522	474.05

FUND TOTAL 156 Claims to Checks 2 Total 4,371.15 Manual Held Total 4,371.15

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	231590	03/07/2023	02/27/2023			54,458.48	_____

Account Number	Description	Invoice #	Date	P.O.	Amount	
172-350-650	LIBRARY SUPPORT	FEB 2023	02/23/2023			54,458.48

FUND TOTAL 172 Claims to Checks 1 Total 54,458.48 Manual Held Total 54,458.48

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AT&T	231558	03/07/2023	02/23/2023			538.18	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-605 / MTHLY SERVICE 2 LINES			2284972244	02/14/2023			538.18
176	SPARKLIGHT	231565	03/07/2023	02/24/2023			256.89	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-699 / MAR 2023:SSP INET#132698937			02202023	02/20/2023			256.89
176	C SPIRE WIRELESS	231568	03/07/2023	02/24/2023			51.80	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-605 / CELL PHONE			0030759348	01/31/2023			51.80
176	SPARKLIGHT	231606	03/07/2023	02/28/2023			127.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-699 / MAR 2023: SSP#136075116			02232023	02/23/2023			127.95
176	84 LUMBER COMPANY LP	231677	03/07/2023	03/01/2023			5,292.56	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-635 / RH EXT DOOR/COMP JAM: L CABIN			1807357731	02/17/2023	230332		839.38
	176-170-635 / LH EXT DOOR/COMP JAM: L CABIN			1807357731	02/17/2023	230332		839.38
	176-170-635 / RH EXT DOOR/COMP JAM: L CABIN			1807357731	02/17/2023	230332		1,806.90
	176-170-635 / LH EXT DOOR/COMP JAM: L CABIN			1807357731	02/17/2023	230332		1,806.90
176	BAY ICE COMPANY INC	231683	03/07/2023	03/01/2023			50.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-699 / FEB 2023 BOX RENTAL FEE			673886	02/28/2023			50.00

FUND TOTAL 176 Claims to Checks 6 Total 6,317.38 Manual Held Total 6,317.38

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
177	SEYMOUR ENGINEERING PLLC	231638	03/07/2023	03/01/2023			9,600.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount	
177-176-762	TOPOGRAPHIC SURVEY 100%	8688	02/27/2023			9,600.00

FUND TOTAL 177 Claims to Checks 1 Total 9,600.00 Manual Held Total 9,600.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC	231641	03/07/2023	03/01/2023			19,675.00	_____
	Account Number: 304-510-763	Description: TO #6: AMPHITHEATER		Invoice #: 8686	Date: 02/27/2023	P.O.	Amount	19,675.00
304	FLETCHER CONSTRUCTION CO INC	231655	03/07/2023	03/01/2023			363,327.50	_____
	Account Number: 304-510-755	Description: AMPHITHEATER CONST 9%		Invoice #: 1	Date: 02/28/2023	P.O.	Amount	363,327.50

FUND TOTAL 304 Claims to Checks 2 Total 383,002.50 Manual Held Total 383,002.50

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
361	SEYMOUR ENGINEERING PLLC	231639	03/07/2023	03/01/2023			17,600.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
361-726-787	CONST ADMIN/RPR 10%	8687	02/27/2023		17,600.00

FUND TOTAL 361 Claims to Checks 1 Total 17,600.00 Manual Held Total 17,600.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2018-2019 BOND DEBT SERVICE FUND	231551	03/07/2023	02/22/2023			24,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-900-950 / MAR 2023: 2018 BOND DS			03012023	03/01/2023			24,000.00
400	2018-2019 BOND DEBT SERVICE FUND	231552	03/07/2023	02/22/2023			32,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-900-950 / MAR 2023: 2019 BOND DS			03012023	03/01/2023			32,000.00
400	COG DEPOSITORY ACCOUNT	231553	03/07/2023	02/22/2023			43,427.11	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-680-821 / ST LNS #3 90/57 SWR			02092023	02/09/2023			7,877.45
	400-680-822 / ST LNS #4 90/57 WTR			02092023	02/09/2023			10,948.67
	400-680-822 / ST LNS #4 90/57 SWR			02092023	02/09/2023			9,019.22
	400-680-823 / ST LNS #5 ALLEN RD			02092023	02/09/2023			2,149.95
	400-680-824 / ST LNS #6 OLD SPAN TR			02092023	02/09/2023			3,765.83
	400-680-825 / ST LNS #7 OLD SPAN TR			02092023	02/09/2023			9,665.99
400	AT&T	231559	03/07/2023	02/23/2023			171.86	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-605 / MONTHLY SERVICE			2284975264	02/14/2023			171.86
400	AT&T	231560	03/07/2023	02/23/2023			70.76	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-605 / MONTHLY SERVICES			2284972276	02/06/2023			70.76
400	SINGING RIVER ELECTRIC COOPERATIVE	231566	03/07/2023	02/24/2023			2,381.83	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 / CARTER RD WTR TANK 109812001			02152023	02/21/2023			26.36
	400-651-631 / LIFT STATION 20649			02152023	02/21/2023			1,120.21
	400-651-631 / LIFT STATION 28779			02152023	02/21/2023			95.64
	400-651-631 / SCHOONER WELL 20688			02122023	02/17/2023			901.26
	400-651-631 / LIFT STATION 20688			02122023	02/17/2023			238.36
400	C SPIRE WIRELESS	231569	03/07/2023	02/24/2023			47.59	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-605 / CELL PHONE			0030759348	01/31/2023			47.59
400	FUELMAN	231571	03/07/2023	02/24/2023			232.12	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-525 / UNL FUEL			NP63856973	02/20/2023			232.12
400	ANSER	231583	03/07/2023	02/27/2023			500.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 / BASE RATE: 2/15-3/14/23			277-021523	02/15/2023			500.00
400	JACKSON COUNTY UTILITY AUTHORITY	231591	03/07/2023	02/27/2023			238,372.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-668 / MAR 2023 TREATMENT CHGS			2066	03/01/2023			238,372.00

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400	SINGING RIVER ELECTRIC COOPERATIVE	231594	03/07/2023	02/27/2023			5,841.17	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 LIFT STNS 89627001			02172023	02/22/2023			70.38
	400-651-631 LIFT STNS 89702001			02172023	02/22/2023			25.10
	400-651-631 LIFT STNS 17881			02172023	02/22/2023			2,656.47
	400-651-631 WATER WELLS 17881			02172023	02/22/2023			3,089.22
400	FUELMAN	231596	03/07/2023	02/27/2023			186.34	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-525 UNL FUEL			NP63886095	02/27/2023			186.34
400	SPARKLIGHT	231607	03/07/2023	02/28/2023			106.55	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 MAR 2023: UTY #107663106			02232023	02/23/2023			106.55
400	RJ YOUNG COMPANY LLC	231608	03/07/2023	02/28/2023			250.28	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 GSI100-01 RENTAL FEE			INV6179516	02/15/2023			166.49
	400-650-698 IM C4500 USAGE: B/W			INV6179516	02/15/2023			23.36
	400-650-698 IM C4500 USAGE: COLOR			INV6179516	02/15/2023			60.43
400	FOSTERS A/C & HEATING INC	231611	03/07/2023	02/28/2023			110.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-586 SERV CALL: FRONT UNITS			W1122011	02/23/2023			110.00
400	SEYMOUR ENGINEERING PLLC	231637	03/07/2023	03/01/2023			3,800.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-603 PRELIM: CCTV SS LINES			8691	02/27/2023			3,800.00
400	SEYMOUR ENGINEERING PLLC	231640	03/07/2023	03/01/2023			5,500.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-603 ENG DESIGN: SHELTER DIST SYS			8689	02/27/2023			5,500.00
400	SINGING RIVER ELECTRIC COOPERATIVE	231659	03/07/2023	03/01/2023			7,939.51	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 IONIZATION PLANT 99216002			02182023	02/23/2023			45.00
	400-651-631 LIFT STATIONS 17882			02182023	02/23/2023			2,158.31
	400-651-631 WATER WELLS 17882			02182023	02/23/2023			3,085.47
	400-651-631 CITY HALL SOUTH 17882			20182023	02/23/2023			2,650.73
400	SINGING RIVER ELECTRIC COOPERATIVE	231660	03/07/2023	03/01/2023			3,530.55	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 LIFT STNS 17875			02192023	02/24/2023			233.09
	400-651-631 LIFT STNS 17883			02192023	02/24/2023			2,327.25
	400-651-631 LIFT STNS 17884			02192023	02/24/2023			970.21
400	BAY MOTOR WINDING INC	231667	03/07/2023	03/01/2023			12,990.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-584 INSP/REPR: GARDEN LN PUMP 1			0124059	02/17/2023	230503		2,210.00
	400-651-713 GRPE-LP8 PUMP: BUCKS RD LS			0124143	02/24/2023	230450		10,530.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	BAY MOTOR WINDING INC	231667	03/07/2023	03/01/2023			12,990.00	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-713	FREIGHT (REPL PUMP)	0124143	02/24/2023	230450	250.00

400	CORE & MAIN LP	231674	03/07/2023	03/01/2023			3,833.76	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	1" BMV GJ CTS XMN NL (12)	S350763	02/10/2023	230449	1,744.68
400-651-581	2X3 WRAP REP CLP 2.125 (12)	S346290	02/20/2023	230449	535.20
400-651-581	3/4 CPLG PJ CTS PVC NL (12)	S350735	02/13/2023	230449	443.16
400-651-581	2 PVC GRIPLOC CMP ADPTR (12)	S362521	02/20/2023	230449	373.68
400-651-581	1X3 WRAP REP CLP 1.32 (12)	S362570	02/20/2023	230449	737.04

400	LYMAN WELL COMPANY	231679	03/07/2023	03/01/2023			9,900.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	INSTL REBUILT MOTOR: WESTGATE	23-023	02/20/2023	230536	600.00
400-651-713	INSTL NEW PUMP: BUCKS RD LS	23-026	02/23/2023	230525	4,800.00
400-651-713	REMV OLD PUMP: BUCKS RD LS	23-026	02/23/2023	230525	4,500.00

400	J H WRIGHT & ASSOCIATES INC	231682	03/07/2023	03/01/2023			5,182.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	FLOAT 2900-B4S1C2-40 (20)	448456	12/30/2022	230323	1,600.00
400-651-584	SQUARE D 3PH SOFTSTART:NELSON8	449514	02/13/2023	230435	3,375.00
400-651-584	SHIPPING: NELSON 8 HWY 90	449514	02/13/2023	230435	75.00
400-651-584	SQUARE D MOTOR OVLD HEATER(6)	449716	02/21/2023	230054	132.00

400	MISSISSIPPI 811 INC	231685	03/07/2023	03/01/2023			5,180.14	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-698	2022 LOCATES (2282)	230456	11/14/2022		4,016.32
400-651-698	2022 FAX USAGE FEE (2282)	230456	11/14/2022		1,141.00
400-651-698	UFDPB 2023 BILLING (2282)	230456	11/14/2022		22.82

FUND TOTAL 400 Claims to Checks 24 Total 405,553.57 Manual Held Total 405,553.57

Docket of Claims
Release date from 03/07/2023 thru 03/07/2023

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	54	Total	137,244.45	Manual	Held	Total	137,244.45
FUND 2	Claims	to	Checks	2	Total	70,002.75	Manual	Held	Total	70,002.75
FUND 3	Claims	to	Checks	1	Total	39,367.90	Manual	Held	Total	39,367.90
FUND 130	Claims	to	Checks	1	Total	13,764.08	Manual	Held	Total	13,764.08
FUND 156	Claims	to	Checks	2	Total	4,371.15	Manual	Held	Total	4,371.15
FUND 172	Claims	to	Checks	1	Total	54,458.48	Manual	Held	Total	54,458.48
FUND 176	Claims	to	Checks	6	Total	6,317.38	Manual	Held	Total	6,317.38
FUND 177	Claims	to	Checks	1	Total	9,600.00	Manual	Held	Total	9,600.00
FUND 304	Claims	to	Checks	2	Total	383,002.50	Manual	Held	Total	383,002.50
FUND 361	Claims	to	Checks	1	Total	17,600.00	Manual	Held	Total	17,600.00
FUND 400	Claims	to	Checks	24	Total	405,553.57	Manual	Held	Total	405,553.57
	Total for all Funds		Checks	95	Total	1,141,282.26	Manual	Held	Total	1,141,282.26

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:	**February 21, 2023**
Title:	**Approval of Minutes from the Recessed Council Meeting held February 21, 2023**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Approval of Minutes from the Recessed Council Meeting held February 21, 2023

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 000-2023

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 February 21, 2023 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 March 7, 2023.

Tuesday
February 21, 2023
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 February 21, 2023 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

Those present were Mayor Casey Vaughan, Council Members Cameron George, Richard Jackson, Gordon Gollott, Rusty Anderson, and Dante Elbin. Also present were Teresa Montgomery, City Clerk; Paula Yancey, City Manager; Josh Danos, City Attorney and other concerned citizens. Present by teleconference was Councilman At-Large Adam Colledge.

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
February 21, 2023 @ 6:30 PM

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

1. **Tasty Thursday will be February 23rd, starting at 11am at the former Singing River Mall Property.**
2. **Gautier Senior Center's Paint Party will be February 28th from 1pm-3pm.**
3. **City of Gautier's Easter Egg Hunt will be March 25th beginning at 6pm, followed by Movie Night, featuring Rumble, at 7pm, located at the former Singing River Mall Property.**

IV. Presentation Agenda

1. **Arbor Day Proclamation**

V. Business Agenda

1. **Approval of a Resolution requesting Local and Private Legislation authorizing the governing authorities of the City of Gautier, Mississippi, to enter into a Public/Private Partnership Agreement with Unlimited Play for construction of an Inclusion Playground**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

2. **Consideration of a Conditional Use-Major Permit that would allow a church in a C-3 Highway Commercial Zoning District at 1017 De La Pointe Road, Gautier, MS (GPC #23-02-CU)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

3. **Consideration of a Conditional Use-Major Permit that would allow a Medical Cannabis Dispensary in a TCMU Town Center Mixed Use Zoning District at 3300 Ladnier Road, Gautier, MS (GPC #23-03-CU)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

4. **Authorization to acknowledge bids and award the contract for the College Park, Guillotteville Road, and Valleywood Subdivisions Project to Suncoast Infrastructure, Inc.**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

5. **Approval of the Paid Docket of Claims**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

6. **Approval of the Docket of Claims**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

VI. **Consent Agenda** (All items approved in one motion)

1. **Approval of Minutes from the Regular Council Meeting held February 7, 2023**

2. **Receive January 2023 Privilege License Reports**

3. **Authorization to enter into a Grant Subaward Agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program for funding related to the Citywide Lift Station Upgrades Project**

4. **Authorization to enter into a Grant Subaward Agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program for funding related to the Sanitary Sewer Main Rehabilitation Project**

5. **Authorization for placement of three (3) temporary speed bumps**

6. **Approval of a Non-Exclusive Facility Use Agreement with P360 Performance Sports**

for Buddy Davis Park

7. **Approval of a request from Mississippi Gulf Coast Community College for the use of two portable lights**

8. **Approval of a software license agreement between PM AM HCM and the Gautier Police Department**

9. **Approval of the Resolution authorizing designated vehicles to be unmarked**

10. **Approval of a Non-Exclusive Facility Use Agreement with Diamond Dawgs Softball Organization for Buddy Davis Park**

11. **Approval to submit an application to the Mississippi Outdoor Stewardship Trust Fund for additional restrooms at Town Commons Park.**

12. **Approval to submit an application to the Mississippi Outdoor Stewardship Trust Fund for the Concessions Building at Town Commons Park.**

13. **Approval to submit an application to the Mississippi Outdoor Stewardship Trust Fund for the Bob Hayes Park Playground.**

VII. STUDY AGENDA

1. **Discuss Citizen Comments**

2. **Discuss Council Comments**

3. **Discuss City Manager Comments**

4. **Discuss City Clerk Comments**

5. **Discuss City Attorney Comments**

Adjourn until March 7, 2023
www.gautier-ms.gov

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

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

1. Consent Agenda Item 5 – Ferry Road should read Ferry Point Road

2. Add Consent Agenda Item 11 - Approval to submit an application to the Mississippi Outdoor Stewardship Trust Fund for additional restrooms at Town Commons Park.

3. Add Consent Agenda Item 12 - Approval to submit an application to the Mississippi Outdoor Stewardship Trust Fund for the Concessions Building at Town Commons Park.

4. Add Consent Agenda Item 13 - Approval to submit an application to the Mississippi Outdoor Stewardship Trust Fund for the Bob Hayes Park Playground.

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

Announcements

1. Tasty Thursday will be February 23rd, starting at 11am at the former Singing River Mall Property.

2. Gautier Senior Center's Paint Party will be February 28th from 1pm-3pm.

3. City of Gautier's Easter Egg Hunt will be March 25th beginning at 6pm, followed by Movie Night, featuring Rumble, at 7pm, located at the former Singing River Mall Property.

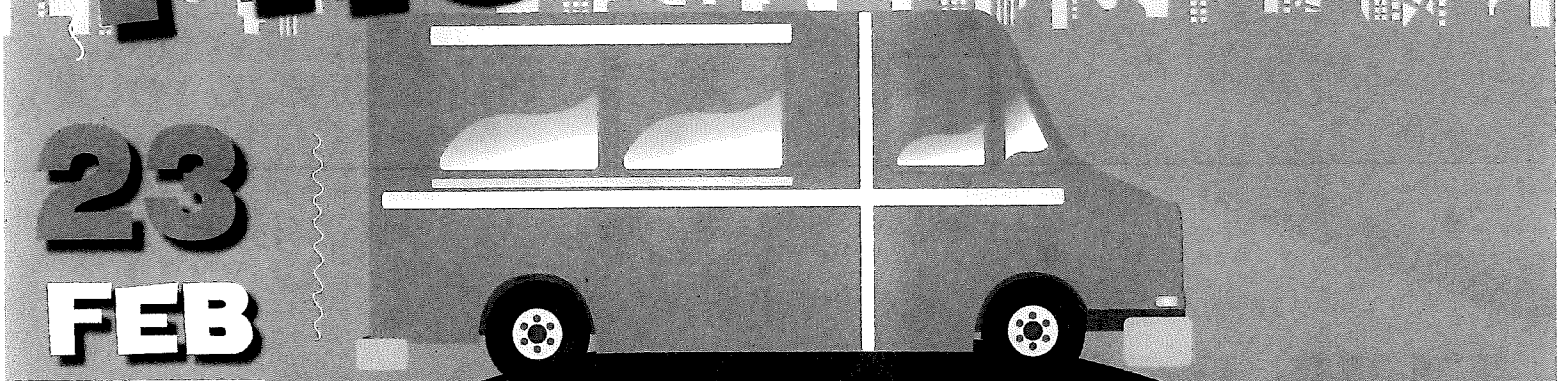
Presentation

1. Arbor Day Proclamation

GAUTIER
MISSISSIPPI

GAUTIER PRESENTS

TASTY THURSDAY!



23 FEB

11 AM

GOOD EATS FROM AWESOME

FOOD TRUCKS

Havens , Burger Box,Keepin it Tasty, Frankie Faye's Meatbawls, Los Sarapes, The Peanut Man, Mama Red's Grill Sugar Beans, Mann's Kettle Corn, Bryan's Steamer Granny's Delicious Hotdogs, Manna Time, Sippin Slush, Kickin' Lickin' Good

---

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

SENIOR GAUTIER CENTER

GAUTIER SENIOR CENTER PAINT & SOCIALIZE

FREE EVENT!!
LIMITED SEATING..
TO RESERVE YOUR
SPOT CONTACT
RECREATION DEPT
MICHELE
228-497-2244

FEB. 28TH
1pm- 3pm

Come enjoy coffee,
donuts, and fellowship.
Supplies/Refreshments
will be provided.

NATURE'S PLAYGROUND
GAUTIER
MISSISSIPPI

Gautier Senior Center 914 De La Pointe Dr.

CITY OF GAUTIER

OUTDOOR MOVIE NIGHT

EASTER EGG HUNT STARTS AT 6PM

FREE EVENT

GAUTIER MISSISSIPPI

SATURDAY MARCH 25TH 7:00 PM

BRING YOUR LAWN CHAIRS & BLANKETS AND ENJOY A MOVIE ON THE BIG SCREEN SR MALL PROPERTY 2800 HWY 90

City of Gautier Proclamation
For
Arbor Day

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be sent aside for the planting of trees, and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE BE IT ENACTED by the City of Gautier, Mississippi, do hereby proclaim February 24, 2023 as **"ARBOR DAY"** and urge all Citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and to plant trees to gladden the heart and promote the well-being for this and other generations.

IN TESTIMONY WHEREOF, I have given under my hand and the seal of the City of Gautier, Mississippi this the **24th of February 2023.**

Casey Vaughan, Mayor

Councilman Anderson made the motion to approve the Resolution, as presented, requesting local and private legislation authorizing the governing authorities of the City of Gautier, Mississippi, to enter into a public/private partnership with Unlimited Play for construction of an inclusion playground; and for related purposes. 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:

RESOLUTION NUMBER 196-2023

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GAUTIER REQUESTING LOCAL AND PRIVATE LEGISLATION AUTHORIZING THE GOVERNING AUTHORITIES OF THE CITY OF GAUTIER, MISSISSIPPI, TO ENTER INTO A PUBLIC/PRIVATE PARTNERSHIP AGREEMENT WITH UNLIMITED PLAY FOR CONSTRUCTION OF AN INCLUSION PLAYGROUND; AND FOR RELATED PURPOSES.

WHEREAS, the governing authority of the City of Gautier, Mississippi, desires to enter into a public/private partnership with Unlimited Play for construction of an inclusion playground; and

WHEREAS, adoption of the attached local and private legislation would greatly assist the City in achieving this goal; and

NOW THEREFORE IT IS HEREBY RESOLVED by the Mayor and Council of the City of Gautier, Mississippi, that the Legislature is urged to adopt the attached local and private legislation authorizing the governing authorities of the City of Gautier, Mississippi, to enter into a public/private partnership with Unlimited Play for construction of an inclusion playground; and for related purposes.

IT IS FURTHER RESOLVED that the City Clerk is directed to send a certified copy of this Resolution to the Speaker of the House, the Lieutenant Governor, and all members of the State Senate and House of Representatives who represent the City of Gautier.

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

MISSISSIPPI LEGISLATURE
2023

REGULAR SESSION

By:

To: Local and Private

_____ BILL NO.

AN ACT TO AUTHORIZE THE GOVERNING AUTHORITIES OF THE CITY OF GAUTIER, MISSISSIPPI, ENTER INTO A PUBLIC/PRIVATE PARTNERSHIP TO CONSTRUCT INCLUSION PLAYGROUND; AND FOR RELATED PURPOSES

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

SECTION 1. As used in this act, the following terms shall have the following meanings unless a different meeting is clearly indicated by the context in which they are used:

(a) "City" means the City of Gautier, Mississippi.

(b) "Unlimited Play" means Unlimited Play, Inc., a non profit 501(c)(3) entity organized under the laws of the State of Missouri, that builds universally accessible playgrounds to promote health and wellness while transforming communities by providing the freedom of play for all children and families.

(c) "Governing authorities" means the Mayor and Council Members of the City.

(d) "Inclusion playground" means a playground which allows participants to play and interact with children of all levels and abilities.

(e) "The Property" means certain real property owned by the City of Gautier in the Town Commons Park.

SECTION 2. The City, acting through its governing authorities, is authorized and empowered to enter into a public/private partnership with Unlimited Play to construct an

inclusion playground on real property owned by the City within the Town Commons Park in Gautier, Mississippi.

SECTION 3. (1) The City acting through its governing authorities, is authorized and empowered to partner with Unlimited Play wherein Unlimited Play will design/build an inclusion park in the Town Commons Park with funding from a variety of sources, including municipal funds, State funds, and private donors, after which, Unlimited Play will donate the playground to the City; and for related purposes.

(2) At no time during the partnership shall the design/build of the inclusion playground be deemed public construction under state law.

(3) At no time during the partnership shall the construction of the inclusion playground be subject to the constraints of Miss. Code Ann. § 31-7-13, et seq.

SECTION 4. This Act shall be deemed to be full and complete authority for the exercise of powers granted under this Act and shall not be in derogation of any existing law of this state, but shall be considered additional, supplemental, and alternative to any other authority granted by law.

SECTION 5. This Act shall take effect and be in force from and after its passage.

Councilman Jackson made the motion to approve the Conditional Use-Major permit, as presented, that would allow a church in a C-3 Highway Commercial Zoning District at 1017 De La Pointe Road, Gautier, MS (GPC #23-02-CU). Councilman Gollott 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 204-2023

CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 23-02-CU
1017 De La Pointe – C3 HIGHWAY COMMERCIAL ZONING DISTRICT
REGARDING PARCEL ID NO: #81831440.001

WHEREAS, an application for a Conditional Use-Major Permit to allow a church in a C-3 Highway Commercial Zoning District was submitted by Denise Bridgett – Gods Church Global Training Center; and

WHEREAS, the parcel subject to this Permit is located at 1017 De La Pointe, in Gautier, Mississippi; and

WHEREAS, after due public notice, Planning Commission, at its February 2, 2023 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended approval of the Conditional Use-Major Permit; and

WHEREAS, the City Council has considered testimony and exhibits presented by the applicant, the report of the City Staff, and all relevant evidence, in addition to the favorable recommendation from Planning Commission; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major Permit (is or is not) consistent with the goals, objectives and policies of the City's Comprehensive Plan; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major (is or is not) consistent with the character of the immediate vicinity of the proposed use; and

WHEREAS, the City Council hereby finds that all relevant criteria in the Unified Development Ordinance (have or have not) been met to approve a Conditional Use-Major Permit; and

WHEREAS, the City Council hereby finds that the proposed use, classified as a church, is permitted as a Conditional Use-Major in a C-3 Highway Commercial Zoning District.

IT IS THEREFORE ORDERED that the City Council accepts the recommendation of the Planning Commission and approves the above Conditional Use-Major Permit for a church in a C-3 Highway Commercial Zoning District.

IT IS FURTHER ORDERED that the City Clerk shall have this permit recorded in the public records of Jackson County, at the expense of the applicant, and provide the applicant a copy of the permit with the recording information affixed.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 02/10/2023
Subject: Consider a request for a Conditional Use-Major that would allow a church in a C-3 Highway Commercial Zoning District. 1017 De La Pointe Road, PID #81831440.001, (GPC #23-02-CU)

REQUEST:
The Planning Department has received a request from Denise Bridgett – Gods Church Global Training Center for a Conditional Use-Major that would allow a church in a C-3 Highway Commercial Zoning District. 1017 De La Pointe Road, PID #81831440.001 (GPC #23-02-CU). The application fee of $250 was paid on December 19, 2022. All public notice requirements have been met.

BACKGROUND:
The request property is zoned C-3 Highway Commercial.
Location: 1017 De La Pointe Road, PID #81831440.001 (See Exhibit A)
General features of the proposed project:Total Area: Approximately 0.39 Acres
Existing building on property
Existing Zoning – C-3 Highway Commercial (See Exhibit B)
Existing Land Use – Vacant Building
Comprehensive Plan Future Land Use Designation – Low Impact Commercial (See Exhibit D)

DISCUSSION:
The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.
Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?
Applicant Response: Yes, Commercial Property Zoning
Staff Finding: Yes. Church or Place of Worship is listed as a Conditional Use-Major in a C-3 Highway Commercial District.
Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.
Applicant Response: This project is compatible with the present developments that are already in the vicinity by:
Density, bulk, and intensity of structures: there will be no change because it is an existing building.Parking: the existing driveway/parking area will be used. No further parking spaces are required.Other uses: the property will be used for church services only, as has been previously established.
Staff Finding: This building has previously been used as a Church or Place of Worship and will continue to be compatible with the area.
Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.
Applicant Response: Our project will not negatively affect neighboring property values, on the contrary, the proposed church should enhance the neighborhood and/or increase property values.
For example, we'll operate the same as the church right up the street and the other churches in the area. We are basically across the street from Gautier City Park and the Masonic Lodge is next to the park. We'll strictly operate as a church, the diagram included shows the property and existing building listed as a Religious, Church, Worship (Synagogue, Temple, Parsonage).
The building has been used as a church previously. Our operating hours are Sundays @ 10am, with an occasional weeknight service or weekend activity. This will not be a threat to the citizens.
Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values or

cause a detriment to the surrounding properties.
Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.
Applicant Response: Vehicular traffic and parking will remain in the same configuration as the previous church organization. The existing driveway and access points will be used and will not impede traffic or pedestrians.
Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.
Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?
Applicant Response: We will not make any changes whatsoever; this proposal will be accommodated by the public services and facilities already in place. Those facilities will include the existing garbage disposal, sanitary sewer, drainage, police, fire protection, water, streets, and schools.
Staff Finding: The proposed use can be accommodated by existing public services and facilities.
Is the proposed use in harmony with the Comprehensive Plan? Explain how.
Applicant Response: Yes, we'll be consistent with the finished product that is already in place – a religious/church setting that will enhance the area.
Staff Finding: No. The Comprehensive Plan calls out "Low Impact Commercial" for future land use of this property.
Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.
Applicant Response: Our proposed use will be as a church only and our standards will be as all other religious institutions in the City of Gautier. There will be nothing hazardous, detrimental, or of a disturbing effect, either real or perceived, only church services. We won't disturb the present surrounding land with disturbing noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interferences or other nuisances.
Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental, or disturbing affect to present surrounding uses.
Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.
Applicant Response: I would have to say, it's already cited as a church and that it conforms to all district regulations, the same as the previous churches on this property. This area has supported St. Mary's Catholic Church for years. Our operation standards will be as all other religious institutions in the City of Gautier and we have made, or will make any changes or other provision.
Staff Finding: The proposed use will conform to all current district regulations.

DETERMINATION OF APPLICABLE LAW:

1.The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.
The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.
2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION:

The Planning Commission recommends City Council approve the Conditional Use-Major as presented because it meets all the criteria for approval required by the UDO.
The City Council may:
Approve the Conditional Use-Major
Approve the Conditional Use-Major with changes; or
Deny the Conditional Use-Major.

ATTACHMENTS:

1. Excerpt GPC Meeting 2.2.23 (#23-02-CU)
2. Complete Packet 23-02-CU

Excerpt from February 2, 2023, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Conditional Use-Major that would allow a church in a C-3 Highway Commercial Zoning District at 1017 De La Pointe Road. PID #81831440.001, (GPC #23-02-CU)

Scott Ankerson, Planning Director, gave a brief overview of the case. He explained that the existing building has been used as a church before but lost its grandfathered status or legal non-conforming use at some point. The use as a church was established before the Unified Development Ordinance (UDO) was adopted and has never been approved as a Conditional Use. It will need a Conditional Use to be used as a church.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: 1017 De La Pointe Road, PID #81831440.001 (See Exhibit A)

2. General features of the proposed project:
   Total Area: Approximately 0.39 Acres
   Existing building on property

3. Existing Zoning – C-3 Highway Commercial (See Exhibit B)

4. Existing Land Use – Vacant Building

5. Comprehensive Plan Future Land Use Designation – Low Impact Commercial (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

   Applicant Response: Yes, Commercial Property Zoning

   Staff Finding: Yes. Church or Place of Worship is listed as a Conditional Use-Major in a C-3 Highway Commercial District.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c)

other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: This project is compatible with the present developments that are already in the vicinity by:

a. *Density, bulk, and intensity of structures: there will be no change because it is an existing building.*
b. *Parking: the existing driveway/parking area will be used. No further parking spaces are required.*
c. *Other uses: the property will be used for church services only, as has been previously established.*

Staff Finding: This building has previously been used as a Church or Place of Worship and will continue to be compatible with the area.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

   Applicant Response: Our project will not negatively affect neighboring property values, on the contrary, the proposed church should enhance the neighborhood and/or increase property values.

   For example, we'll operate the same as the church right up the street and the other churches in the area. We are basically across the street from Gautier City Park and the Masonic Lodge is next to the park. We'll strictly operate as a church, the diagram included shows the property and existing building listed as a Religious, Church, Worship (Synagogue, Temple, Parsonage).

   The building has been used as a church previously. Our operating hours are Sundays @ 10am, with an occasional weeknight service or weekend activity. This will not be a threat to the citizens.

   Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values or cause a detriment to the surrounding properties.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

   Applicant Response: Vehicular traffic and parking will remain in the same configuration as the previous church organization. The existing driveway and access points will be used and will not impede traffic or pedestrians.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

   Applicant Response: We will not make any changes whatsoever; this proposal will be accommodated by the public services and facilities already in place. Those facilities will include the existing garbage disposal, sanitary sewer, drainage, police, fire protection, water, streets, and schools.

   Staff Finding: The proposed use can be accommodated by existing public services and facilities.

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

   Applicant Response: Yes, we'll be consistent with the finished product that is already in place – a religious/church setting that will enhance the area.

   Staff Finding: No. The Comprehensive Plan calls out "Low Impact Commercial" for future land use of this property.

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

   Applicant Response: Our proposed use will be as a church only and our standards will be as all other religious institutions in the City of Gautier. There will be nothing hazardous, detrimental, or of a disturbing effect, either real or perceived, only church services. We won't disturb the present surrounding land with disturbing noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interferences or other nuisances.

   Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental, or disturbing affect to present surrounding uses.

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

   Applicant Response: I would have to say, it's already cited as a church and that it conforms to all district regulations, the same as the previous churches on this property. This area has supported St. Mary's Catholic Church for years. Our operation standards will be as all other religious institutions in the City of Gautier and we have made, or will make any changes or other provision.

   Staff Finding: The proposed use will conform to all current district regulations.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

   The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

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 Conditional Use-Major
2. Recommend that City Council approve the Conditional Use-Major with changes; or
3. Recommend that City Council deny the Conditional Use-Major.

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

Chairman Jamison asked the applicant to present her case.

Denise Bridgett, representative for Gods Church Global Training Center, stated that they had purchased the building and wanted to use it as a church.

Commissioner Hoover asked if they would be doing any modifications to the building.

Ms. Bridgett said they would be doing some repairs to bring the building up to code but no additions.

Commissioner McManus noted that it was called a training center and asked if there would only be Sunday services or would something be going on Monday thru Friday.

Ms. Bridgett said there would only be Sunday services at this time. They may add Wednesday services later. She explained that it is called a training center because they basically train leaders to go out to different areas of the community.

Chairman Jamison asked how many people were expected on a Sunday morning because there wasn't a lot of parking.

Ms. Bridgett said that right now there are about 15 to 20 people, but they were hoping to have maybe 30 to 40 since they would have more room. They are currently holding meetings at different homes. She said there would not be that many cars because she was counting children also.

Mr. Ankerson stated that Staff would look at the parking situation before permitting and that the Fire Marshall would have to look at the building and determine maximum occupancy.

Daniel Whyte, who owns property just south of the property in question, stated that he was not opposed to the church but wondered what having a church abutting his property would restrict him to on his property. He stated that someone had asked him about placing a Medical Marijuana facility on his property.

Josh Danos, City Attorney, advised that State law would not allow a Medical Marijuana facility within 500 feet of a church.

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

ACTION TAKEN:

Commissioner Decoteau made a motion to recommend that City Council approve the Conditional Use-Major as presented because it meets all the criteria for approval required by the UDO.

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

AYES:	**Ricky Decoteau** **Kay C. Jamison** **DeAnna McManus** **Chris Hoover** **Josh Ward** **William Davis**
ABSENT:	**Paul Gainer**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

February 2, 2023

GPC #23-02-CU

Denise Bridgett – Gods Church Global Training Center

1017 De La Pointe Drive

VII. NEW BUSINESS

1. Consider a request for a Conditional Use-Major that would allow a church in a C-3 Highway Commercial Zoning District. 1017 De La Pointe Road, PID #81831440.001, (GPC #23-02-CU)

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: January 19, 2023

Subject: Consider a request for a Conditional Use-Major that would allow a church in a C-3 Highway Commercial Zoning District. (GPC #23-02-CU)

REQUEST:

The Planning Department has received a request from Denise Bridgett – Gods Church Global Training Center for a Conditional Use-Major that would allow a church in a C-3 Highway Commercial Zoning District. 1017 De La Pointe Road, PID #81831440.001 (GPC #23-02-CU). The application fee of $250 was paid on December 19, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: 1017 De La Pointe Road, PID #81831440.001 (See Exhibit A)

2. General features of the proposed project:
   Total Area: Approximately 0.39 Acres
   Existing building on property

3. Existing Zoning – C-3 Highway Commercial (See Exhibit B)

4. Existing Land Use – Vacant Building

5. Comprehensive Plan Future Land Use Designation – Low Impact Commercial (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant Response: Yes, Commercial Property Zoning

Staff Finding: Yes. Church or Place of Worship is listed as a Conditional Use-Major in a C-3 Highway Commercial District.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

   Applicant Response: This project is compatible with the present developments that are already in the vicinity by:
   a. *Density, bulk, and intensity of structures: there will be no change because it is an existing building.*
   b. *Parking: the existing driveway/parking area will be used. No further parking spaces are required.*
   c. *Other uses: the property will be used for church services only, as has been previously established.*

   Staff Finding: This building has previously been used as a Church or Place of Worship and will continue to be compatible with the area.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

   Applicant Response: Our project will not negatively affect neighboring property values, on the contrary, the proposed church should enhance the neighborhood and/or increase property values.

   For example, we'll operate the same as the church right up the street and the other churches in the area. We are basically across the street from Gautier City Park and the Masonic Lodge is next to the park. We'll strictly operate as a church, the diagram included shows the property and existing building listed as a Religious, Church, Worship (Synagogue, Temple, Parsonage).

   The building has been used as a church previously. Our operating hours are Sundays @ 10am, with an occasional weeknight service or weekend activity. This will not be a threat to the citizens.

   Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values or cause a detriment to the surrounding properties.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

   Applicant Response: Vehicular traffic and parking will remain in the same configuration as the previous church organization. The existing driveway and access points will be used and will not impede traffic or pedestrians.

   Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

   Applicant Response: We will not make any changes whatsoever; this proposal will be accommodated by the public services and facilities already in place. Those facilities will include the existing garbage disposal, sanitary sewer, drainage, police, fire protection, water, streets, and schools.

   Staff Finding: The proposed use can be accommodated by existing public services and facilities.

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

   Applicant Response: Yes, we'll be consistent with the finished product that is already in place – a religious/church setting that will enhance the area.

   Staff Finding: No. The Comprehensive Plan calls out "Low Impact Commercial" for future land use of this property.

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

   Applicant Response: Our proposed use will be as a church only and our standards will be as all other religious institutions in the City of Gautier. There will be nothing hazardous, detrimental, or of a disturbing effect, either real or perceived, only church services. We won't disturb the present surrounding land

with disturbing noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interferences or other nuisances.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental, or disturbing affect to present surrounding uses.

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

   Applicant Response: I would have to say, it's already cited as a church and that it conforms to all district regulations, the same as the previous churches on this property. This area has supported St. Mary's Catholic Church for years. Our operation standards will be as all other religious institutions in the City of Gautier and we have made, or will make any changes or other provision.

   Staff Finding: The proposed use will conform to all current district regulations.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

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2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

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 Conditional Use-Major
2. Recommend that City Council approve the Conditional Use-Major with changes; or
3. Recommend that City Council deny the Conditional Use-Major.

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI

ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT

CONDITIONAL USE APPLICATION

Public Hearing Number

23-02-CU

TO BE HEARD BY GAUTIER PLANNING COMMISSION:		FEE:
Conditional Use - Major	P	$250.00
TO BE HEARD BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR:		**FEE:**
Conditional Use - Minor		$250.00

Name of Applicant: Denise Bridgett

Name of Business: Gods Church Global Training Center Phone: (228) 219-2002

Property Address: 1017 De La Pointe Dr. Mailing Address (if Different): 8114 Fairway Villa Dr.

E-Mail Address: godschurch2021@gmail.com

Proposed Use Requiring Conditional Use: C-3 Church (Refer to Article V, UDO)

Proposed Location is: ☐ New Build ☑ Existing (with no modifications) ☐ Existing (with proposed modifications)

ATTACHMENTS REQUIRED AS APPLICABLE:

✓ 1. Answers to the Criteria for Approval (see attached).

✓ 2. Project Narrative (see attached).

✓ 4. Diagram of intended use (see attached).

NA 4. Copy of protective covenants or deed restrictions, if any.

NA 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.

NA 6. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.

NA 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s): Denise Bridgett Date of Application: 12/19/2022

FOR OFFICE USE ONLY

Date Received 12-19-22 Verify as Complete Balus

$251.00 Fee Amount Received 12-19-22 Initials of Employee Receiving Application BB

CONDITIONAL USE CRITERIA FOR APPROVAL - Complete either the Major Conditional Use section or Minor Conditional Use Section below. If more room is needed, answers can be provided on a separate sheet of paper.

MAJOR CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

2. Please describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

MINOR CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use substantially compatible with other uses in the area, including factors relating to the nature of its location, operation, building design, site design, traffic characteristics, and environmental impacts? Explain.

2. Will the proposed use be materially detrimental to the health, safety, and general welfare of the public or otherwise injurious to the environment or to the property or improvements within the area? Explain.

3. Is the proposed use consistent with the Comprehensive Plan? Explain how.

4. Is the proposed use in conformance with specific site location, development, and operation standards as required by this Ordinance? Explain.

MAJOR **CONDITIONAL USE CRITERIA FOR APPROVAL - NARRATIVE** – We'll only have church services at this location. We are a very small congregation with less than 30 people. We have no plan for outdoor storage at this location or any activities requiring outdoor seating. We do not need large vehicles past a U-Haul truck to move into the building.

1. Yes, Commercial Property Zoning

2. This project is compatible with the present developments that are already in the vicinity by:

a. density, bulk, and intensity of structures: there will be no change because it is an existing building.
b. parking: the existing driveway/parking area will be used. No further parking spaces are required.
c. other uses: the property will be used for church services only, as has been previously established.

3. Our project will not negatively affect neighboring property values, on the contrary, the proposed church should enhance the neighborhood and/or increase property values.

For example, we'll operate the same as the church right up the street and the other churches in the area. We are basically across the street from Gautier City Park, and the Masonic Lodge is next to the park. We'll strictly operate as a church, the diagram included shows the property and existing building listed as a Religious, Church, Worship (Synagogue, Temple, Parsonage).

The building has been used as a church previously. Our operating hours are Sundays @ 10 am, with an occasional weeknight service or weekend activity. This will not be a threat to the citizens.

4. Vehicular traffic and parking will remain in the same configuration as the previous church organization. The existing driveway and access points will be used and will not impede traffic or pedestrians.

5. We will not make any changes whatsoever, this proposal will be accommodated by the public services and facilities already in place. Those facilities will include the existing garbage disposal, sanitary sewer, drainage, police, fire protection, water, streets, and schools.

6. Yes, we'll be consistent with the finished product that is already in place – a religious/church setting that will enhance the area.

7. Our proposed use will be as a church only and our standards will be as all other religious institutions in the City of Gautier. There will be nothing hazardous, detrimental, or of a disturbing effect, either real or perceived, only church services. We won't disturb the present surrounding land with disturbing noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interferences, or other nuisances.

8. I would have to say, it's already cited as a church and that it conforms to all district regulations, the same as the previous churches on this property. This area has supported St. Mary's Catholic Church for years. Our operation standards will be as all other religious institutions in the City of Gautier and we have made, or will make any changes or other provisions.

OFFICIAL RECORDS JACKSON COUNTY, MS
Josh Eldridge, Chancery Clerk
Electronically Recorded
RECORDING FEE $ 26.00
MINERAL TAX. $0 00
202226507
BK: 2100 PG: 767 - 769
12/05/2022 12:45:41 PM 3 PG(S)
Receipt # 28445

Prepared by and Return to:
Nicole W. Sullivan, MSB #105498
Coast Title Company, LLC
101 Rouselle Place, Suite B
Ocean Springs, MS 39564
Telephone: 228-334-5122

INDEXING INSTRUCTIONS: A parcel of land situated in Section 31, T7S, R6W, Jackson County, Mississippi

COVER PAGE FOR WARRANTY DEED

GRANTOR(S):

WHYTE & SONS LLC,
a Mississippi Limited Liability Company
108 Sea Glass Loop
Ocean Springs, MS 39564
Telephone: (228) 324-4410

GRANTEE(S):

GODS CHURCH GLOBAL TRAINING CENTER
1017 De La Pointe Drive
Gautier, MS 39553
Telephone: 228-219-2002

STATE OF MISSISSIPPI

COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION of the price and sum of TEN AND NO/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **WHYTE & SONS LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY** does hereby grant, bargain, sell, convey and warrant **unto GODS CHURCH GLOBAL TRAINING CENTER**, that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

A TRACK OF LAND SITUATED IN FRACTIONAL SECTION 31, TOWNSHIP 7 SOUTH, RANGE 6 WEST, GAUTIER, JACKSON COUNTY, MISSISSIPPI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 31; THENCE SOUTH 89 DEGREES 43 MINUTES WEST 2.04 FEET TO THE EAST RIGHT-OF-WAY OF SHAW ROAD; THENCE NORTH 1 DEGREE 06 SECONDS WEST ALONG THE EAST RIGHT-OF-WAY OF SHAW ROAD 83.90 FEET TO A SET 1/2" REBAR ON THE SOUTH RIGHT-OF-WAY OF DE LA POINTE ROAD; THENCE NORTH 86 DEGREES 55 MINUTES EAST ALONG THE SOUTH RIGHT-OF-WAY OF DE LA POINTE ROAD 263.99 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE NORTHEAST ALONG THE ARC OF SAID CURVE 332.05 FEET, SAID CURVE HAVING A RADIUS OF 3225.73 FEET AND A CHORD BEARING NORTH 89 DEGREES 51 MINUTES 57 SECONDS EAST 331.90 FEET TO A SET 1/2" REBAR AT THE NORTHEAST CORNER OF THAT PROPERTY DESCRIBED IN DEED BOOK 1573, PAGE 788, AND TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE ARC OF SAID CURVE 120.01 FEET TO A SET 1/2" REBAR; THENCE SOUTH 0 DEGREES 24 MINUTES EAST 140.00 FEET TO A FOUND 1/2" REBAR; THENCE NORTH 86 DEGREES 07 MINUTES 10 SECONDS WEST 120.00 FEET TO A SET 1/2" REBAR; THENCE NORTH 0 DEGREES 24 MINUTES WEST 140.00 FEET TO THE POINT OF BEGINNING.

This conveyance is subject to all covenants, easements, restrictions, reservations, and other matters of record, all zoning and building laws, rules and regulations and ordinances, and all matters that would be disclosed by an accurate survey of said property.

Taxes for the year 2022 have been pro-rated between the parties and the payment of same when due on January 1, 2023, shall be the responsibility of the Grantees herein.

WITNESS THE SIGNATURE(S) OF THE GRANTOR(S), on the 2 day of December, 2022

WHYTE & SONS, LLC,
a Mississippi Limited Liability Company

By: _____
ANN WHYTE, MEMBER

By: _____
DAN WHYTE, MEMBER

STATE OF MISSISSIPPI

COUNTY OF JACKSON

This day, personally appeared before me, the undersigned Notary Public, in and for the aforesaid County and State, the within named Ann Whyte and Dan Whyte who acknowledged that they are Members of Whyte & Sons, LLC, a Mississippi Limited Liability Company, acknowledged to me that they executed, signed and delivered, the foregoing Warranty Deed on the day and year herein mentioned as its true and voluntary act and deed.

Given under my hand and official seal of office, this the 2 day of December, 2022.

Robin Brook Terry
NOTARY PUBLIC
MY COMMISSION EXPIRES: 2/16/2026

ROBIN BROOK TERRY
COMM. # 30-001
NOTARY PUBLIC
COMMISSION EXPIRES 2-16-2026
HARRISON COUNTY, STATE OF MISSISSIPPI

COMMONWEALTH LAND TITLE

INSURANCE COMPANY

OWNER'S POLICY

SCHEDULE A

Office File No.: 22-643

Owner Policy Number: 81306-229188168
Simultaneously Issued with Policy No.:

(For information only)
Address Reference: 1017 De La Pointe Drive, Gautier, MS 39553

Amount of Insurance: $40,000.00

Premium: $160.00
Endorsement Premium: $0.00

Date of Policy: December 5, 2022 at 12:45pm

1. Name of Insured:
   GODS CHURCH GLOBAL TRAINING CENTER

2. The estate or interest in the Land that is insured by this policy is:
   fee simple

3. Title is vested in:
   GODS CHURCH GLOBAL TRAINING CENTER

4. The Land referred to in this policy is described as follows:
   The land is described as set forth in Exhibit A attached hereto and made a part hereof.

Direct Claim Inquiries to:
Claims Dept, P.O. Box 45023, Jacksonville, FL 32232-5023

Countersigned

BY: _____
Coast Title Company, LLC, License #: 105498
Nicole Wall Sullivan, License #: 105498
Authorized Signatory

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED

81831440.001 WHYTE & SONS LLC

PIDN: 81831440.001

GISP: 769.31-03-0010.00

Owner Information

Percent of Ownership: 100

Name: WHYTE & SONS LLC

Name 2:

Mailing Address: 108 SEA GLASS LOOP
OCEAN SPRINGS MS
39564

Site Address: 1017 DE LA POINTE DR GAUTIER

Land Information

Section: 31

Acreage: 0.39

Township: 7

Range: 6

Street Name DE LA POINTE DR

Value and Tax Information

Total Assessed Value: 16127

Total Appraised Value: 107516

Improvement Value: 69296

Land Value: 38220

Tax Amount: 2318

SQ FT: 1792

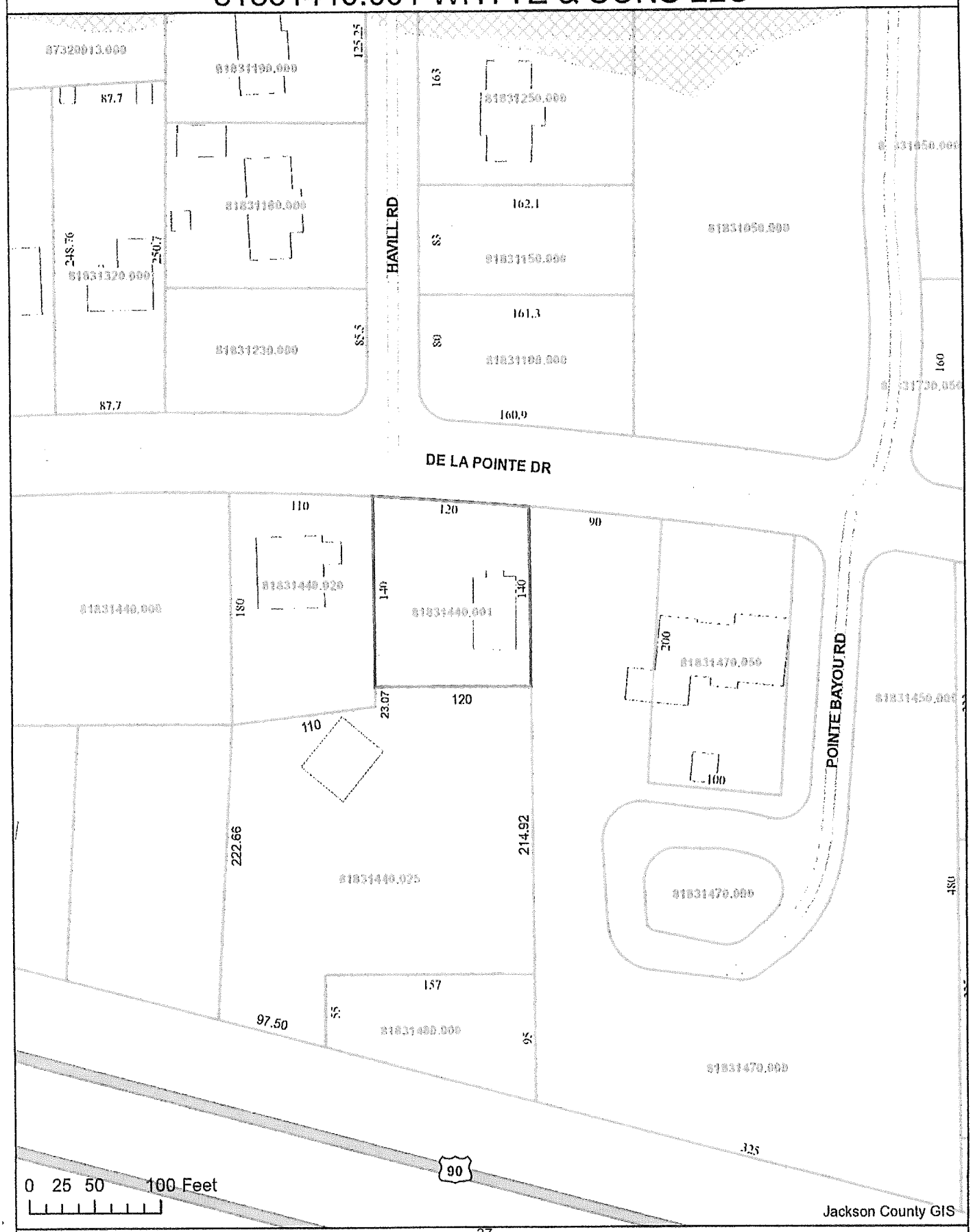
Year Built: 1970

Legal Description

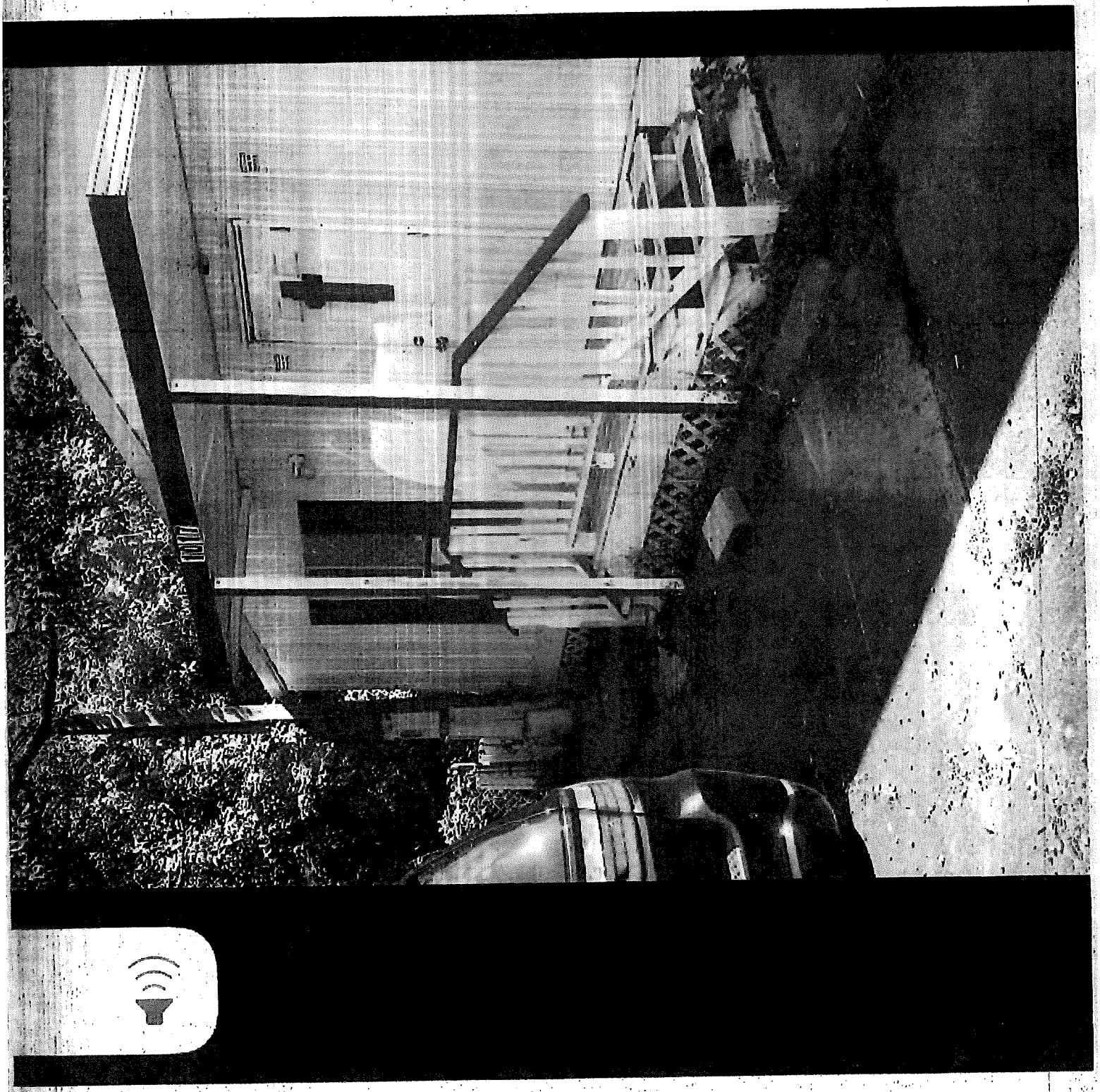
Description: COM NWC SE1/4 SW1/4 N 89 DEG W 2
.04' N 1 DEG W 83.90' TO S/M RD
ELY ALG S/M 716' TO POB S 140' N
85 DEG W 120' N 140' TO S/M RD
ELY ALG S/M 120' TO POB DB 1976-
861 (10 MAP769.31-03)

Deed Book / Page: 1976 / 861

81831440.001 WHYTE & SONS LLC



https://webmap.co.jackson.ms.us/ 1/12/2023



[redacted]

$115,829

XOME VALUE

Last evaluated 12/14/2022

[redacted]
HIGH RANGE

[redacted]
LOW RANGE

1017 De La Pointe Dr
Gautier, MS 39553

Religious, Church, Worship (Synagogue, Temple, Parsonage)
Residence

0 Beds

0 Baths

What's Your Home Worth ?

Enroll to receive a free monthly professional-grade estimate of your home's value*

First Name *

Last Name *

Email Address *

I'm the owner Yes No

I'm not a robot

Need

1017 De La Pointe Dr	**Land Use**	Religious
COM NWC SE1/4 SW1/4 N 89 DEG W 2.04 N 1 DEG W 83.90' TO S/M RD ELY ALG S/M 716 TO POB S 140' N 85 DEG W 120 N 140 TO S/M	**Zoning**	X
Jackson	**Flood Zone**	28059C0319G
Mississippi	**Tax Year**	2021
0.39	**Assessed Year**	2021
Other Market Areas	**Census**	0410004005
Gulfport-Biloxi-Pascagoula, MS	**TOTAL SQ FT**	1,792
8-18-31-440.001		

Exhibit A
Location Map

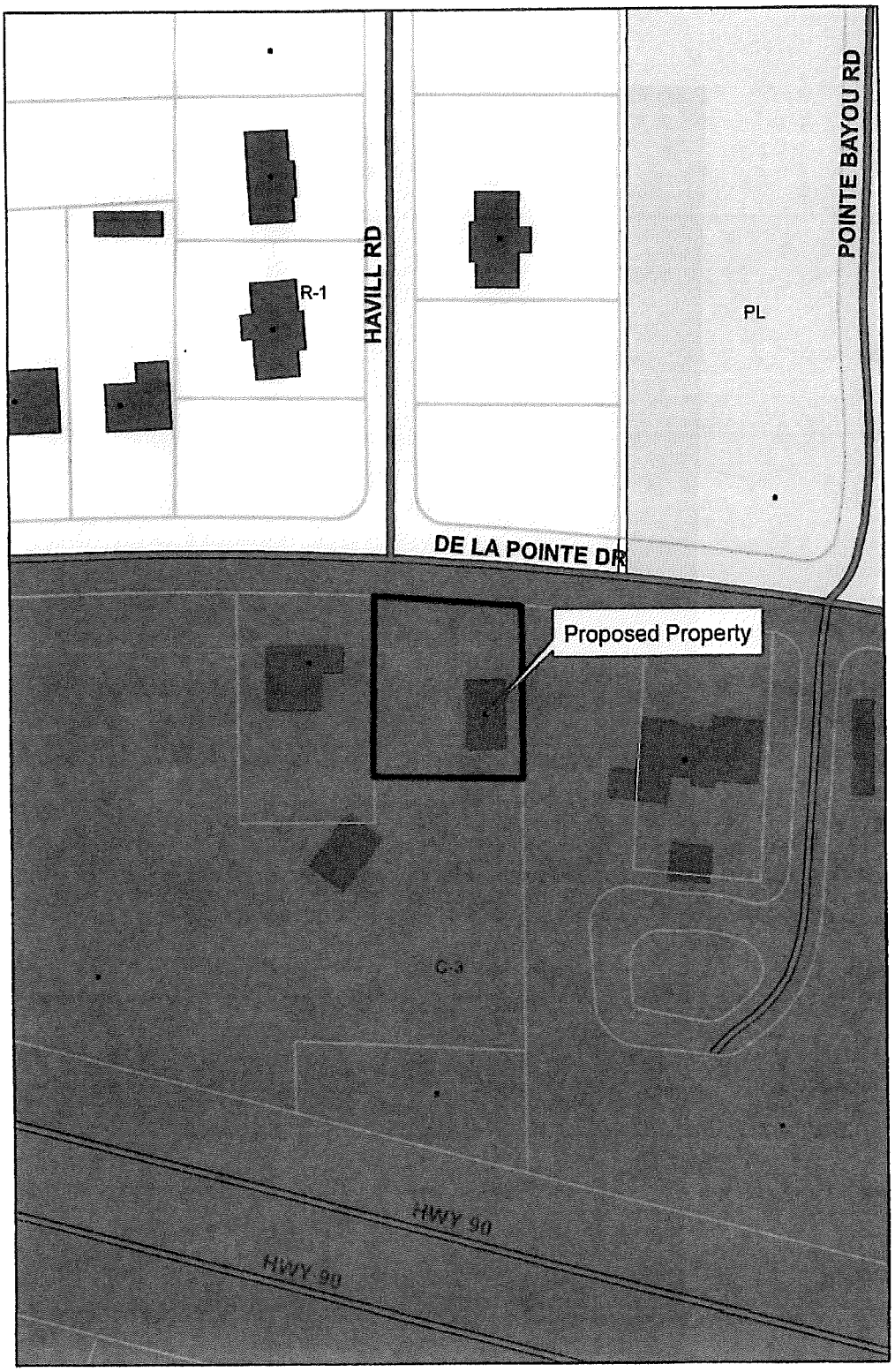
Prepared by:

City of Gautier
Planning Department

Exhibit B
Existing Zoning

Prepared by:

City of Gautier
Planning Department



Legend

Zoning

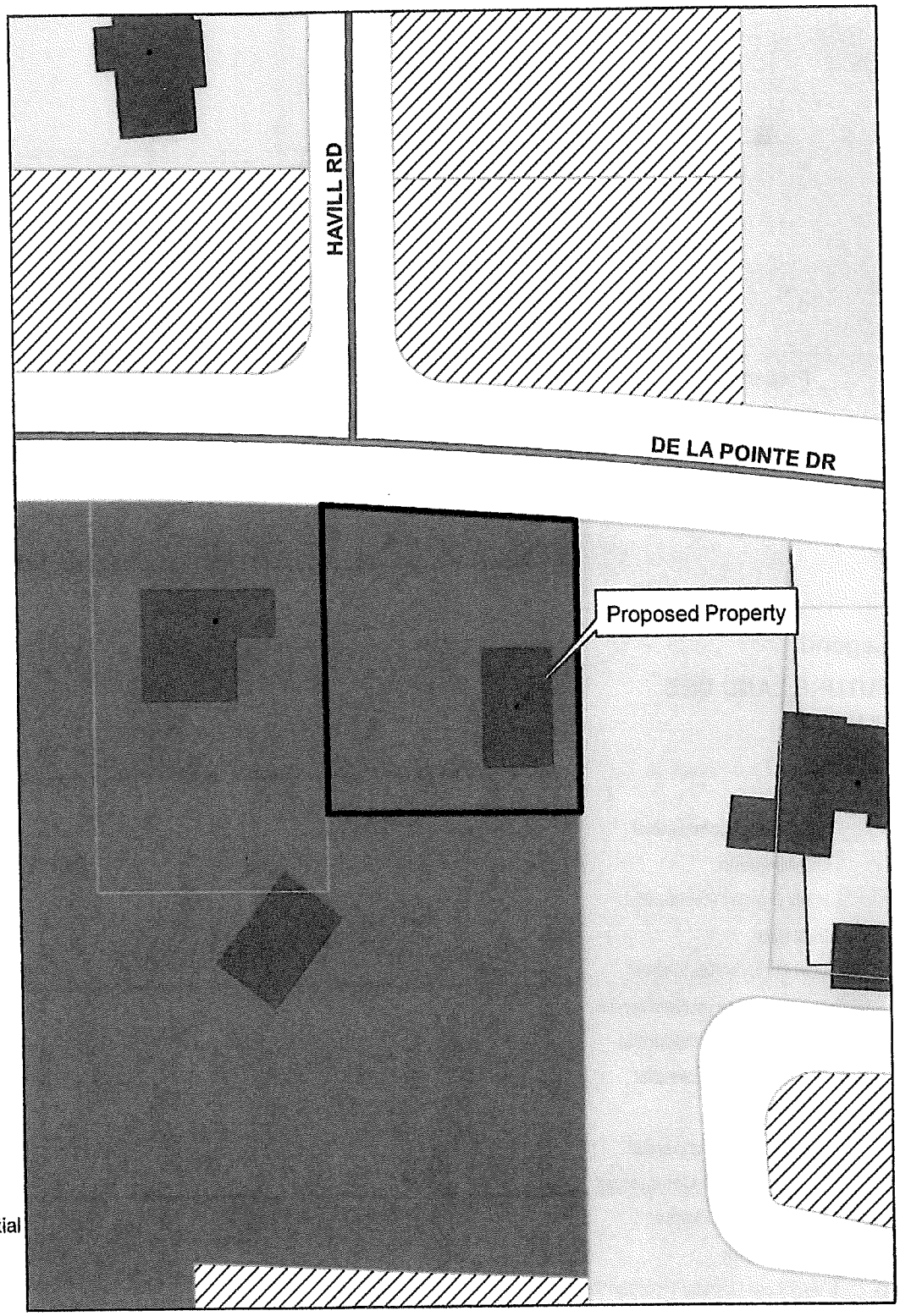
ZONECODE

- 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

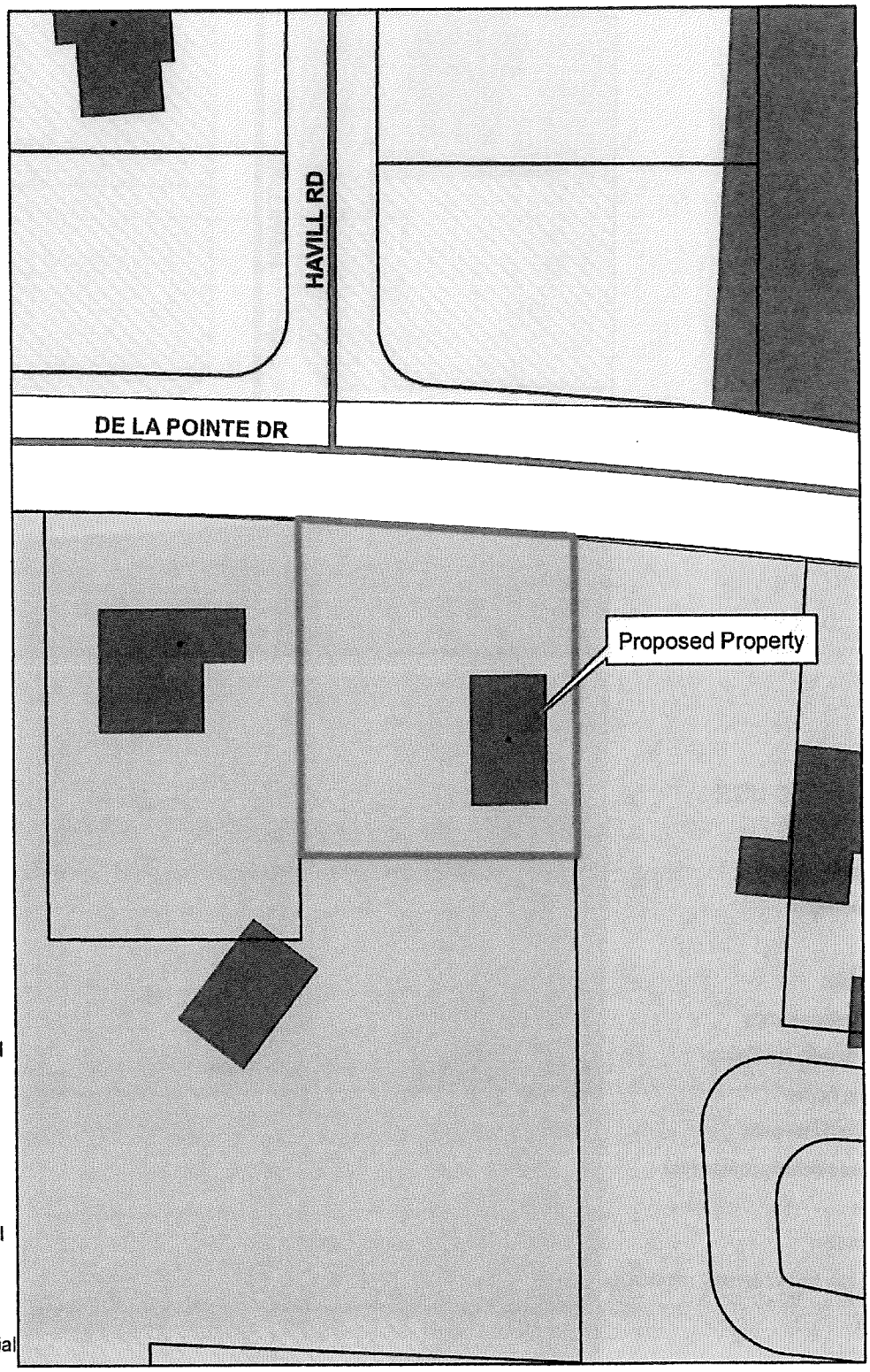
ELU_08

- 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

Councilman Gollott made a motion to approve the Conditional Use Permit, as presented, to allow a medical cannabis dispensary in a TCMU Town Center Mixed Use Zoning District at 3300 Ladnier Rd., Gautier, MS (GPC 23-03-CU), including those restrictions recommended by Planning Commission. The motion was seconded by Councilman George.

Councilman Anderson made a motion to amend the original motion to exclude Sundays from days of operation. Councilman Jackson seconded the motion, and the motion failed. Those in favor were Councilmen Colledge, Jackson, and Anderson. Those opposed were Councilmen George and Gollott, and Mayor Vaughan. Councilman Elbin abstained.

A vote was called by Mayor Vaughan on the original, unamended motion, and the motion passed. Those in favor were Councilmen Colledge, George, and Gollott, and Mayor Vaughan. Those opposed were Councilmen Anderson and Jackson, with Councilman Elbin abstaining.

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

ORDER NUMBER 205-2023

CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 23-03-CU
3300 Ladnier Road – C3 HIGHWAY COMMERCIAL ZONING DISTRICT
REGARDING PARCEL ID NO: #82436055.150

WHEREAS, an application for a Conditional Use-Major Permit to allow a Medical Cannabis Dispensary in a TCMU Town Center Mixed Use Zoning District was submitted by Donna Ryan dba Dolphin Dayz; and

WHEREAS, the parcel subject to this Permit is located at 3300 Ladnier Road, in Gautier, Mississippi; and

WHEREAS, after due public notice, Planning Commission, at its February 2, 2023 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended approval of the Conditional Use-Major Permit with the stipulation that operating hours are 10:00am to 8:00pm, and that the applicant adheres to the stipulations in her proposal, as submitted; and

WHEREAS, the City Council has considered testimony and exhibits presented by the applicant, the report of the City Staff, and all relevant evidence, in addition to the favorable recommendation from Planning Commission; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major Permit is consistent with the goals, objectives and policies of the City's Comprehensive Plan; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major is consistent with the character of the immediate vicinity of the proposed use; and

WHEREAS, the City Council hereby finds that all relevant criteria in the Unified Development Ordinance have been met to approve a Conditional Use-Major Permit; and

WHEREAS, the City Council hereby finds that the proposed use, classified as a Medical Cannabis Facility, is permitted as a Conditional Use-Major in a TCMU Town Center Mixed Use Zoning District.

IT IS THEREFORE ORDERED that the City Council accepts the recommendation of the Planning Commission and approves the above Conditional Use-Major Permit for a Medical Cannabis Dispensary in a TCMU Town Center Mixed Use Zoning District, with the stipulation that operating hours are 10:00am to 8:00pm, and that the applicant adheres to the stipulations in her proposal, as submitted.

IT IS FURTHER ORDERED that the City Clerk shall have this permit recorded in the public records of Jackson County, at the expense of the applicant, and provide the applicant a copy of the permit with the recording information affixed.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Babs Logan, Planning Technician
Date:	02/10/2023
Subject:	Consider a request for a Conditional Use-Major that would allow a Medical Cannabis Dispensary in a TCMU Town Center Mixed Use Zoning District. 3300 Ladnier Road, PID #82436055.150, (GPC #23-03-CU)

REQUEST:
The Planning Department has received a request from Donna Ryan dba Dolphin Dayz for a Conditional Use-Major that would allow a Medical Cannabis Dispensary in a TCMU Town Center Mixed Use Zoning District. 3300 Ladnier Road, PID #82436055.150 (GPC #23-03-CU) The application fee of $250 was paid on December 27, 2022. All public notice requirements have been met.

BACKGROUND:
The request property is zoned TCMU Town Center Mixed Use.
Location: 3300 Ladnier Road, PID #82436055.150 (See Exhibit A)
General features of the proposed project:Total Area: Approximately 0.63 Acres
Existing building on property
Existing Zoning – TCMU Town Center Mixed Use (See Exhibit B)
Existing Land Use – Doctor Office
Comprehensive Plan Future Land Use Designation – Town Center (See Exhibit D)

DISCUSSION:
The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.
Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?
Applicant Response: Yes
Staff Finding: Yes. Cannabis Dispensary, Medical is listed as a Conditional Use-Major in a TCMU Town Center Mixed Use District.
Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.
Applicant Response: The property is located by a vacant lot to the north, west and east of the property. It is located across the street from a funeral home. There are additional businesses south of the premises that include a bar, retail establishment and a storage facility. The structure will be modified to meet state and local regulations pertaining to a Cannabis Dispensary. There is adequate parking on site for this establishment.
Staff Finding: The proposed use is allowed in a TCMU zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.
Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.
Applicant Response: No. There will be no major exterior renovations or changes made to the property.
Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values or cause a detriment to the surrounding properties.
Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.
Applicant Response: No. The property is located on a 4 lane road to the west and a 2 lane cross street to the south. These roads are capable of handling the vehicular traffic. There is a sidewalk on the west side of property; although, anticipate little pedestrian traffic.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.
Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?
Applicant Response: Yes.
Staff Finding: The proposed use can be accommodated by existing public services and facilities.
Is the proposed use in harmony with the Comprehensive Plan? Explain how.
Applicant Response: Yes, future land use map is low impact commercial.
Staff Finding: The Comprehensive Plan calls out "Town Center" for future land use of this property.
Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.
Applicant Response: No.
Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental, or disturbing affect to present surrounding uses.
Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.
Applicant Response: Yes. The establishment will adhere to all local and state regulations.
Staff Finding: The proposed use will conform to all current district regulations.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.
The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.
2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION:

The Planning Commission recommends City Council approve the Conditional Use-Major with changes. The changes are that operating hours are 10:00 a.m. to 8:00 p.m., and that the applicant adheres to the stipulations in her proposal as submitted.
The City Council may:
Approve the Conditional Use-Major
Approve the Conditional Use-Major with changes; or
Deny the Conditional Use-Major.

ATTACHMENTS:

1. Excerpt GPC Meeting 2.2.23 (#23-03-CU)
2. Complete Packet 23-03-CU

Excerpt from February 2, 2023, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Conditional Use-Major that would allow a Medical Cannabis Dispensary in a TCMU Town Center Mixed Use Zoning District at 3300 Ladnier Road. PID #82436055.150, (GPC #23-03-CU)

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

BACKGROUND:

The request property is zoned TCMU Town Center Mixed Use.

1. Location: 3300 Ladnier Road, PID #82436055.150 (See Exhibit A)

2. General features of the proposed project:
   Total Area: Approximately 0.63 Acres
   Existing building on property

3. Existing Zoning – TCMU Town Center Mixed Use (See Exhibit B)

4. Existing Land Use – Doctor Office

5. Comprehensive Plan Future Land Use Designation – Town Center (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

   Applicant Response: Yes

   Staff Finding: Yes. Cannabis Dispensary, Medical is listed as a Conditional Use-Major in a TCMU Town Center Mixed Use District.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: The property is located by a vacant lot to the north, west and east of the property. It is located across the street from a funeral home. There are additional businesses south of the premises that include a bar, retail establishment and a storage facility. The structure will be modified to meet state and local regulations pertaining to a Cannabis Dispensary. There is adequate parking on site for this establishment.
Staff Finding: The proposed use is allowed in a TCMU zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

   Applicant Response: No. There will be no major exterior renovations or changes made to the property.

   Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values or cause a detriment to the surrounding properties.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

   Applicant Response: No. The property is located on a 4 lane road to the west and a 2 lane cross street to the south. These roads are capable of handling the vehicular traffic. There is a sidewalk on the west side of property; although, anticipate little pedestrian traffic.

   Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

   Applicant Response: Yes.

   Staff Finding: The proposed use can be accommodated by existing public services and facilities.

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant Response: Yes, future land use map is low impact commercial.

Staff Finding: The Comprehensive Plan calls out "Town Center" for future land use of this property.

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

   Applicant Response: No.

   Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental, or disturbing affect to present surrounding uses.

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

   Applicant Response: Yes. The establishment will adhere to all local and state regulations.

   Staff Finding: The proposed use will conform to all current district regulations.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

   The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

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 Conditional Use-Major
2. Recommend that City Council approve the Conditional Use-Major with changes; or
3. Recommend that City Council deny the Conditional Use-Major.

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

Chairman Jamison asked the applicant to present her case.

Donna Ryan, the applicant (dba Dolphin Dayz), stated that she wanted to open a Medical Cannabis Dispensary at 3300 Ladnier Road. She stated that she had provided the Planning Commission with the packet that was sent to the State with all the information regarding the proposed dispensary. She lives in the community and intends to have a legitimate, safe business.

Chairman Jamison asked if the building was still owned by Dr. Hoover.

Ms. Ryan said it was and that she had a contingent agreement to purchase the building. She would be using the main building for the dispensary.

Commissioner McManus asked how the City would be sure that what was presented would be followed.

Mr. Danos stated that the City would make sure that the business was State approved and licensed and then the State would be the one to make sure everything was in compliance.

Chairman Jamison asked about operating hours and security.

Ms. Ryan said they would be open from 10:00 a.m. until 8:00 p.m., seven days a week, and there would be security at all times on the premises. Security would be there from ½

hour before opening until ½ hour after closing. At night there would be cameras monitoring the facility.

Commissioner McManus asked if there was a reason they would be open until 8:00 p.m. because it seemed to be outside regular medical business hours.

Ms. Ryan said it was to accommodate those that work or those that might have to come to the Coast from out of town because their county had opted out of having the facilities. She stated that the State has no restrictions on the hours.

Commissioner McManus asked Mr. Danos if the City could put restrictions on hours of operation even though the State has said the dispensary could be open 24 hours a day. He answered that they could.

Commissioner Davis asked that although you would generally want to be consistent regarding operating hours of dispensaries wouldn't you need to consider each situation.

Mr. Danos said he agreed that generally you would want to be consistent but location, size, and surrounding areas could all impact what your restrictions are.

Chairman Jamison asked if they were going to do any modifications to the building.

Ms. Ryan said they would have to do some modifications to the interior because there must be security doors between the entrance and sales floor and then the back room. It is mandated by the State that you must have the secure doors. She doesn't foresee any major changes outside other than some upkeep renovations such as restriping the parking lot.

Commissioner Decoteau asked if there was any conflict with this facility and the growth facility that had been approved further down Ladnier Road. He also said that as he understood it, the different facilities had to be segregated buildings and that a growth house, processing center, and a dispensary couldn't be owned by the same people.

Ms. Ryan stated that all three different types of facilities could be in the same location.

Mr. Danos advised there were some ownership regulations with transportation and testing.

Commissioner Davis asked about the Conditional Use staying with the land and whether the Conditional Use could be revoked. He also asked about the use being bound by the things the applicant listed in the narrative.

Mr. Danos stated that the use is revokable to the extent that if they are not compliant with the restrictions placed on the use by the City the Conditional Use could be revoked. He also said that the Commission could make a motion that the use was bound by any non-state requirements listed in the narrative.

Chairman Jamison noted that Spanish Trail Baptist Church had signed a waiver for the facility to be less than 1000 feet but not closer than 500 feet of the church. She then asked

how many employees there would be, and if the employees had to have some type of certification to work at the dispensary.

Ms. Ryan said there would initially be at least six full time employees, a few part-time employees, and the security officers. The employees would have to be certified by the State and would also have to attend continuing education classes from time to time.

Commissioner Ward stated that he also had concerns about the operating hours and the dispensary being open seven days a week.

Mayor Casey Vaughan stated that we are progressing as a state and moving forward to compete with other states in a market that is new to the State of Mississippi. Although we have to be vigilant and cautious, we have to be competitive too.

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

ACTION TAKEN:

Commissioner McManus made a motion to recommend that City Council approve the Conditional Use-Major with changes. The changes are that operating hours are 10:00 a.m. to 8:00 p.m., and that the applicant adheres to the stipulations in her proposal as submitted.

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

AYES:	**Ricky Decoteau** **Kay C. Jamison** **DeAnna McManus** **Chris Hoover** **Josh Ward** **William Davis**
ABSENT:	**Paul Gainer**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

February 2, 2023

GPC #23-03-CU

Donna Ryan dba Dolphin Dayz

3300 Ladnier Road

VII. NEW BUSINESS

1. Consider a request for a Conditional Use-Major that would allow a Medical Cannabis Dispensary in a TCMU Town Center Mixed Use Zoning District. 3300 Ladnier Road, PID #82436055.150, (GPC #23-03-CU)

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: January 20, 2023

Subject: Consider a request for a Conditional Use-Major that would allow a Medical Cannabis Dispensary in a TCMU Town Center Mixed Use Zoning District. (GPC #23-03-CU)

REQUEST:

The Planning Department has received a request from Donna Ryan dba Dolphin Dayz for a Conditional Use-Major that would allow a Medical Cannabis Dispensary in a TCMU Town Center Mixed Use Zoning District. 3300 Ladnier Road, PID #82436055.150 (GPC #23-03-CU) The application fee of $250 was paid on December 27, 2022. All public notice requirements have been met.

BACKGROUND:

The request property is zoned TCMU Town Center Mixed Use.

1. Location: 3300 Ladnier Road, PID #82436055.150 (See Exhibit A)

2. General features of the proposed project:
   Total Area: Approximately 0.63 Acres
   Existing building on property

3. Existing Zoning – TCMU Town Center Mixed Use (See Exhibit B)

4. Existing Land Use – Doctor Office

5. Comprehensive Plan Future Land Use Designation – Town Center (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

   Applicant Response: Yes

   Staff Finding: Yes. Cannabis Dispensary, Medical is listed as a Conditional Use-Major in a TCMU Town Center Mixed Use District.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

   Applicant Response: The property is located by a vacant lot to the north, west and east of the property. It is located across the street from a funeral home. There are additional businesses south of the premises that include a bar, retail establishment and a storage facility. The structure will be modified to meet state and local regulations pertaining to a Cannabis Dispensary. There is adequate parking on site for this establishment.

   Staff Finding: The proposed use is allowed in a TCMU zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

   Applicant Response: No. There will be no major exterior renovations or changes made to the property.

   Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values or cause a detriment to the surrounding properties.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

   Applicant Response: No. The property is located on a 4 lane road to the west and a 2 lane cross street to the south. These roads are capable of handling the vehicular traffic. There is a sidewalk on the west side of property; although, anticipate little pedestrian traffic.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

   Applicant Response: Yes.

   Staff Finding: The proposed use can be accommodated by existing public services and facilities.

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

   Applicant Response: Yes, future land use map is low impact commercial.

   Staff Finding: The Comprehensive Plan calls out "Town Center" for future land use of this property.

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

   Applicant Response: No.

   Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental, or disturbing affect to present surrounding uses.

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

   Applicant Response: Yes. The establishment will adhere to all local and state regulations.

   Staff Finding: The proposed use will conform to all current district regulations.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right

but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

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 Conditional Use-Major
2. Recommend that City Council approve the Conditional Use-Major with changes; or
3. Recommend that City Council deny the Conditional Use-Major.

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

ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT

CONDITIONAL USE APPLICATION

Public Hearing Number

23 -03- CU

TO BE HEARD BY GAUTIER PLANNING COMMISSION:		FEE:
Conditional Use - Major	✓	$250.00
TO BE HEARD BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR:		**FEE:**
Conditional Use - Minor		$250.00

Name of Applicant: DONNA RYAN

Name of Business: DOLPHIN DAYZ Phone:

Property Address: 3300 LADNIER RD Mailing Address (if Different): 2016 Temple Rd, Gautier

E-Mail Address: dryan4238@gmail.com

Proposed Use Requiring Conditional Use: MEDICAL CANNABIS DISPENSARY in Town Center (Refer to Article V, UDO)

Proposed Location is: ☐ New Build ☐ Existing (with no modifications) ☒ Existing (with proposed modifications)

ATTACHMENTS REQUIRED AS APPLICABLE:

✓ 1. Answers to the Criteria for Approval (see attached).

✓ 2. Project Narrative (see attached).

✓ 4. Diagram of intended use (see attached).

N/A 4. Copy of protective covenants or deed restrictions, if any.

N/A 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 Economic Development/Planning Director and/or members of the Technical Review Committee.

✓ 7. **Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).**

Signature of Applicant(s): Donna Ryan Date of Application: 12/13/22

FOR OFFICE USE ONLY

Date Received 12-27-22 **Verify as Complete** EB/SA

Fee Amount Received 251.06 **Initials of Employee Receiving Application** BS

OWNERS CONSENT AND DESIGNATION OF AGENT – CONDITIONAL USE

I, Rick Hoover, the fee simple owner(s) of the following described property:

Address: 3300 Ladnier Rd.
Gautier, MS

Parcel ID No.: 82436055.150

hereby petition to the City of Gautier to *Grant a Conditional Use* Major *or Minor of* Medical Marijuana Dispensary (state proposed use from Article V of the Unified Development Ordinance) at the above reference property and affirm that Donna Ryan (name of agent) 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.

(Owner's Signature) (Owner's Signature)

Notary Information:

The foregoing instrument was acknowledged before me this 6th day of December 20 22 by Rick Hoover, who is personally known to me or has produced _____ as identification and who did take an oath.

Gloria Kimsey
(Printed Name of Notary Public)

Gloria Kimsey
(Signature of Notary Public)

Commission # 107307. My commission expires Nov 19 2025

(Notary's Seal)

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 107307 GLORIA KIMSEY Commission Expires Nov. 19, 2025 JACKSON COUNTY

82436055.150 HOOVER RICK D

PIDN: 82436055.150

GISP: 777.36-03-0113.00

Owner Information

Percent of Ownership: 100

Name: HOOVER RICK D

Name 2:

Mailing Address: 3300 LADNIER RD
GAUTIER MS
39553

Site Address: 3300 LADNIER RD GAUTIER

Land Information

Section: 36

Acreage: 0.63

Township: 7

Range: 7

Street Name LADNIER RD

Value and Tax Information

Total Assessed Value: 56292

Total Appraised Value: 375278

Improvement Value: 344578

Land Value: 30700

Tax Amount: 8094

SQ FT: 5045

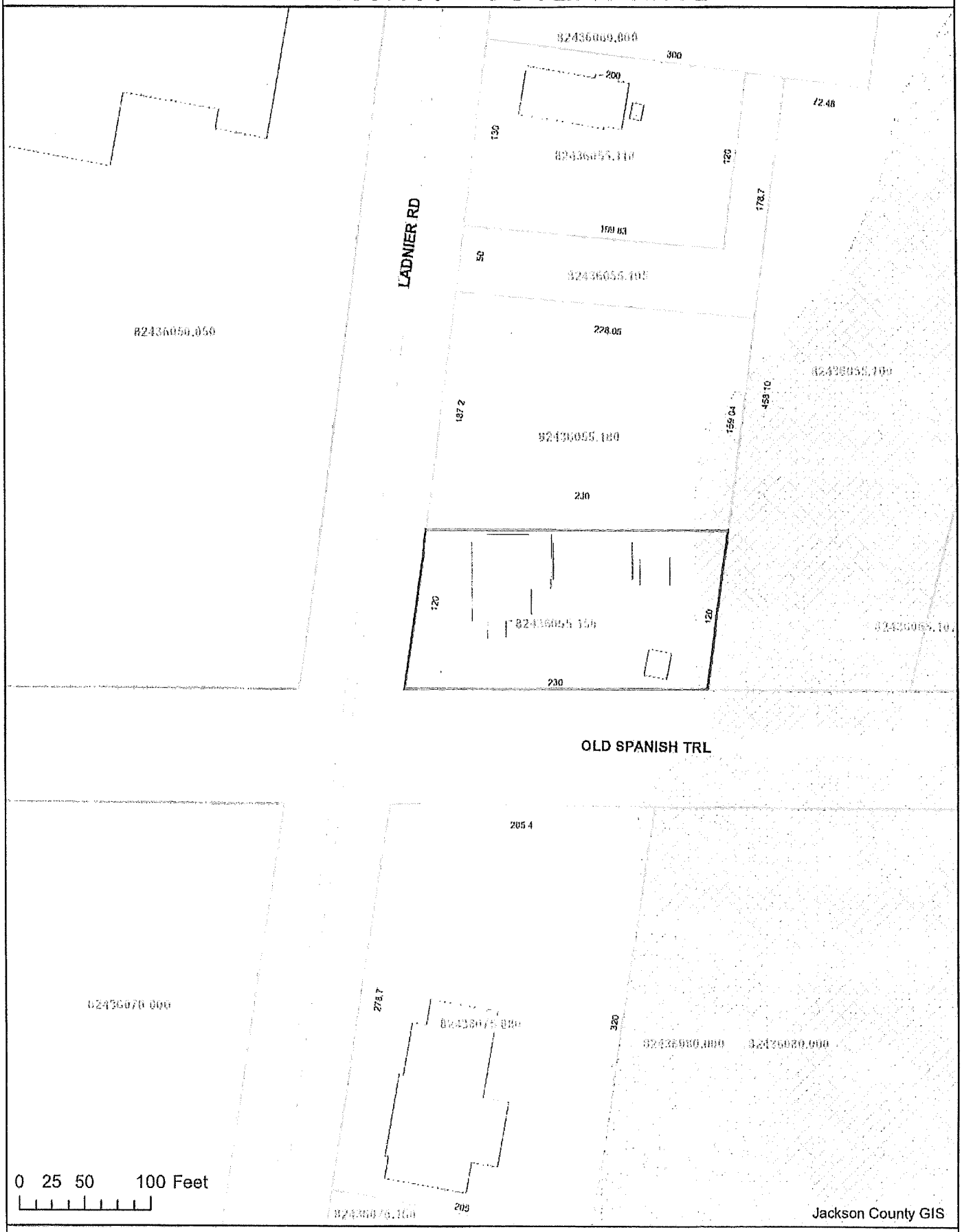
Year Built: 1981

Legal Description

Description: BEG NE INTERS LADNIER RD & OLD H
WY 90 N 7 DEG E 120' ELY 230' SL
Y 120' N 89 DEG W 230' TO POB DB
1215-165 (113 Map777.36-03) DB
1649-293

Deed Book / Page: 1649 / 293

82436055.150 HOOVER RICK D



(Revised 04/22)

RESET PRINT

APPLICATION FOR WAIVER OF MINIMUM DISTANCE REQUIREMENTS BY A SCHOOL, CHURCH, OR CHILD CARE FACILITY

The undersigned, Matthew Bentley, whose street address is 2400 Old Spanish Trail and having full knowledge of the distance limitations imposed by SB 2095 of 2022 MMCA, upon a Licensed Cannabis Dispensary, do hereby approve a waiver from the distance requirements necessary for the issuance of a Cannabis Dispensary License to DOLPHIN DAYZ (name of business) whose address is 3300 LADNIER RD. (street) GAUTIER (city) JACKSON (county)

I certify that I am vested with authority on behalf of Spanish Trail Baptist Church (name of school, church, or child care facility) to approve this waiver of the distance requirement as set forth in SB 2095 of 2022 MMCA. As such, I understand that if approved a dispensary may be located less than 1,000 feet but not closer than 500 feet from the nearest property boundary line of the school, church or child care facility on whose behalf I am authorized to act. I further understand that this waiver has no expiration date and will remain in effect for the duration of the Cannabis Dispensary License for which it is executed. I also understand this Approval for Waiver will be submitted by the dispensary business as part of its application to receive a Cannabis Dispensary License from the State.

SWORN TO AND SUBSCRIBED before me, this the 2nd day of December, 2022

Stephanie A. Blocker
NOTARY PUBLIC

Matthew J. Bentley

My commission expires:

STATE OF MISSISSIPPI
STEPHANIE A. BLOCKER
ID NO. 63113
Commission Expires
07/07/2025
NOTARY PUBLIC
JACKSON COUNTY

CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District? Yes

2. Please describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

The property is located by a vacant lot to the north, west and east of the property. It is located across the street from a funeral home. There are additional businesses south of the premises that include a bar, retail establishment and a storage facility. The structure will be modified to meet state and local regulations pertaining to a Cannabis Dispensary. There is adequate parking onsite for this establishment.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

No. There will be no major exterior renovations or changes made to the property.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

No. The property is located on a 4 lane road to the west and a 2 lane cross street to the south. These roads are capable of handling the vehicular traffic. There is a sidewalk on the west side of property; although, anticipate little pedestrian traffic.

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Yes

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Yes, future land use map is low impact commercial.

7. Does the proposed use pose a hazardous, detriment, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

No

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Yes. The establishment will adhere to all local and state regulations.

3300 LADNIER ROAD
SECTION 36, TOWNSHIP 7 SOUTH, RANGE 7 WEST
GAUTIER, MISSISSIPPI

PARCEL #82436055.150

REFERENCE:
SURVEY BY ERIC MENHENNETT, P.L.S.
DATED 8/02/00

SURVEY BY J FORTENBERRY, P.L.S.
DATED 12/17/85

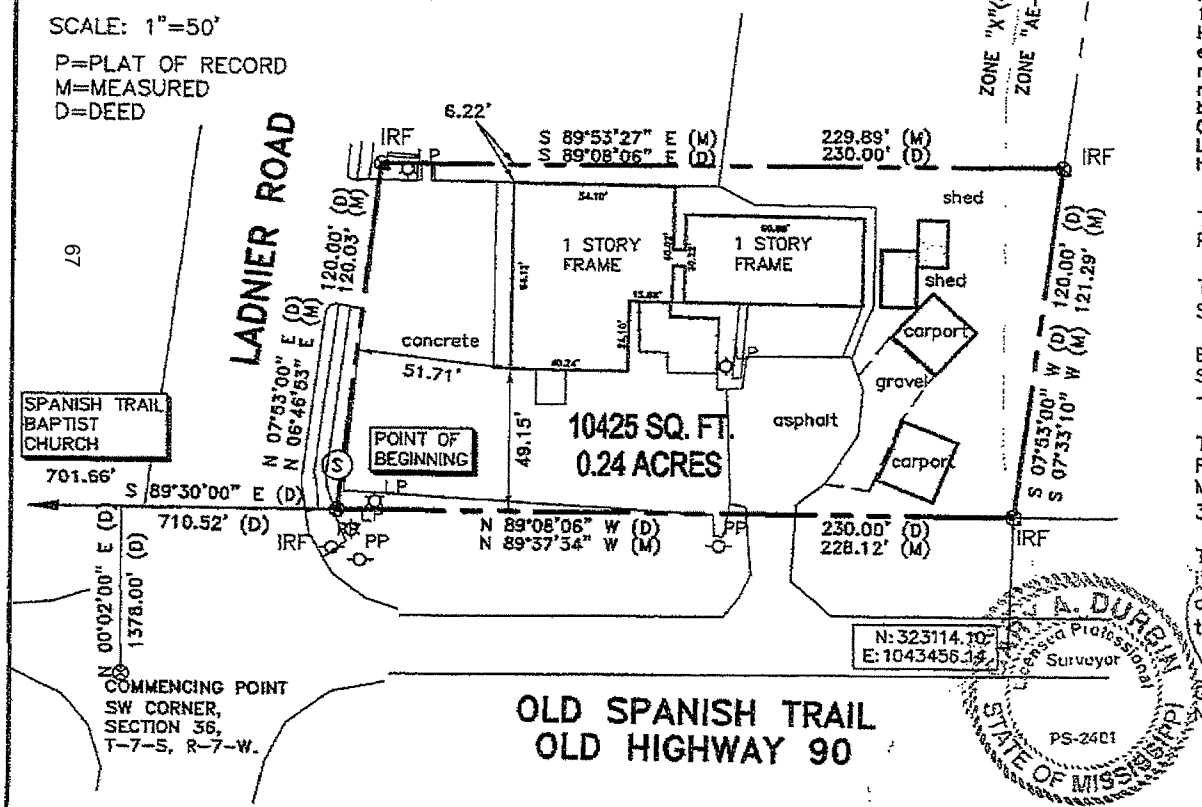
NOTE:

Per Medical Cannabis Dispensary distance requirements, Chapter 3 of the Medical Cannabis Law, Spanish Trail Baptist Church property, (2400 Old Spanish Trail) appears to be within 700 feet, in violation of the 1000 foot minimum, of the proposed Main Entry point of the proposed dispensary site.

IRF 1/2" IRON ROD FOUND
IPF 3/4" IRON PIPE FOUND
IRS 1/2" IRON ROD SET

SCALE: 1"=50'

P=PLAT OF RECORD
M=MEASURED
D=DEED



DEED BOOK 716, PAGE 271:
That certain piece or parcel of land situated in the north 1/2 of the SW 1/4 of Section 36, Township 7 South, Range 7 West, Jackson County, Mississippi and more particularly described as: Commencing at the SW corner of said Section 36, and run thence N00°-02'E 1378 feet; thence S89°-30'E 700.62 feet to the NE corner of the intersection of Old Highway 90 at Ladnier Road and the point of beginning; thence N07°-53'E 120 feet; thence easterly and parallel to the north right of way line of Old Highway 90 a distance of 240 feet; thence southerly and parallel to the east right of way line of Ladnier Road a distance of 120 feet to the north right of way of Old Highway 90; thence N89°-36'W along the north right of way of Old Highway 90 a distance of 240 feet to the point of beginning. Subject to that certain easement held by Southern Bell Telephone Company recorded in Deed Book 421, Page 266, of the Jackson County Land Deed Records, and that certain easement granted by the grantor herein to Jackson County, Mississippi, for the widening of Ladnier Road.

This survey does not reflect a title search by Gary A. Durbin, P.L.S., nor should it be considered as such.

This is a Class "B" survey per "The Standards of Practice for Land Surveying in the State of Mississippi".

Bearings based on GPS Observation of the north margin of Old Spanish Trail, NAD 83, MS East Zone, convergence angle -0.130449, scale factor 0.999960.

This property is situated in Zones "X"(0.2%) and "AE-15" per FEMA Flood Insurance Rate Map, City of Gautier, Jackson County, Mississippi, Community Panel Number 28059C-0319-G, Revised: 3/16/09.

This is to CERTIFY that this plat or map and the survey on which it is based were made in accordance with "The Standards of Practice for Land Surveying in the State of Mississippi".

JOB 20943

Gary A. Durbin, P.L.S. 2401
November 28, 2022

GARY A. DURBIN, P.L.S.
PROFESSIONAL LAND SURVEYOR
13048 RIVERWALK CIRCLE, DIBERVILLE, MS. 39540
PH. (228) 365-3632 Teelokgd@aol.com

City of Gautier, MS Conditional Use Diagram - Dolphin Dayz LLC

Request: Provide a diagram of the project site. In cases where certain requirements are triggered by aspects of the interior of the building, the interior building layout will need to be provided also. Include the location of property lines, buildings, parking spaces, outdoor storage areas, outdoor seating areas, signage, landscape areas, driveways, loading/unloading areas, limits of paving, exterior elevations (if changes are proposed), and entrance/exit locations. Include the whole site. Use the space below or provide separate drawings. Staff will provide guidance as needed on additional information needed on the diagram.

Response: As an applicant for a conditional use permit in Gautier, MS to conduct operations as a medical cannabis dispensary, licensed by the State of Mississippi Dept. of Revenue; Dolphin Dayz LLC has provided a complete Conditional Use Project Diagram per the City's standards. The LLC's proposed location is **3300 Ladnier Rd, Gautier, MS 39553.** Below, see a table of contents pertaining to the Diagram's structure.

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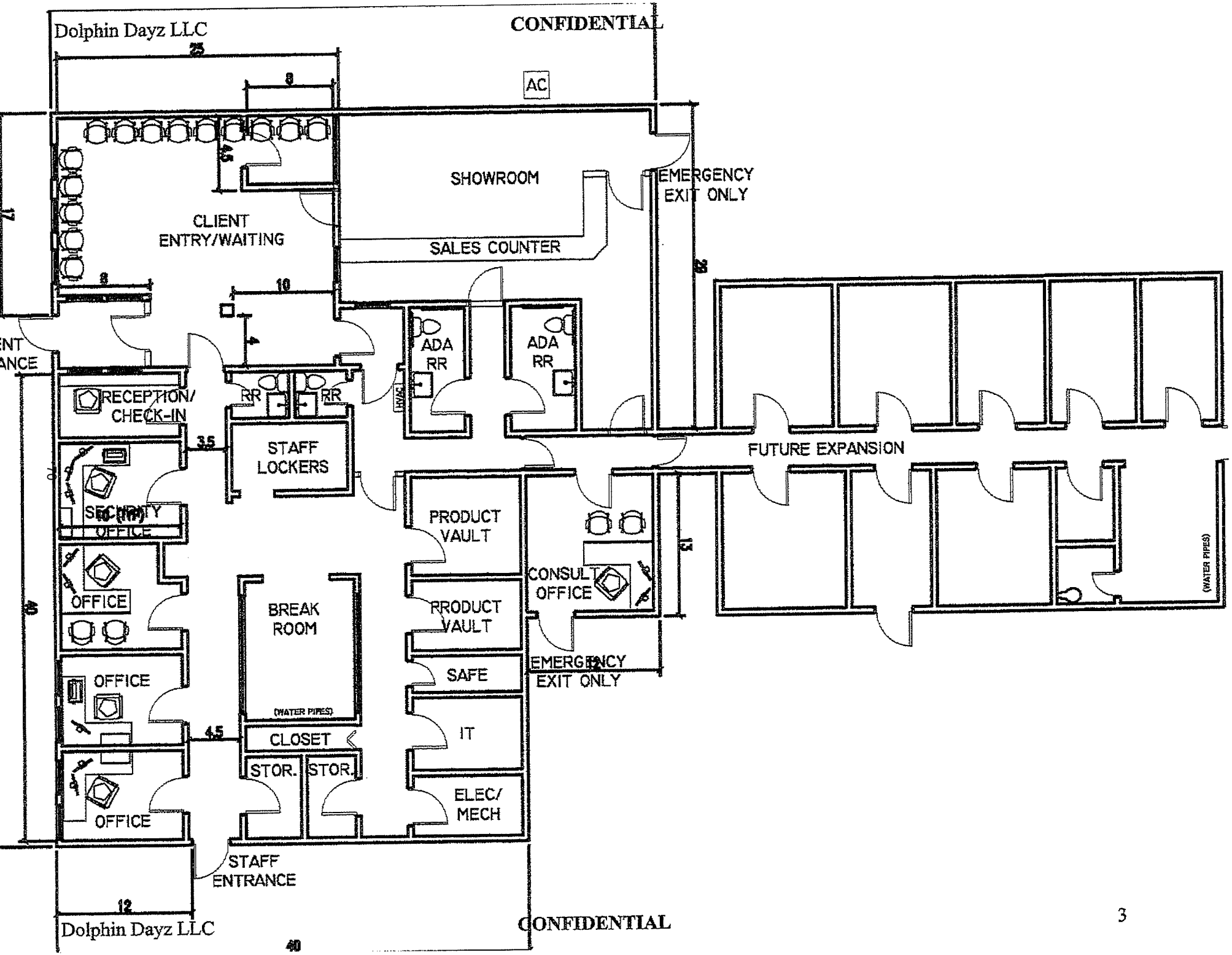
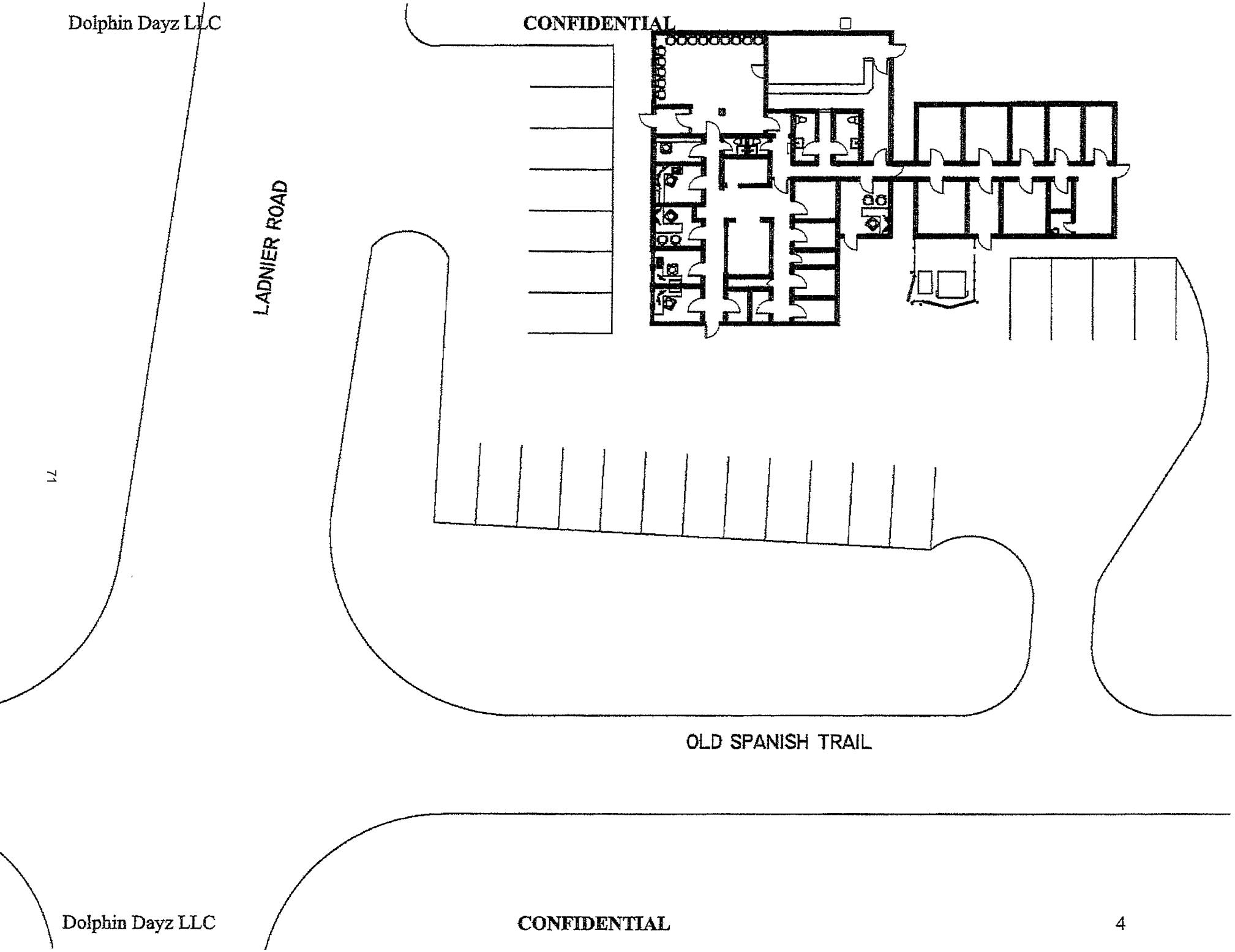
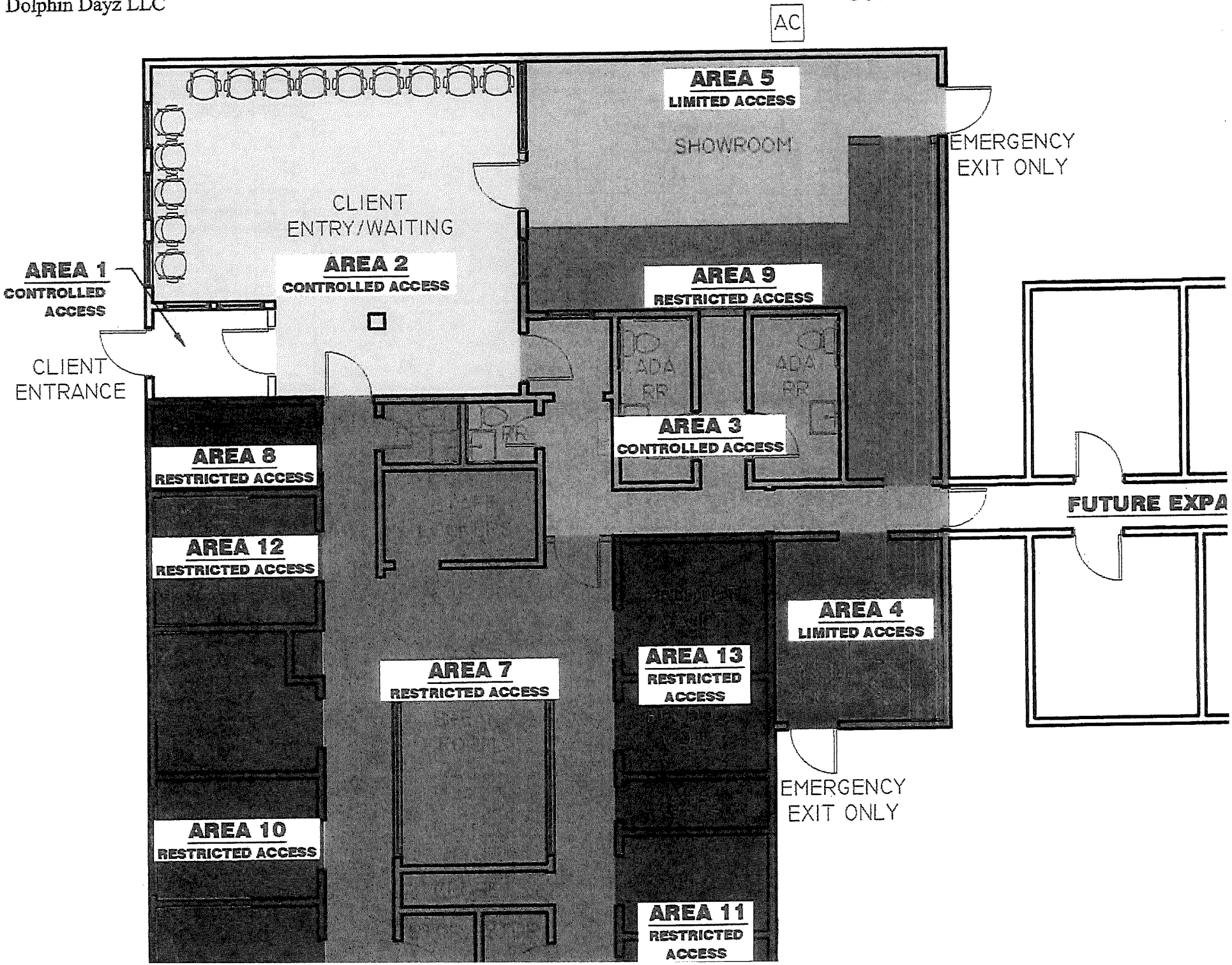
Page #3: Current floor plan for 3300 Ladnier Rd, Gautier, MS 39553
Page #4: Lot layout for 3300 Ladnier Rd, Gautier, MS 39553
Page #5: Proposed floor plan and security diagram for 3300 Ladnier Rd, Gautier, MS 39553
Page #6: Site survey for 3300 Ladnier Rd, Gautier, MS 39553
Page #7-21: Fire safety plan and diagrams for 3300 Ladnier Rd,Gautier, MS 39553

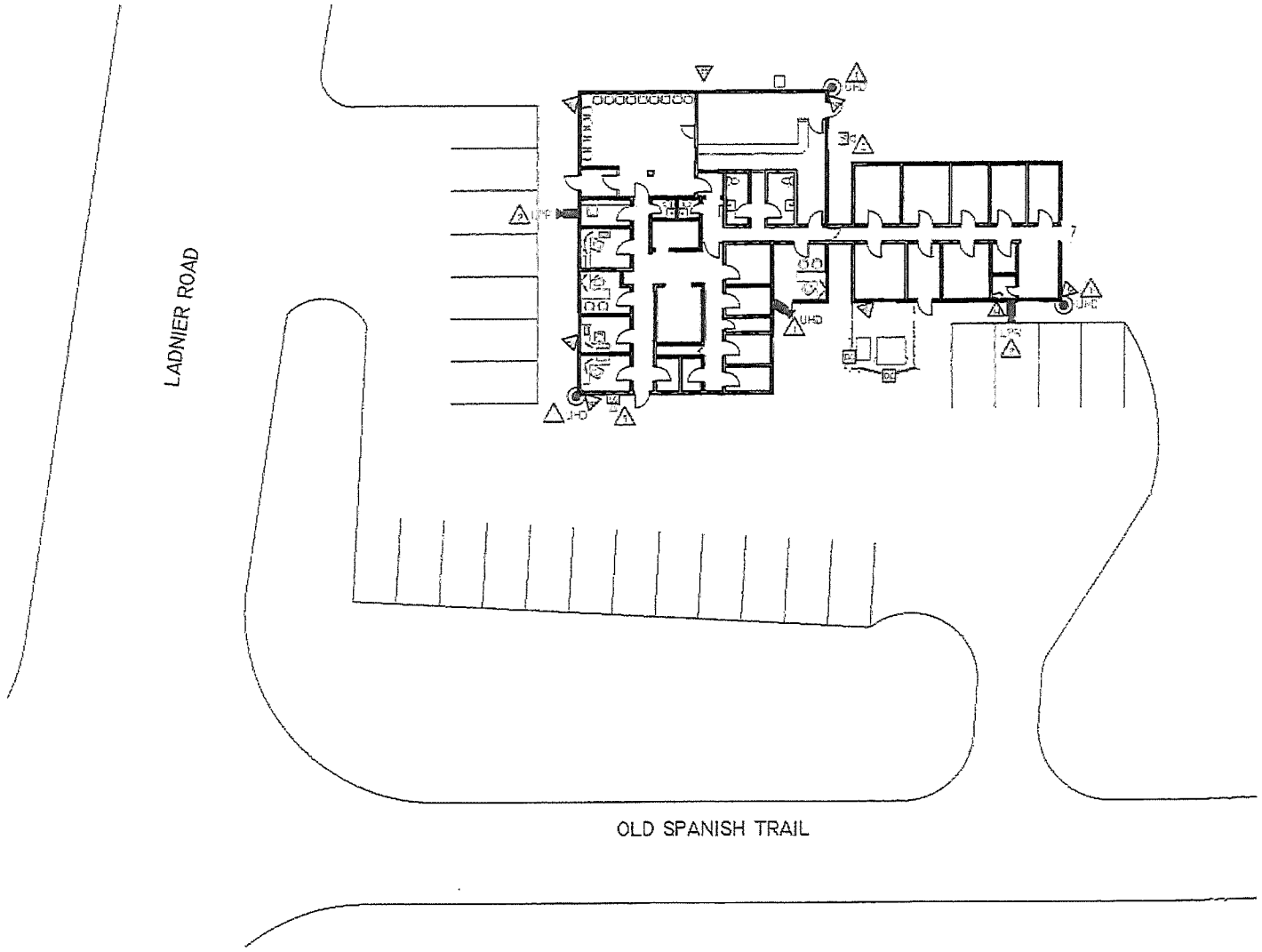

25
8
AC
SHOWROOM
EMERGENCY EXIT ONLY
CLIENT ENTRY/WAITING
SALES COUNTER
17
4.5
9
10
4
29
ADA RR
ADA RR
HVAC
RECEPTION/ CHECK-IN
RR
RR
3.5
STAFF LOCKERS
FUTURE EXPANSION
SECURITY OFFICE
PRODUCT VAULT
CONSULT OFFICE
13
OFFICE
BREAK ROOM
PRODUCT VAULT
(WATER PIPES)
40
EMERGENCY EXIT ONLY
12
SAFE
OFFICE
(WATER PIPES)
4.5
CLOSET
IT
STOR.
STOR.
ELEC/ MECH
OFFICE
STAFF ENTRANCE
12
40


LADNIER ROAD
OLD SPANISH TRAIL


AC
AREA 5
LIMITED ACCESS
SHOWROOM
EMERGENCY
EXIT ONLY
CLIENT
ENTRY/WAITING
AREA 2
CONTROLLED ACCESS
AREA 1
CONTROLLED
ACCESS
CLIENT
ENTRANCE
AREA 9
RESTRICTED ACCESS
ADA
RR
ADA
RR
AREA 3
CONTROLLED ACCESS
RR
AREA 8
RESTRICTED ACCESS
AREA 12
RESTRICTED ACCESS
FUTURE EXPA
AREA 4
LIMITED ACCESS
AREA 7
RESTRICTED ACCESS
AREA 13
RESTRICTED
ACCESS
EMERGENCY
EXIT ONLY
AREA 10
RESTRICTED ACCESS
AREA 11
RESTRICTED
ACCESS

DEVICE LEGEND

SYMBOL	DESCRIPTION
	STANDARD ACCESS CONTROL PROXIMITY CARD READER
	STANDARD ACCESS CONTROL PROXIMITY CARD READER WITH PIN PAD
	ACCESS CONTROL BIOMETRIC ENROLLMENT READER WITH PROXIMITY CARD
BACP	BURGLAR ALARM CONTROL PANEL
KP	KEYPAD FOR ALARM SYSTEM
	INTRUSION MOTION DETECTOR
	INTRUSION DOOR CONTACT
	INTRUSION PANIC BUTTON
	TEMPERATURE SENSOR
	GLASS BREAK SENSOR
	INTERCOM SPEAKER AND/OR LOUDSPEAKER
	INTERCOM DOOR STATION
	INTERCOM MASTER STATION WITH DOOR RELEASE BUTTON
NVSR	SERVER CLUSTER, NETWORK VIDEO RECORDER, VIDEO STORAGE (MIN 60 DAYS)
	UNINTERRUPTIBLE POWER SUPPLY W/BATTERY BACKUP (MIN 1 HOUR)
M	LOCAL VIDEO MONITORING STATION (MONITORS 19" OR LARGER)
	VIDEO STILL/IMAGE PRINTER
LPR	LICENSE PLATE CAPTURE CAMERA (LPR), LOW LIGHT, MIN 1080P RES
UHD	360 DEGREE IP POE PANORAMIC CAMERA, OUTDOOR, LOW LIGHT, MIN 1080P RES
	360 DEGREE IP POE PANORAMIC CAMERA INDOOR, LOW LIGHT, MIN 1080P RES
UHD	180 DEGREE IP POE PANORAMIC CAMERA, OUTDOOR, LOW LIGHT, MIN 1080P RES
	180 DEGREE IP POE PANORAMIC CAMERA, INDOOR, LOW LIGHT, MIN 1080P RES
UHD	ULTRA HIGH DEFINITION IP POE CAMERA, LOW LIGHT, MIN 1080P RESOLUTION
	IP POE CAMERA, INDOOR CEILING OR WALL MOUNT, LOW LIGHT, MIN 1080P RES
	EXTERIOR SECURITY LIGHTS, ALWAYS LIT DURING NIGHT TIME



SITE SECURITY LAYOUT

KEYNOTES:

1. ULTRA-HIGH RESOLUTION CAMERA, PROVIDING FULL COVERAGE OF THE PARKING LOT, ROADS, & SURROUNDING AREAS
2. SPECIAL APPLICATION SURVEILLANCE CAMERA TO CAPTURE LICENSE PLATES OF VEHICLES ENTERING AND EXITING THE PREMISES
3. SPEAKERS FOR REMOTE TALK-DOWN IN CASE OF AFTER-HOURS LOITERING, INTRUDERS ATTEMPTING BREAK-IN OR OTHER SUSPICIOUS ACTIVITY

GENERAL NOTES:

1. ALL DOORS WITH CARD READERS (INCLUDING PINPAD READERS) TO HAVE ELECTRIC STRIKES INSTALLED BY DOOR HARDWARE VENDOR
2. ALL CAMERAS TO HAVE A MINIMUM RESOLUTION OF 1080 PIXELS, CAPABLE OF RECORDING IN LOW-LIGHT CONDITIONS RECORDING CONTINUOUSLY 24 HOURS/DAY AND AT A MINIMUM OF 20 FRAMES/SECOND.
3. ALL VIDEO MUST BE STORED FOR A MINIMUM OF 60 DAYS.
4. ALL SYSTEMS (ACCESS CONTROL, SURVEILLANCE, INTRUSION) MUST HAVE A BATTERY BACKUP TO SUPPORT MINIMUM 1 HOUR IN THE EVENT OF A POWER OUTAGE

#	DATE	DESCRIPTION	DRAWN BY	APPROVED BY	CLIENT
1	07/16/2020	ISSUED FOR APPROVAL	VS	PM	

SITE PLAN

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ETG SYSTEMS
HIGH VALUE ASSET PROTECTION
www.etgsystems.com

DISPENSARY
3500 LADNIER ROAD
GAUTIER, MISSISSIPPI 39553

SCALE	PROJECT NUMBER	SHEET	DWG.
AS SHOWN	SCMS-3500LAD	2 of 3	SS-02

SYSTEMS : ACCESS CONTROL, INTRUSION DETECTION, SURVEILLANCE

DOLPHIN DAYZ

FIRE AND LIFE SAFETY REPORT AND PLAN

2022

FIRE AND LIFE SAFETY PLAN

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I. INTRODUCTION

This report is prepared at the request of Dolphin Dayz, which is proposing to open a cannabis retail operation in Gautier, Mississippi. As part of the permitting process, a detailed safety report and plan (Report) is required to be prepared by a fire and safety professional with expertise in the issues involved in the proposed operations. This Report is required to review the fire protection and related systems that are, or are proposed to be, present in the building/facility where the operations will be conducted and to assess the adequacy of building safety features as they relate to the proposed operations. It is also required to address issues related to the proposed use of hazardous materials and other health and safety concerns related to both employees and the public. This Report will address the safety and health concerns related to the proposed operation and activities that are planned to be conducted within the facility.

The Report was prepared by Paul Gantt and his team. Dr. Gantt is the President and Founder of Safety Compliance Management, Inc. (SCM), a safety and health consultation firm headquartered in San Ramon, California. Prior to founding SCM, he served in four fire departments. Dr. Gantt is a Safety Engineer with a Doctorate degree in Human Services and is a Board-Certified Safety Professional (CSP). He is also certified by the Office of the California State Fire Marshal as a Certified Fire Officer, Certified Fire Prevention Officer, Certified Public Education Officer, Certified Fire Training Officer, and is certified to teach many of these disciplines for the Office of the State Fire Marshal. Additionally, he is a qualified Expert Witness and has testified in deposition and court on matters of the International Fire Code, premises liability, and occupational safety matters. A copy of his CV is in Appendix A of this report.

In preparing the Report, Dr. Gantt and his team consulted with the business owners and operators, reviewed the building plans and related documents relative to the building, and information on the specific activities that take will place within the building. This information was used as the basis for this evaluation and report, and also to identify the various safety programs that are recommended to be implemented.

The codes relied upon in the formation of this report include the 2018 edition of the International Building Code (IBC), the 2018 edition of the International Fire Code (IFC), applicable OSHA regulations found in Code of Federal Regulations (CFR), and the respective local amendments. From this review, the Report also contains plans and programs that will be required to ensure the safety of employees and the public.

II. BUILDING DESCRIPTION

The proposed facility that is the subject of this analysis and report is an existing building located at 3300 Ladnier Rd, Gautier, Mississippi. The building is one story. Most of the space will be used for retail operations with the remaining space used for business management operations, a reception area, and a storage vault. It is planned to undergo some remodeling to facilitate the proposed operations. The diagram and site map of the proposed facility are found in Appendix B.

Dolphin Dayz LLC CONFIDENTIAL 9

Because the project is currently in the proposal state and being reviewed by the planning department and other local departments, some of the specific building features have not been identified and no final building plans have been completed. Once the project is approved, the building will be subject to significant review by the various agencies including, but not limited to, the fire and building departments. This will provide an extensive evaluation of all aspects of the building to ensure compliance with applicable code requirements including those related to building setbacks, overall building design and size, exiting from the building, ADA compliance, portable fire extinguisher types and placement, building alarms and detection systems, the need for additional fire protection systems if required, parking, and signage. This extensive review will help ensure that all necessary and required safeguards relative to fire safety are in place.

III. SUMMARY OF OPERATIONS AND HAZARDS

All areas of this facility will involve operations that are classified as standard, or traditional, building uses, and are covered by various sections of the current versions of the IBC and the IFC. These codes classify buildings, or portions thereof, into Groups and Divisions based on the type of use of the building and any hazards created by that use. For each area, safety and health assessment information is provided to ensure the ongoing safety of employees, the public, and the facility. The proposed maximum occupant load in each area of the building will be reviewed for compliances with the requirements of the IBC. Appropriate numbers of exits from the building will be present and adequate. Following is a summary of the proposed occupancy types and groups for each of the areas and operations within the facility.

A. Office and Support Operation Areas

A portion of the building is planned to be used for the business and support operations associated with the primary retail operations. This area of the building would be classified by the IBC as Business, Group B, occupancy. In the final approval process that will be conducted by the city, the number and location of exits, ADA compliance, signage requirements, and the inclusion of other fire protection and life safety features will be evaluated and approved prior to the facility becoming operational.

B. Storage Area

Some areas of the building will be used for the receiving and storage of cannabis products awaiting sale. These areas of the building will be classified as a Moderate Hazard Storage, Group S-1, by the IBC. The storage areas will have high security with limited and restricted access. Operations that occur within these areas will be done using standard storage equipment with minimal hazards associated with their use. There is no expected storage of hazardous materials within the storage areas or in any other areas of the facility.

The materials stored in these areas will be on shelves that are less than six feet in height allowing for manual handling of the boxes and containers holding the packages awaiting sale. These pre-packaged materials will be consumer-sized packages that are similar to those found in other retail establishments such as commercial pharmacies. The packaging is mostly composed of cardboard and clear plastic sleeves and will conform to the State

of Mississippi regulations.

C. Retail Operation Area

The retail operation, housed on the first floor, is proposed to be open and accessible to the public. This area is expected to be similar in layout, design, and operation as a traditional retail establishment. It will have the required configuration to allow adequate aisles and exiting and would be classified as a Group M, Mercantile, occupancy. The layout, design, exit plans, and other elements of the fire safety requirements will undergo standard code review processes by the various agencies once the final plans have been developed.

In the retail area, standard health protocols will apply as required by the local county public health agency.

IV. HAZARDOUS MATERIALS SAFETY AND COMPLIANCE

Given the nature of the operations that will be conducted at the facility, the use of hazardous materials will be negligible and hazardous waste will not be generated. Materials that will be present, such as cleaning supplies, will be stored and handled in accordance with applicable requirements of the IFC and OSHA regulations. These will be all standard consumer use products.

V. EMERGENCY ACTIONS

A. Fire and Life Safety Coordinator

Dolphin Dayz will designate a Fire and Life Safety Coordinator for the organization.

The Fire and Life Safety Coordinator will direct the day-to-day prevention and safety activities, and is responsible for the following:

- Ensuring that all aisles and exits are properly maintained.
- The regular inspection and maintenance of all emergency lighting, alarm, detection and suppression equipment according to manufacturer's specifications.
- Assigning someone to take roll call at the assembly area following a site evacuation to ensure the safety of all employees.

The Fire and Life Safety Coordinator will be familiar with:

- Major workplace hazards.
- Requirements to maintain aisles and exits.
- Proper handling and storage practices of potential flammable and combustible materials, and ignition sources.
- Dolphin Dayz' Emergency Action Plan.
- Laws and local codes relating to fire prevention.
- All fire protection equipment.

The Fire and Life Safety Coordinator is responsible to ensure all employees are trained on fire prevention housekeeping procedures and the parts of this plan that apply to them.

B. Reporting A Fire

In the event of a fire, visible smoke, or the smell of smoke, employees must leave the area of the fire immediately. When customers are in the retail area, the employees will assist them to the exit(s) and out of the building. They will assist those in danger if it is safe to do so, directing them out of the building to a safe location. This should only be attempted if it does not endanger other lives.

Immediately report any size fire to the fire department.

C. Reporting an Emergency

Call 9-1-1.

For any emergency, whether at work or home, employees should be prepared to provide the emergency operator with the following information:

- Type of emergency.
- Scope of emergency (number of people involved, size of the problem).
- Location of the emergency (be as specific as possible).
- Caller's name and phone number.
- Any other details emergency response personnel should be aware of.

Stay on the line until the emergency operators indicate they have all the necessary information. Let the emergency operators be the first to hang up.

D. OSHA Reporting Requirements

In the event of a serious occupational injury or illness, or the death of an employee because of an occupational condition or incident, it is required that OSHA be notified of the occurrence by telephone immediately, no more than 24 hours after the incident. The only exception would be when the person making the report can demonstrate that exigent circumstances existed, and that, even with diligent inquiry, the information for the report was not available in the required time frame.

The OSHA reporting number is 800-321-6742. The following information must be reported:

- Date and time of the incident.
- Employer's name, address, and telephone number.
- Name and job title of the person making the report.
- Address of the site of the accident or event.
- Names of the injured/ill employee, the person making the report, and the employer.
- Nature of the injury/illness.
- Location to where the injured employee(s) was (were) moved.
- List and identify of other law enforcement agencies present at the site of the accident.
- A description of the accident and whether the accident scene had been altered.

A serious injury or illness is defined as when any of the following occur:

- A fatality.
- An employee suffers an amputation or loss of an eye.
- An employee is hospitalized other than immediate treatment in an emergency department.

E. Emergency Evacuation

During new employee orientation, employees are informed of the procedures for emergency evacuations, including their responsibility to become familiar with evacuation routes, and to always preplan a secondary route should the primary route be blocked.

Should it become necessary to evacuate, the order will be given by the fire alarm system or verbally. At that time, everyone leaves by the nearest emergency exit following established evacuation routes (Appendix B). Only designated evacuation routes and exits should be used.

During the evacuation, all employees, visitors, and customers who might be at the site are to follow these general safety considerations listed:

- When instructed to, leave the area immediately. Only take items that are within immediate reach; nothing is worth the chance of being trapped inside. No one is to remain inside.
- Personnel will need to assist other employees and customers that may be in the facility; help those who might not know Dolphin Dayz' evacuation procedures or require assistance.
- The Fire and Life Safety Coordinator or designee will be positioned at an exit to ensure everyone continues to move to the outside and the exit routes remain open.
- All employees must report to the Fire and Life Safety Coordinator or designee at the designated evacuation assembly area.
- Roll call will be taken at the designated evacuation assembly site. The Fire and Life Safety Coordinator or designee will then notify the person in charge whether all have safely exited the site.
- Once employees and/or customers arrive in an evacuation assembly area, they should not leave it until told to do so by the person in charge.
- Employees are not to block access routes for emergency vehicles at the assembly area. Avoid interference with emergency personnel.

At Dolphin Dayz there is an emergency evacuation assembly area. It is located at the southeast corner of the parking lot. (Appendix B)

F. ADA Compliant Evacuation Procedures

- Posted signage for exiting should have Braille instructions for persons with visual impairments.
- Signage for emergency exiting and instructions should be in colors easily recognizable by persons with color blindness.
- Evacuation familiarization tours will be provided for any employee with a visual impairment upon request.

In addition to loud alarms to announce emergency evacuations, strobe lighting may be used to signal those with hearing impairments.

- Employees may be assigned to assist those with hearing impairments, including customers, to ensure they are alerted to any emergency instructions.
- Employees with hearing impairments may receive instructions by texts or emails.

Employees or customers with mobility impairments will be assisted to the evacuation assembly area.

G. Earthquakes

Employee Responsibilities:

- Prepare by planning where they would go before an earthquake occurs.
- Make preparation for family and home. All of the information in this plan can be used at home.

During the earthquake drop, cover and hold.

- Everyone can be protected by sheltering under a sturdy desk or table, or against an interior wall or corner.
- If it is not possible to get under sturdy furniture, then crouch next to a partition to deflect falling objects and provide some protection.
- If outside, move to open ground away from buildings. Do not run to avoid being thrown to the ground.
- Stay clear of potential hazard areas including around objects that could fall or break.

Actions to take after the earthquake:

- Calmly listen for any instructions being given; the Fire and Life Safety Coordinator will assess the extent of damage and provide instructions as soon as possible.
- Evacuate the building <u>only if it is safe to do so</u> after the shaking stops.
  - Proceed in a calm and safe manner to the nearest safe exit.
  - Walk carefully. Items might not be in their normal place, blocking an exit-way.
  - Once outside, report to the designated evacuation assembly site.
  - Supervisors will account for employees to ensure that all personnel have been evacuated in the same manner as in any other emergency.
  - Once employees have been accounted for and a report made, a plan to locate any missing persons can be developed at the Command Post that will be established. Do not re-enter the building until instructed to do so.
- All able-bodied employees should be prepared to assist as indicated by the situation.
- Employees may assist with first aid to the level of their training and with other tasks vital to the smooth operation of a disaster scene, as long as their safety is not endangered.

Prepare for aftershocks following any serious quake.

- Employees are expected to remain clear of any weakened structures.

H. Medical Emergencies

In the event of a serious medical emergency, the first step is to report the emergency by calling 9-1-1 from a cell phone. While waiting for help to arrive, provide appropriate First Aid according to your level of training.

Any Dolphin Dayz personnel who are currently trained in CPR and/or first aid, including the use of an AED, should give aid according to their level of training. It is important that employees not go beyond his/her level of training to prevent doing further harm to the injured individual.

Notify the Fire and Life Safety Coordinator immediately in the event of any injury or on-the-job illness.

I. Violence

Robbery: Dolphin Dayz employees are encouraged to comply with instructions received from any person attempting to commit a robbery or other criminal act on Dolphin Dayz property. The first consideration should always be survival and self-safety. After the criminal act, provide medical assistance for anyone that may require it and immediately contact local law enforcement. It is expected that a more detailed security plan will also be developed for dealing with these issues.

When law enforcement arrives:

- Listen. Calmly follow instructions.
- Put down anything in your hands. Put your cell phone in a pocket.
- Raise your hands, fingers spread. Keep your hands visible at all times.
- Avoid quick movements towards the officers. Don't hang onto them.
- Avoid pointing, screaming or yelling.
- Exit when told to do so. Do not stop to talk with or ask directions from the officers.

More detailed information will be available in the site Security Plan.

VI. FIRE PREVENTION

A. Housekeeping Procedures

- Fire doors shall be kept closed at all times unless provided with alarm actuated, self-closing hardware.
- Maintain a minimum of three feet clearance around/ in front of all electrical panels.
- Extension cords shall not be used in place of fixed wiring and shall only be used for temporary purposes.
- Multi-plug adapters shall not be used unless provided as part of a listed and fused power strip. They must be plugged directly into an approved receptacle.
- Electrical cords shall not be placed under carpets or through doorways.
- Any fire protection equipment including fire extinguishers, shall not be blocked.
- All work areas will be kept free of excess accumulations of waste.

- Smoking will only be allowed in designated areas. Whenever smoking materials are discarded, they should be placed in appropriate, designated containers.

B. Potential Fire Hazards

- Minimal amounts of hazardous products will be kept on site for cleaning purposes only.

C. Suppression Systems

Fire Extinguishers:

- Fire extinguishers are located throughout the facility by exits to ensure that they are within 75 feet of all areas. This is necessary to allow them to be accessed and used when a small fire is discovered.
- Fire extinguishers require periodic inspection and maintenance. Extinguishers will be visually inspected every month and the inspection documented.
- Extinguishers shall be serviced annually and following use by an approved contractor.

D. Other Fire and Life Safety Equipment

Emergency Lighting: Emergency lighting will be maintained and tested according to manufacturers' recommendations and IFC requirements.

E. Aisles and Exits

All aisles and exits shall conform to minimum standards as outlined by fire and building codes applicable to the facility.

It is the responsibility of the Fire and Life Safety Coordinator to ensure that aisles and exits remain free of obstructions at all times and that employees comply with this requirement through the following requirements:

- Storage is not permitted in emergency exit paths even on a temporary basis.
- Any operation that blocks or makes an emergency exit inoperable must receive the approval of the Fire and Life Safety Coordinator or a designee. Special arrangements shall be made to ensure adequate exiting during the temporary operation.
- Exit signs shall be posted above all emergency exits. Signs that are designed to be illuminated shall be maintained in proper working order at all times.
- Cords and cables shall not lay across aisles, presenting a tripping hazard.
- Aisles shall be maintained at a minimum of 36 inches wide.
- Door hardware, including locks, bolts, chains, etc., shall not be added to any exit door without the approval of the Fire and Life Safety Coordinator.
- Exit doors and hardware shall be inspected as part of the regular Safety Inspection.

VII. CONCLUSION

Based on a review of the materials provided and consultation with key personnel involved in the project, it is my opinion that upon completion of the required code review processes that the project will undergo once it has been approved, coupled with the implementation of the employee safety programs outlined in this report, the project will contain the necessary fire and

life safety elements to approve the project.

Prepared By:

Paul W. Gantt, Ph.D., CSP
President
Safety Compliance Management, Inc.

APPENDIX A – PAUL W. GANTT, CURRICULUM VITAE

SUMMARY/OVERVIEW

Dr. Gantt is an experienced **Safety Engineer** and **Board-Certified Safety Professional (CSP)** with an extensive background as both a regulator and in private practice encompassing over 40 years. He is experienced in many areas of occupational and construction safety, safety systems and programs, multi-employer worksites, fire and life safety, workplace and premises evaluation and liability, general safety practices, OSHA and Cal-OSHA health and safety regulations, and Fire and Building Code safety and health requirements. He has considerable experience inspecting and evaluating construction sites, occupational settings, and conducting safety assessments in a broad range of public and private facilities. Additionally, his expertise includes the delivery of training programs with the ability to explain complex regulations, hazards, and practices in an easy-to-understand manner that can be essential in testimony and reports. He is a nationally recognized speaker in many areas related to occupational health and safety, fire safety, premises safety, and regulatory compliance.

OCCUPATIONAL EXPERIENCE

January 1991 to Present:

President & Founder

Safety Compliance Management, Inc San Ramon, California

Owner and operator of a tenured and successful private business that provides solutions in the areas of evaluating and implementing occupational health and safety systems and programs, emergency management and response, and safety programs (training, consultation, compliance, and written programs) to a range of clients in both the private and public sectors.

Safety and Regulatory Compliance Consulting/Expert Witness

Provides regulatory and litigation (Expert Witness) consultation services in areas involving regulatory compliance, safety systems, fire and life safety, construction safety, Fire and Building Code compliance, and premises liability matters. He has provided testimony in the areas of safety program development and implementation, multi-employer worksites, construction safety, and the application of safety regulations both occupationally and generally.

Safety Programs – Development, Training, Evaluation, and Consultation

Provides services in the design and delivery of a range of safety program/systems that include training and inspection programs in the areas of general industry safety and construction safety. Evaluates current programs to ensure compliance and develops organizational-specific Injury and Illness Prevention Programs (IIPP), Code of Safe Practices, Fall Protection Programs, and other regulatory required programs as needed. Oversees and participates in inspection programs at a range of general industry, private/public facilities, and construction projects. Assists with accident investigation, risk assessment, and evaluation of workplace and property hazards. Represents clients with OSHA issues including citations, site audits, and permits. Provides and coordinates the delivery of numerous safety training programs to a range of clients in all aspects of OSHA and Cal-OSHA required programs including Fall Protection, CPR/First Aid, Confined Space Operations, Energy Control (Lock Out/Tag Out), Fire Safety, Excavation Safety, Hazardous Materials, and other safety topics.

March 1978 to July 1992: *California Fire Service: Four Departments*

Positions Held:

- Fire Chief (Acting)
- Fire Marshal
- Fire Captain
- Deputy Fire Chief
- Fire Training Officer
- Firefighter/Paramedic
- Fire Division Chief
- Fire Battalion Chief

Held increasingly responsible positions in four California fire departments. Managed the operations of the Fire Department as the Chief in charge of Fire Operations, Fire Prevention, Fire Training, Public Education, Hazardous Materials enforcement, Administration, and Safety. Served as Training Officer and Instructor in Regional Fire Academies.

EDUCATION/CERTIFICATIONS

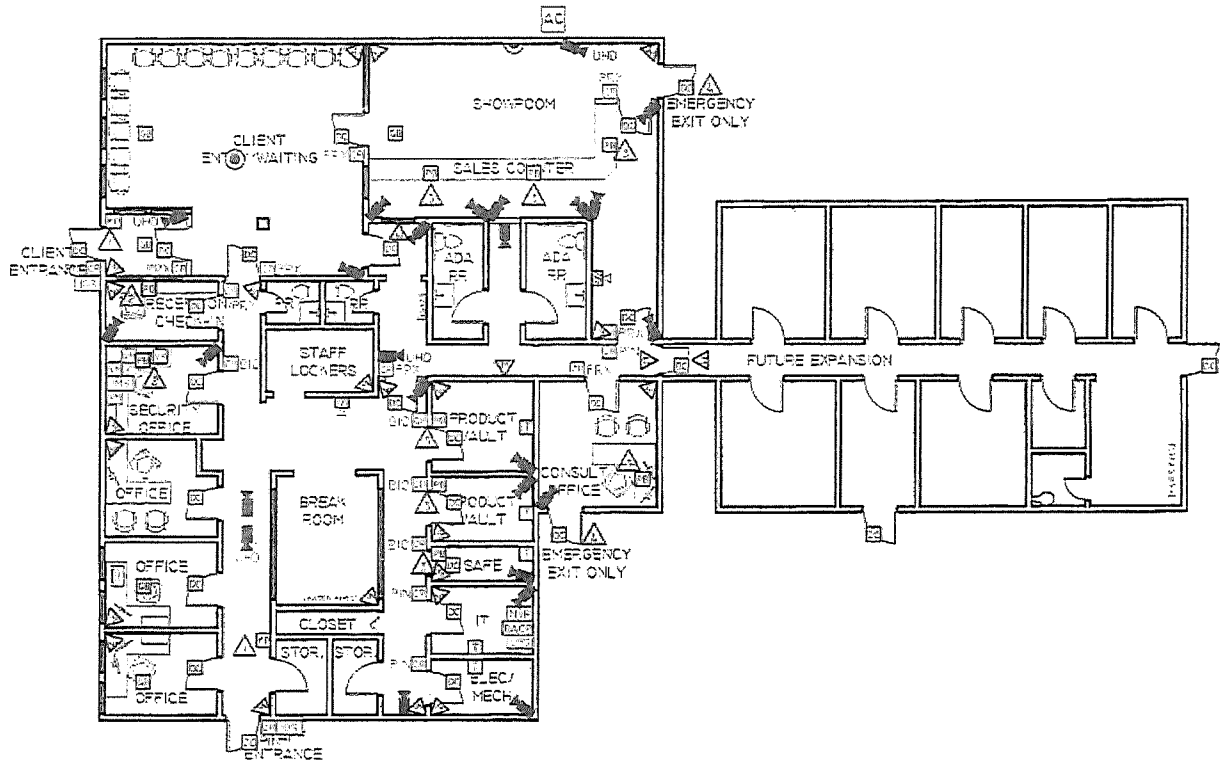
- Doctor of Philosophy (Ph.D.), Capella University, April 2019.
- Master of Engineering (M.Eng.), Advanced Safety Engineering and Management. The University of Alabama, Birmingham, 2014.
- Bachelor of Public Administration (BPA), The University of San Francisco, 1988.
- Associate of Science (AS), Fire Science. Solano College, 1981.
- Certified Safety Professional (CSP). Board of Certified Safety Professionals (BCSP), #19001, 2006.
- Certified Instructional Trainer (CIT). BCSP, #13001, 2013.
- Construction Health and Safety Technician (CHST). BCSP, # C3565, 2013.
- BCSP Subject Matter Expert.
- Professional Member - American Society of Safety Engineers (ASSE) (#13536), since 1999.
- Advanced Certificate of Achievement, Fire Science. Solano College, 1982.
- Certified Auditor – OHSAS 18001 Safety Systems.
- Certified Fire Officer, Public Education Officer, Fire Instructor, and Fire Prevention Officer - Office of the California State Fire Marshal.
- Registered Environmental Assessor, Class I - California EPA, # REA I-06538, 1996-2012.
- Community College Lifetime Teaching Credentials – Fire Technology, #251342 and Health and Related Technologies, #267782.
- Emergency Medical Technician 1 Instructor/ Mobile Intensive Care Paramedic (Previous).
- Instructor Levels I and II – Office of the California State Fire Marshal.

HONORS/ASSOCIATIONS (Past/Present)

- Professional Member -American Society of Safety Engineers/Professionals (ASSE/ASSP).
- Member - National Safety Council (NSC).
- Member - National Fire Protection Association (NFPA).
- Life Member – California Fire Training Officer's Association.

DEVICE LEGEND

SYMBOL	DESCRIPTION
	STANDARD ACCESS CONTROL PROXIMITY CARD READER
	STANDARD ACCESS CONTROL PROXIMITY CARD READER WITH PIN PAD
	ACCESS CONTROL BIOMETRIC FINGERPRINT READER WITH PROXIMITY CARD
	REGULAR ALARM CONTROL PANEL
	KEYPAD FOR ALARM SYSTEM
	INTRUSION MOTION DETECTION
	INTRUSION DOOR CONTACT
	INTRUSION PANIC BUTTON
	TEMPERATURE SENSOR
	GLASS BREAK SENSOR
	INTRUSION SIREN AND STROBE LIGHT
	INTERCOM DOOR STATION
	INTERCOM MASTER STATION WITH DOOR RELEASE BUTTON
	SERVER CLUSTER, NETWORK VIDEO RECORDER, VIDEO STORAGE (MIN 90 DAYS)
	UNINTERRUPTIBLE POWER SUPPLY W/BATTERY BACKUP (MIN 1 HOUR)
	LOCAL VIDEO MONITORING STATION (MONITORS 19" TO LARGER)
	VIDEO STILL IMAGE PRINTER
	LICENSE PLATE CAPTURE CAMERA (LPR), LOW LIGHT, MIN 1080P RES
	360 DEGREE IP POE PANORAMIC CAMERA, OUTDOOR, LOW LIGHT, MIN 1080P RES
	360 DEGREE IP POE PANORAMIC CAMERA INDOOR, LOW LIGHT, MIN 1080P RES
	180 DEGREE IP POE PANORAMIC CAMERA, OUTDOOR, LOW LIGHT, MIN 1080P RES
	180 DEGREE IP POE PANORAMIC CAMERA, INDOOR, LOW LIGHT, MIN 1080P RES
	ULTRA HIGH DEFINITION IP POE CAMERA, LOW LIGHT, MIN 1080P RESOLUTION
	IP POE CAMERA, INDOOR CEILING OR WALL MOUNT, LOW LIGHT, MIN 1080P RES
	EXTERIOR SECURITY LIGHTS, ALWAYS LIT DURING NIGHT TIME



FACILITY SECURITY LAYOUT

KEYNOTES:

1. KEYPAD USED FOR SYSTEM ARMING/DISARMING WILL ALSO HAVE A SPECIAL DURESS CODE FOR SILENT ALARM.
2. BUTTON TO SERVE AS A PANIC BUTTON WITH AUDIBLE ALARM.
3. BUTTON TO SERVE AS A HOLDUP BUTTON WITH SILENT ALARM.
4. EMERGENCY EXIT ONLY, NO ENTRY POSSIBLE, ALARM WILL SOUND.

GENERAL NOTES:

1. ALL DOORS WITH CARD READERS (INCLUDING FINGER READERS) TO HAVE ELECTRIC STRIKES INSTALLED BY DOOR HARDWARE VENDOR.
2. ALL CAMERAS TO HAVE A MINIMUM RESOLUTION OF 1080 PIXELS, CAPABLE OF RECORDING IN LOW-LIGHT CONDITIONS, RECORDING CONTINUOUSLY 24 HOURS/DAY AND AT A MINIMUM OF 20 FRAMES/SECOND.
3. ALL VIDEO MUST BE STORED FOR A MINIMUM OF 90 DAYS.
4. ALL SYSTEMS (ACCESS CONTROL, SURVEILLANCE, INTRUSION) MUST HAVE A BATTERY BACKUP TO SUPPORT A MINIMUM 1 HOUR IN THE EVENT OF A POWER OUTAGE.

#	DATE	DESCRIPTION	DRAWN BY	APPROV BY	CLIENT
0	12/08/2022	ISSUED FOR APPROVAL	PC	PC	

FACILITY SECURITY LAYOUT

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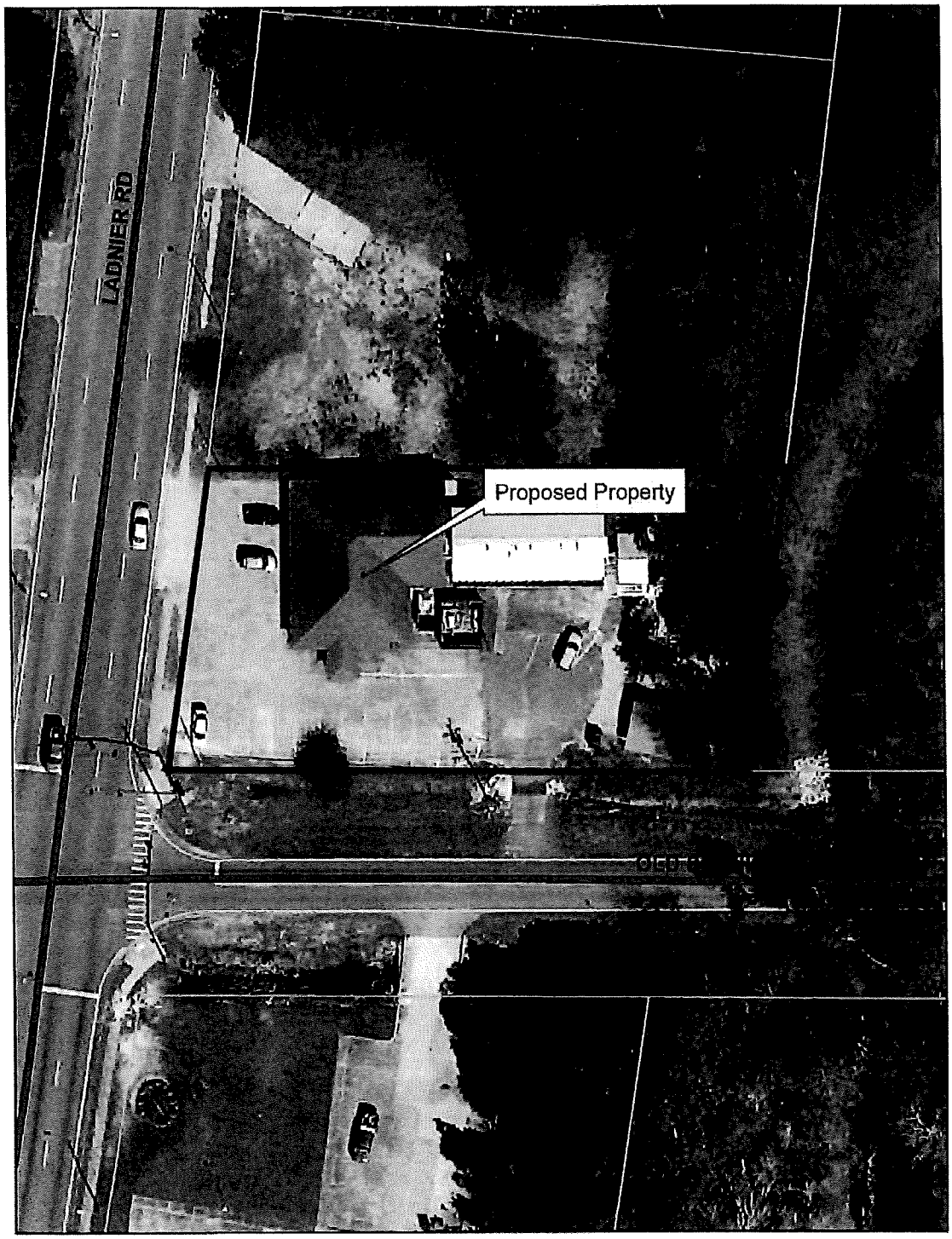
ETG SYSTEMS LLC
HIGH VALUE ASSET PROTECTION
www.etgsystems.com

DISPENSARY
3300 LADNIER ROAD
GAUTIER, MISSISSIPPI 39553

DRAWN BY	DATE	SCALE	SHEET	DRAWING NO.
PC	12/08/2022	AS SHOWN	3 of 3	SS-03

SYSTEMS : ACCESS CONTROL, INTRUSION DETECTION, SURVEILLANCE

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

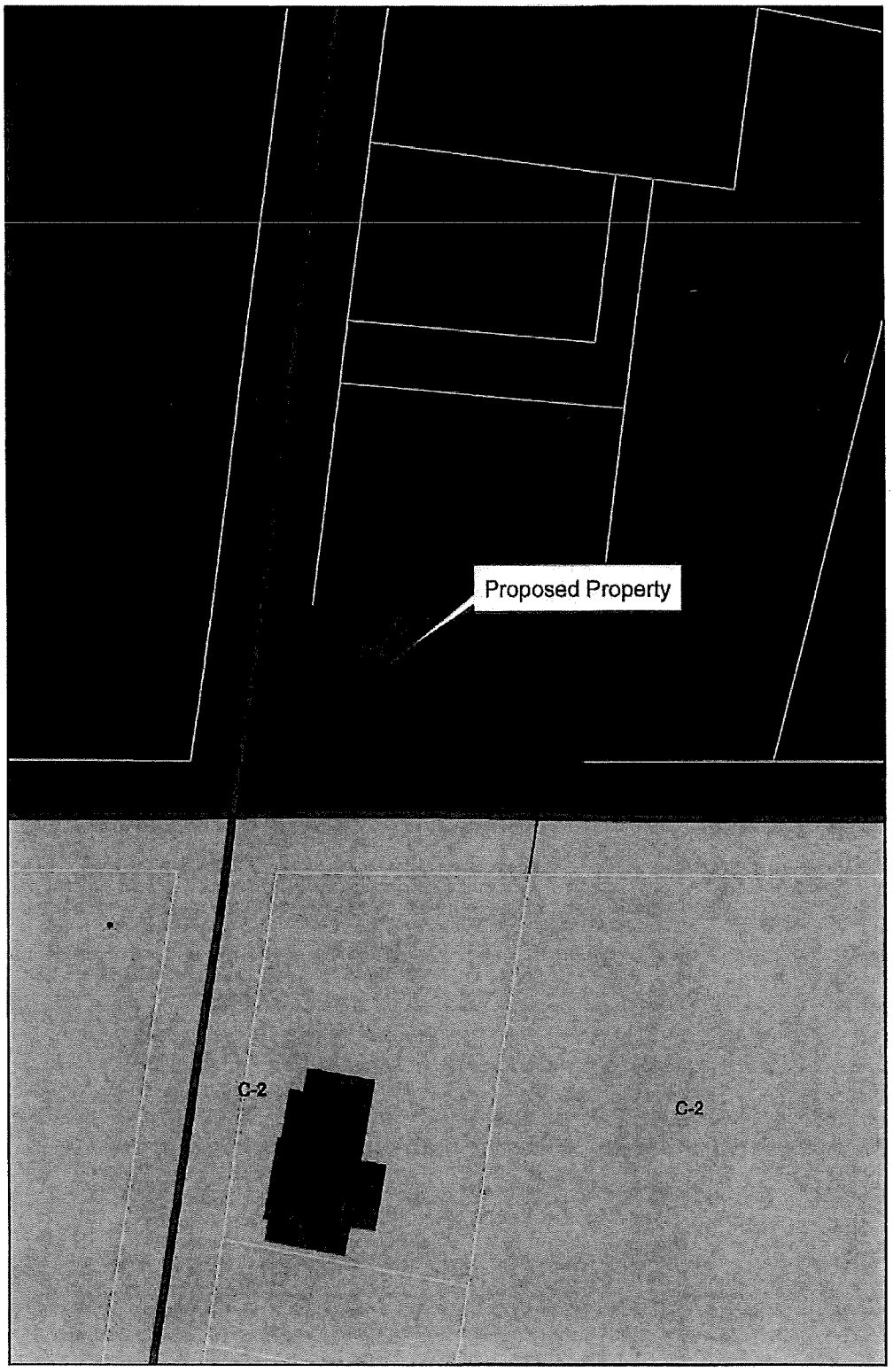
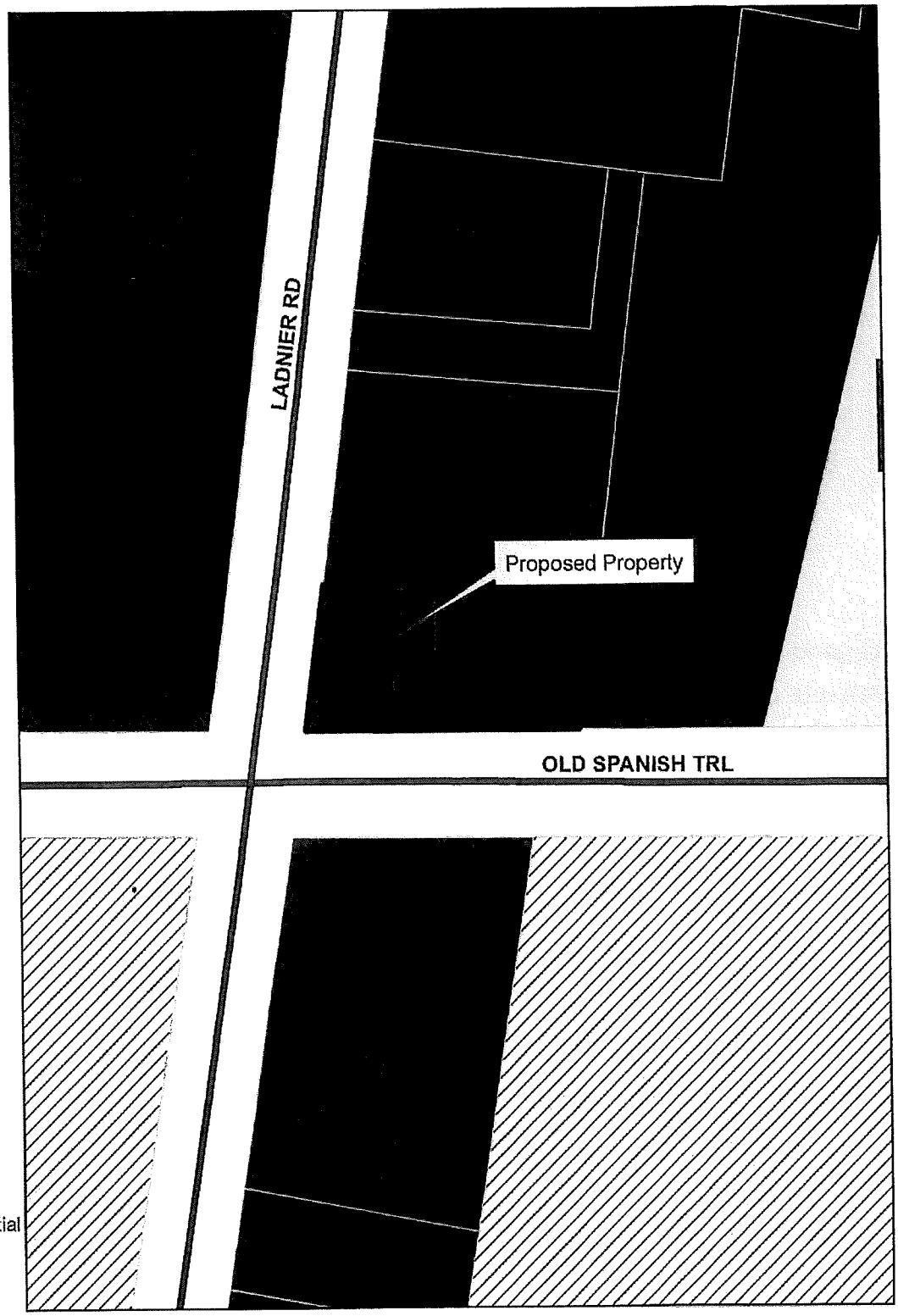


Exhibit C
Existing Land-Use

Prepared by:

City of Gautier
Planning Department



Legend

EXISTING LAND USE

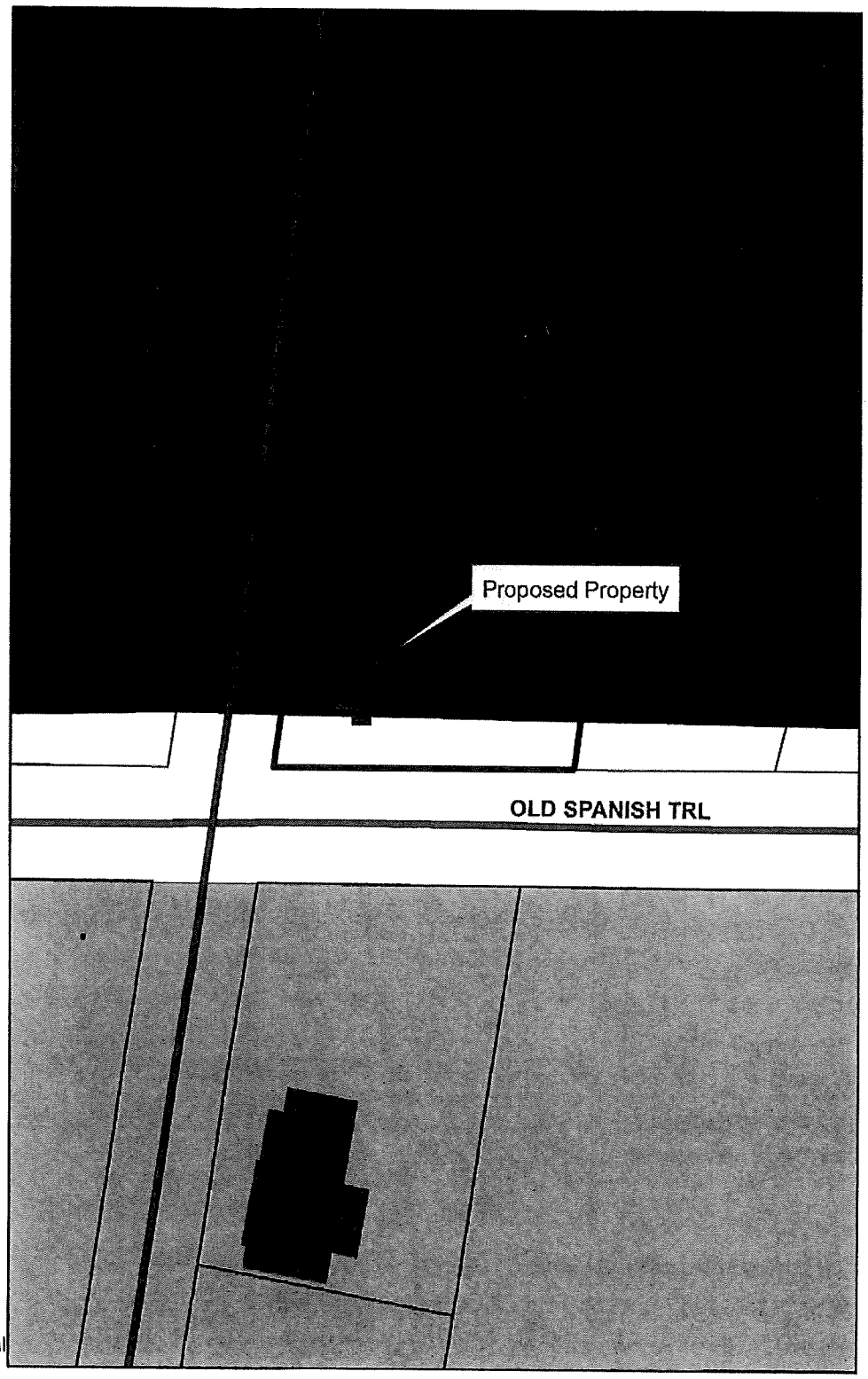
ELU_08

- 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

Councilman Jackson made the motion to acknowledge bids and award the contract for the College Park, Guillotteville Road, and Valleywood Subdivisions project to Suncoast Infrastructure, Inc., as presented, in an amount not to exceed $162,350.00. Councilman Gollott 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 206-2023

WHEREAS, the City of Gautier has requested bids for CCTV, Smoke Testing, and Manhole Inspection and Reporting Services related to Sanitary Sewer Mains Rehabilitation for the College Park, Guillotteville Road, and Valleywood Subdivisions Project; and

WHEREAS, on or before January 30, 2023, several bids were received by the City, all of which are hereby acknowledged; and

WHEREAS, Seymour Engineering (project engineer) performed a complete review of the bids, including a check of all provided references and other relevant criteria, and recommends awarding the contract to Suncoast Infrastructure, Inc., in an amount not to exceed $162,350.00; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to Suncoast Infrastructure, Inc., in an amount not to exceed $162,350.00; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Suncoast Infrastructure, Inc., for the CCTV, Smoke Testing, and Manhole Inspection and Reporting Services related to Sanitary Sewer Mains Rehabilitation for the College Park, Guillotteville Road, and Valleywood Subdivisions Project, is hereby authorized and approved.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

_____
MAYOR

ATTEST:

_____

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 02/10/2023
Subject: Authorization to Acknowledge Bids and Award Contract for CCTV, Smoke Testing, and Manhole Inspection and Reporting Services Related to the Sanitary Sewer Mains Rehabilitation – College Park, Guillotteville Road, and Valleywood Subdivisions Project

---

REQUEST:
The Grants and Projects Department requests that City Council acknowledge receipt of three bids for CCTV, smoke testing, manhole inspection, and reporting services and award a contract to the lower bidder, SunCoast Infrastructure, Inc., in an amount not to exceed $162,350.

BACKGROUND:
The Mississippi Legislature and Gov. Tate Reeves created the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) to provide matching funds to eligible entities for making necessary investments in water, wastewater, and stormwater infrastructure.

The Mississippi Department of Environmental Quality (MDEQ) will manage this program. MDEQ will produce Rules and Regulations as to the administration of the program, disburse funds in accordance with the terms herein to reimburse the costs associated with the implementation of the Sanitary Sewer Mains Rehabilitation – College Park, Guillotteville Road, and Valleywood Subdivisions.

The project will provide CCTV, smoke testing, and manhole inspections followed by repair, replacement, or lining of sanitary sewer lines or manholes to decrease the inflow and infiltration in the problem areas.

DISCUSSION:
Three bids for this project were received and opened on January 30, 2023. Seymour Engineering performed a complete review of the bids and recommends awarding the contract to SunCoast Infrastructure, Inc., in an amount not to exceed $162,350.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council acknowledge receipt of three bids for CCTV, smoke testing, manhole inspection, and reporting services and award a contract to the lower bidder, SunCoast Infrastructure, Inc., in an amount not to exceed $162,350.

The City Council may:

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

ATTACHMENTS:
1. Recommendation to Award Bid

SEYMOUR ENGINEERING

Civil Engineers and Professional Land Surveyors

925 Tommy Munro Drive, Suite G
Biloxi, Mississippi 39532
Phone: 228-385-2350
Fax: 228-385-2353
Toll Free: 888-385-2350

Tuesday, January 31, 2023

April Stennett
Grants and Projects Director
City of Gautier
3330 Hwy. 90
Gautier, MS 39553

RE: Sanitary Sewer Mains Rehabilitation CCTV, Smoke Testing, and Manhole Inspections

Dear April,

On January 30, 2023 bids were received for the above referenced project. I am requesting that the City Council acknowledge receipt of the following bids from Gulf Coast Underground, LLC, Smith Industrial Services, Inc., and SunCoast Infrastructure, Inc. Enclosed please find the Certified Bid Tabulation.

In review of the submitted bids, I am recommending that the Board of Supervisors award the Sanitary Sewer Mains Rehabilitation Project that includes CCTV, smoke testing, and manhole inpections to SunCoast Infrastructure, Inc. who was the lowest bidder at $162,350.00. The price for each item within the project scope was in line with the current prices for sanitary sewer investigations received on other related projects.

SunCoast Infrastructure, Inc. is a great company and has previously performed sewer projects for the City of Gautier along with many other projects along the Mississippi Gulf Coast.

If you should have any questions or need additional information, please let me know!

Sincerely,
SEYMOUR ENGINEERING

Tyler Williams,
Project Manager

SEYMOUR ENGINEERING

SANITARY SEWER MAINS REHABILITATION PROJECT, CCTV, SMOKE TESTING, AND MANHOLE INPECTION
CITY OF GAUTIER

CONTRACTOR'S BID TABULATION

Bid Opening: Monday, January 30, 2023, at 11:00 A.M. Central Time
Location: Gautier City Hall, 3330 US-90 , Gautier, MS 39553

Contractor	Gulf Coast Underground, LLC	Smith Industrial Services, Inc.	SunCoast Infrastructure, Inc.
Address	5655 Middle Rd	2001 W. 1-65 Service Rd N	P.O. Box 397
City, State	Theodore, AL 36582	Mobile, AL 36618	Florence, MS 39073

Item. No.	Description	Quantity	Unit	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
BASE BID									
1	Mobilization	1	LS	$ 11,754.70	$ 11,754.70	$ 5,865.00	$ 5,865.00	$ 2,850.00	$ 2,850.00
2	Traffic Control	1	LS	$ 2,661.45	$ 2,661.45	$ 5,000.00	$ 5,000.00	$ 1,080.00	$ 1,080.00
3	6"-10" Sanitary Sewer Line Standard Cleaning	16,500	LF	$ 2.85	$ 47,025.00	$ 4.00	$ 66,000.00	$ 3.00	$ 49,500.00
4	Root / Grease Removal in Existing 6"-10" Sewer Line	3,000	LF	$ 3.20	$ 9,600.00	$ 4.00	$ 12,000.00	$ 0.50	$ 1,500.00
5	Remove Protruding Service	1	LF	$ 519.90	$ 519.90	$ 1,000.00	$ 1,000.00	$ 300.00	$ 300.00
6	Removal of Stabilized Debris in Maholes	1	LF	$ 209.40	$ 209.40	$ 1,000.00	$ 1,000.00	$ 300.00	$ 300.00
7	6"-10" Sewer CCTV Inspection & Reporting	16,500	LF	$ 2.45	$ 40,425.00	$ 2.00	$ 33,000.00	$ 0.75	$ 12,375.00
8	Reverse Set-Up	1	LF	$ 418.80	$ 418.80	$ 1,000.00	$ 1,000.00	$ 500.00	$ 500.00
9	Rehabilitation Recommendations Based on CCTV Inspection Results	16,500	LF	$ 0.40	$ 6,600.00	$ 0.10	$ 1,650.00	$ 0.10	$ 1,650.00
10	Dyed Water Testing Concurrent with CCTV Inspection	1	LF	$ 837.50	$ 837.50	$ 375.00	$ 375.00	$ 100.00	$ 100.00
11	Uncover Buried Manholes	10	EA	$ 958.30	$ 9,583.00	$ 500.00	$ 5,000.00	$ 250.00	$ 2,500.00
12	Level 1 Manhole Inspection & Reporting	131	EA	$ 133.10	$ 17,436.10	$ 110.00	$ 14,410.00	$ 145.00	$ 18,995.00
13	Smoke Testing	70,000	LF	$ 0.75	$ 52,500.00	$ 0.60	$ 42,000.00	$ 0.58	$ 40,600.00
14	Rehabilitation Recommendations Based on Smoke Testing Inspection	70,000	LF	$ 0.10	$ 7,000.00	$ 0.08	$ 5,600.00	$ 0.12	$ 8,400.00
15	Flow Monitoring Data Collection (2 Meters)	180	LF	$ 118.30	$ 21,294.00	$ 120.00	$ 21,600.00	$ 120.00	$ 21,600.00
16	Disposal of Solids	100	EA	$ 92.45	$ 9,245.00	$ 75.00	$ 7,500.00	$ 1.00	$ 100.00
		TOTAL BASE BID			**$ 237,109.85**		**$ 223,000.00**		**$ 162,350.00**

I HAVE REVIEWED THESE BIDS AND HEREBY
CERTIFY THAT THEY ARE ACCURATE

TYLER WILLIAMS, E.I., PROJECT MANAGER

Councilman Gollott made the motion to approve the paid Docket of Claims in the amount of $2,880.00, as presented, for the transferring of fees associated with the cancellation of the 2023 Youth Baseball/Softball league. 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 207-2023

WHEREAS, the City of Gautier did not receive enough participants to maintain youth baseball/softball leagues for the 2023 season; and

WHEREAS, the City of Gautier had already collected registration fees from numerous participants when it was determined that the Gautier leagues would not proceed; and

WHEREAS, while many participants have requested refunds of the registration fees, some desired to play in the Pascagoula leagues; and

WHEREAS, Pascagoula has agreed to allow any youth currently signed up to play in Gautier to transfer to a Pascagoula baseball/softball league; and

WHEREAS, the City has transferred registration fees to Pascagoula for those participants wishing to play in the Pascagoula leagues, and has refunded those fees to individuals declining the option to transfer;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the paid Docket of Claims for said transfers and refunds in the total amount of $2,880.00 is hereby approved.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

Docket of Claims
Claims paid from 02/09/2023 thru 02/09/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PASCAGOULA YOUTH BASEBALL	231394	02/09/2023	02/09/2023	685	54044	880.00	APPROVED

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-341	MESSIAH DIXON	02082023	02/09/2023		80.00
001-000-341	KYLER HAYES	02082023	02/09/2023		80.00
001-000-341	DYLAN LOPEZ	02082023	02/09/2023		80.00
001-000-341	JERMEL MATTHEWS JR	02082023	02/09/2023		80.00
001-000-341	KELAN BARNETT	02082023	02/09/2023		80.00
001-000-341	KARTER GALVAN	02082023	02/09/2023		80.00
001-000-341	FABIAN LOPEZ	02082023	02/09/2023		80.00
001-000-341	JENXIER S RODRIGUEZ-ALMODOVAR	02082023	02/09/2023		80.00
001-000-341	BRAXTON FULLER	02082023	02/09/2023		80.00
001-000-341	LANDON MURREN	02082023	02/09/2023		80.00
001-000-341	MASON MIRANDA	02082023	02/09/2023		80.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MEAGAN GRIFFIN	231396	02/09/2023	02/09/2023	686	54045	80.00	APPROVED

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-341	CORBAN WESS	02082023	02/09/2023		80.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CAROLYN MAXWELL	231397	02/09/2023	02/09/2023	687	54046	80.00	APPROVED

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-341	JAYDEN MAXWELL	02082023	02/09/2023		80.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	KAHARY PASCLEY	231398	02/09/2023	02/09/2023	688	54047	80.00	APPROVED

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-341	AMARI PASCLEY	02082023	02/09/2023		80.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MEMORY BRADEN	231399	02/09/2023	02/09/2023	689	54048	80.00	APPROVED

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-341	KNOX BRADEN	02082023	02/09/2023		80.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	VICTORIA RABORN	231400	02/09/2023	02/09/2023	690	54049	80.00	APPROVED

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-341	BRYNNLEIGH RABORN	02082023	02/09/2023		80.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DANYEL SULLIVAN	231401	02/09/2023	02/09/2023	691	54050	80.00	APPROVED

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-341	MARGARET RICHBURG	02082023	02/09/2023		80.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	KELI ROBBINS	231402	02/09/2023	02/09/2023	692	54051	80.00	APPROVED

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-341	DECLAN ROBBINS	02082023	02/09/2023		80.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SETH ROBBINS	231403	02/09/2023	02/09/2023	693	54052	80.00	APPROVED

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-341	FINNEGAN ROBBINS	02082023	02/09/2023		80.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	KARLA MILLER	231404	02/09/2023	02/09/2023	694	54053	80.00	APPROVED

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-341	XACCARI MILLEN-DORN	02082023	02/08/2023		80.00

Docket of Claims
Claims paid from 02/09/2023 thru 02/09/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AMBER COKES	231405	02/09/2023	02/09/2023	695	54054	160.00	APPROVED
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-341 ROMAN WALLACE			02082023	02/09/2023		80.00	
	001-000-341 TRE BALDWIN			02082023	02/09/2023		80.00	
001	LAUREN OEXMAN	231406	02/09/2023	02/09/2023	696	54055	160.00	APPROVED
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-341 RILEY BOWMAN			02082023	02/09/2023		80.00	
	001-000-341 CARTER BOWMAN			02082023	02/09/2023		80.00	
001	KIRA FLANAGAN	231407	02/09/2023	02/09/2023	697	54056	160.00	APPROVED
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-341 DERRICK FLANAGAN			02082023	02/09/2023		80.00	
	001-000-341 CY'EL FLANAGAN			02082023	02/09/2023		80.00	
001	REBECCA RASANEN	231408	02/09/2023	02/09/2023	698	54057	80.00	APPROVED
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-341 SAMANTHA RASANEN			02082023	02/09/2023		80.00	
001	DAWN THOMPSON	231409	02/09/2023	02/09/2023	699	54058	80.00	APPROVED
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-341 ROSE COLLIER			02082023	02/09/2023		80.00	
001	JACQUELINE REINE	231410	02/09/2023	02/09/2023	700	54059	80.00	APPROVED
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-341 JAYLEIGH DIAMOND			02082023	02/09/2023		80.00	
001	CRYSTAL RAMSDELL	231411	02/09/2023	02/09/2023	701	54060	80.00	APPROVED
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-341 MADISON RAMSDELL			02082023	02/09/2023		80.00	
001	LEAH CHURCH	231412	02/09/2023	02/09/2023	702	54061	80.00	APPROVED
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-341 GRACIE TEAGUE			02082023	02/09/2023		80.00	
001	DYLAN WALDREP	231424	02/09/2023	02/09/2023	703	54062	20.00	APPROVED
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-341 KHLOE WALDREP			02082023	02/09/2023		20.00	
001	ALYSSA GALVAN	231425	02/09/2023	02/09/2023	704	54063	40.00	APPROVED
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-341 HARPER GALVAN			02082023	02/09/2023		20.00	
	001-000-341 KELSEY GALVAN			02082023	02/09/2023		20.00	
001	CHRISTINA COX	231426	02/09/2023	02/09/2023	705	54064	20.00	APPROVED
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-341 TINA GRASS			02082023	02/09/2023		20.00	

Docket of Claims
Claims paid from 02/09/2023 thru 02/09/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PASCAGOULA GIRLS SOFTBALL	231427	02/09/2023	02/09/2023	706	54065	240.00	APPROVED

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-341	TINA GRASS	02082023	02/09/2023		60.00
001-000-341	HARPER GALVAN	02082023	02/09/2023		60.00
001-000-341	KHLOE WALDREP	02082023	02/09/2023		60.00
001-000-341	KELSEY GALVAN	02082023	02/09/2023		60.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RENETTA COVEN	231428	02/09/2023	02/09/2023	707	54066	80.00	APPROVED

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-341	MCKENZIE MERRELL LI	02082023	02/09/2023		80.00

FUND TOTAL 1 Claims 685 to 707 Checks 23 Total 2,880.00 Manual Held Total 2,880.00

Docket of Claims
Claims paid from 02/09/2023 thru 02/09/2023

SUMMARY OF ALL FUNDS

FUND	1 Claims	685	to	707 Checks	23 Total	2,880.00	Manual		Held	Total	2,880.00
Total for all Funds				Checks	23 Total	2,880.00	Manual		Held	Total	2,880.00

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

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

ORDER NUMBER 208-2023

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 Gollott,** seconded by **Councilman George,** and the following vote was recorded:

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA SANITATION OF MS LLC	231382	02/21/2023	02/06/2023			285.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-698 FRAZIER PORT O LET			0001284874	01/31/2023			35.00
	001-170-698 BACOT PORT O LET (2)			0001284954	01/31/2023			250.00
001	TEC	231383	02/21/2023	02/06/2023			186.12	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 MONTHLY LONG DISTANCE			1069189	02/01/2023			186.12
001	BORDIS & DANOS PLLC	231384	02/21/2023	02/06/2023			11,250.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-060-602 FEB 2023 RETAINER			113	02/06/2023			11,250.00
001	ACE DATA STORAGE INC	231385	02/21/2023	02/06/2023			105.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 JAN 2023 SHREDDING SERVICE			0089471	02/01/2023			105.00
001	C SPIRE WIRELESS	231386	02/21/2023	02/06/2023			270.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 NCIC EQUIP CHGS 3000652433			652433-20	02/01/2023			270.00
001	CENTERPOINT ENERGY	231387	02/21/2023	02/06/2023			123.85	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-630 CENTRAL FIRE:12/27/22-01/25/23			11000885-1	02/01/2023			60.40
	001-161-630 SOUTH FIRE:12/27/22-01/25/23			11000999-0	02/01/2023			63.45
001	SPARKLIGHT	231388	02/21/2023	02/06/2023			171.70	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 FEB 2023:#107571481			02012023	02/15/2023			171.70
001	SPARKLIGHT	231389	02/21/2023	02/06/2023			96.73	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-698 FEB 2023:SR BLDG #120793682			02012023	02/15/2023			96.73
001	CREDIT CARD CENTER	231391	02/21/2023	02/06/2023			3,015.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-681 ASP TRAINING DEPOSIT:HOGGARD			01092023	01/10/2023			100.00
	001-100-681 ASP TRAINING DEPOSIT:WARD			01092023	01/10/2023			100.00
	001-100-681 ASP TRAINING DEPOSIT:BLEVINS			01092023	01/10/2023			100.00
	001-100-681 ASP TRAINING DEPST:T WILLIAMS			01092023	01/10/2023			100.00
	001-001-681 HOTEL-MML2023 CONF:GEORGE			01122023	01/16/2023			372.00
	001-001-681 HOTEL-MML2023 CONF:VAUGHAN			01122023	01/16/2023			372.00
	001-001-681 HOTEL-MML2023 CONF:GOLLOTT			01122023	01/16/2023			372.00
	001-001-681 HOTEL-MML2023 CONF:COLLEDGE			01122023	01/16/2023			372.00
	001-001-681 HOTEL-MML2023 CONF:YANCEY			01122023	01/16/2023			372.00
	001-100-681 HOTEL-MACP CONF:BEVER			01132023	01/16/2023			755.00

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SBM REPORTING LLC	231431	02/21/2023	02/09/2023			175.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-698 PLANNING MTG 2/2/23			MB1484	02/08/2023			175.00
001	JACKSON COUNTY ADULT DETENTION CENTER	231432	02/21/2023	02/09/2023			7,770.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-010-696 JAN 2023 ADC CHGS			01312023	02/06/2023			7,770.00
001	FUELMAN	231433	02/21/2023	02/09/2023			3,843.17	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-525 UNL FUEL			NP63783740	02/06/2023			90.87
	001-100-525 UNL&DSL FUEL			NP63783740	02/06/2023			2,751.49
	001-161-525 UNL&DSL FUEL			NP63783740	02/06/2023			710.40
	001-170-525 UNL&DSL FUEL			NP63783740	02/06/2023			208.24
	001-205-525 UNL FUEL			NP63783740	02/06/2023			82.17
001	SPARKLIGHT	231437	02/21/2023	02/13/2023			127.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 FEB 2023:POLICE #107718371			02082023	02/08/2023			127.95
001	SPARKLIGHT	231438	02/21/2023	02/13/2023			72.38	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 FEB 2023:CBL BOX#118476316			02082023	02/08/2023			72.38
001	CATALIS COURTS AND LAND RECORDS LLC	231439	02/21/2023	02/13/2023			1,495.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-010-698 FEB 2023 COURT SUPPORT			INV4320863	02/01/2023			1,495.00
001	CARDMEMBER SERVICES	231440	02/21/2023	02/13/2023			4,266.38	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-559 UNIFORM JACKETS (3)			01062023	01/09/2023			114.18
	001-094-682 PMI MEMBERSHIP:STENNETT			01092023	01/10/2023			149.00
	001-170-511 SUPPLIES:SR CENTER			01102023	01/11/2023			148.75
	001-094-559 SOFTWARE SUB: GRANTS			01152023	01/17/2023			119.99
	001-040-559 ADOBE PRO RENEW:FRONT DESK			01162023	01/17/2023			256.67
	001-170-513 MOVIE LICENSE: RUMBLE			01182023	01/19/2023			395.00
	001-170-513 MOVIE LICENSE: MR TROOP MOM			01182023	01/19/2023			395.00
	001-170-513 MOVIE LICENSE: TOP GUN MAV			01182023	01/19/2023			395.00
	001-170-513 MOVIE LIC: AMERICAN GRAFFITI			01182023	01/19/2023			395.00
	001-170-513 MOVIE LIC: LEAGUE SUPER-PETS			10182023	01/19/2023			395.00
	001-170-513 MOVIE LIC: DR SEUSS' LORAX			01182023	01/19/2023			395.00
	001-090-682 ASFPM DUES: ANKERSON			01262023	01/30/2023			175.00
	001-100-559 REFORMAT PD BADGE DECAL			01312023	02/01/2023			18.00
	001-170-634 BSKTBALL BACKBOARD PADDING(3)			01312023	02/01/2023			562.26
	001-001-615 STADIUM CUP(500): THE SOUND			02012023	02/02/2023			326.55
	001-001-615 FRINGE FOIL: M GRAS FLOAT			02012023	02/02/2023			25.98

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SOUTHERN PEST CONTROL INC	231442	02/21/2023	02/14/2023			456.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 / CITY FACILITIES			171-423827	02/07/2023			456.00
001	SOUTHERN TIRE MART LLC DEPT 143	231443	02/21/2023	02/14/2023			117.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-638 / REPL VALVE STEM: COMMAND			2500119615	02/07/2023			117.95
001	RJ YOUNG COMPANY LLC	231444	02/21/2023	02/14/2023			75.55	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / LEXMARK C4150:BASE FEE			INV6170276	02/08/2023			38.00
	001-100-699 / RICOH IM C2500:BASE FEE			INV6170276	02/08/2023			37.55
001	BAGWELL TRUCK AND EQUIPMENT	231445	02/21/2023	02/14/2023			720.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-638 / RUN DIAGNOSTICS: E-5			1579	01/09/2023			350.00
	001-161-638 / CLEAN SENSORS,REPR LEAKS: E-5			1594	01/18/2023			370.00
001	E AND J TIRE LLC	231446	02/21/2023	02/14/2023			35.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-638 / PATCH TIRE: REC TRUCK			3318	02/07/2023			35.00
001	ADVANCE AUTO PARTS	231447	02/21/2023	02/14/2023			20.21	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-638 / CAR WASH & WAX (2); PASTE WAX			3301964845	01/19/2023			20.21
001	PASCAGOULA TIRE & SERVICE INC	231448	02/21/2023	02/14/2023			178.98	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-638 / 4 WHL ALIGNMENT: U# 19686			108905	01/24/2023			79.99
	001-100-638 / 4 WHL ALIGNMENT: U# 16223			108907	01/24/2023			98.99
001	FUELMAN	231449	02/21/2023	02/14/2023			4,506.81	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-525 / UNL FUEL			NP63832213	02/13/2023			100.33
	001-092-525 / UNL FUEL			NP63832213	02/13/2023			38.68
	001-100-525 / UNL&DSL FUEL			NP63832213	02/13/2023			3,462.08
	001-161-525 / UNL&DSL FUEL			NP63832213	02/13/2023			431.30
	001-170-525 / UNL&DSL FUEL			NP63832213	02/13/2023			434.96
	001-205-525 / UNL FUEL			NP63832213	02/13/2023			39.46
001	AUTOZONE INC	231451	02/21/2023	02/14/2023			24.24	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-570 / 4 INTAKE VALVES: U# 16223			4907311574	01/05/2023			24.24
001	AUTO TRUCK AND TRAILER PARTS INC	231453	02/21/2023	02/14/2023			1,174.66	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-638 / PCV FILTER;TRNS FLUID: E-5			303166	01/11/2023			145.95
	001-161-638 / BOX RAGS: FIRE DEPT			303166	01/11/2023			33.00
	001-161-638 / FUEL FILTER;OIL FILTER: E-5			303169	01/11/2023			124.55
	001-161-638 / TIRE GAUGE			303169	01/11/2023			66.25

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTO TRUCK AND TRAILER PARTS INC	231453	02/21/2023	02/14/2023			1,174.66	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	FUEL FILTER;FUEL TRTMNT: E-5	303207	01/12/2023		89.34
001-100-559	PLST WHEEL (6): SCHOOL SIGNS	303197	01/12/2023		59.88
001-161-638	WATER PUMP: E-4	303209	01/13/2023		165.07
001-161-638	ANTIFREEZE GAL (3): E-4	303210	01/13/2023		41.70
001-161-638	HD BELT; BELT: E-4	303270	01/17/2023		81.43
001-161-638	RTN CR: HD BELT	303276	01/17/2023		-29.87
001-161-638	BELT; 1" HEATER HOSE: E-4	303276	01/17/2023		48.35
001-170-638	TIRE KIT: REC DEPT	303277	01/17/2023		24.56
001-161-638	GASKET SET: E-5	303319	01/19/2023		160.05
001-100-570	OIL FILTERS (36): POLICE	303406	01/25/2023		164.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	231454	02/21/2023	02/14/2023			2,615.16	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	REAR ROTOR(2);BRK PAD: U13408	1978273710	12/30/2022		138.17
001-100-570	VALVE(4); HEAD GSKT(2):U16223	1978273712	12/30/2022		82.62
001-100-570	HEAD BOLT SET (2): U16223	1978273712	12/30/2022		40.38
001-100-570	WATER PUMP: U19689	1978273713	12/30/2022		85.72
001-100-570	TURN ROTORS (2): PD CHARGER	1978273722	12/30/2022		40.00
001-100-570	CALIPER BRACKET: 2010 F150	1978274149	01/03/2023		37.29
001-100-570	INT MANIFOLD: U 14401	1978274357	01/05/2023		197.60
001-100-570	CONNECTOR KT; ANTFRZ(3):14401	1978274359	01/05/2023		64.96
001-100-570	FREON(2); LEAK SEAL: U12458	1978274497	01/06/2023		47.97
001-100-570	HEAD LAMP BULBS (4)	1978274497	01/06/2023		20.65
001-100-570	AC SEAL KIT; FREON(3): U12405	1978274751	01/09/2023		50.90
001-100-570	CORE RTN: CALIPER BRACKET	1978274832	01/09/2023		-5.00
001-100-570	AC DRIER&SEAL KT;PAG OIL:12405	1978274834	01/09/2023		61.36
001-170-638	BATTERY: REC DEPT	1978274912	01/10/2023		115.36
001-100-570	AC CONDENSOR: U12405	1978274968	01/10/2023		145.19
001-100-570	TIE ROD: U 12405	1978274968	01/10/2023		47.86
001-100-570	RTN CR: AC CONDENSOR	1978275028	01/11/2023		-145.19
001-100-570	AC CONDENSOR: U12450	1978275029	01/11/2023		162.71
001-100-570	FREON(2);VLV GRIND;ANTIFRZ(3)	1978275062	01/11/2023		75.94
001-100-570	HOSE ASSEMBLY: U14435	1978275062	01/11/2023		96.45
001-100-570	HEATER HOSE: U14435	1978275065	01/11/2023		42.97
001-161-638	WIPER BLADE (2): FD CHIEF	1978275185	01/12/2023		5.56
001-100-570	WRNTY RTN: FILTER DRIER;OIL	1978275645	01/17/2023		-43.33
001-100-570	WRNTY RTN: FILTER DRIER	1978275646	01/17/2023		-32.48
001-100-570	PCV VALVE: U12405	1978275647	01/17/2023		27.07
001-161-638	REAR MN SEAL SEALANT (2): E4	1978275687	01/17/2023		31.98
001-161-638	DPF PRESSURE SWITCH: E5	1978275893	01/19/2023		83.69
001-100-570	RADIATOR CAP; WPR BLADE(2)	1978275894	01/19/2023		27.62
001-100-570	BATTERY;THERMSTAT;HOSE CLMP(2)	1978275986	01/20/2023		124.41
001-205-559	ASST RATCHET; BRKR BAR: SHOP	1978276251	01/23/2023		109.96
001-100-570	CONTROL ARM (2): U19686	1978276253	01/23/2032		154.14
001-100-570	LEAK DET PUMP: U19687	1978276253	01/23/2023		20.44
001-100-570	ENGINE MOUNTS (2): U19686	1978276288	01/23/2023		86.08
001-100-570	WIPER BLADE (2): U13408	1978276288	01/23/2023		19.98
001-100-570	TIRE PLUG INSERTS;PCV VALVE	1978276328	01/23/2023		39.74
001-100-570	BATTERY; BRAKE CLEANER (12)	1978276364	01/24/2023		175.34
001-100-570	WIPER BLADE (30); V BELT	1978276369	01/24/2023		115.19
001-100-570	V BELT; PULLEYS (3): U12456	1978276449	01/25/2023		86.32

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	231454	02/21/2023	02/14/2023			2,615.16	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-570	SWQY BAR LINK (2): U19686	1978276453	01/25/2023		80.69
001-100-570	OIL FILTER (3): POLICE	1978276453	01/25/2023		13.23
001-100-570	ENGINE MOUNT (2): U 12406	1978276474	01/25/2023		86.08
001-161-638	BLUEDEF GAL (2): COMMAND	1978276480	01/25/2023		19.98
001-100-570	CR RTN: LEAK DET PUMP	1978276678	01/27/2023		-20.44

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	46 ENTERTAINMENT INC	231458	02/21/2023	02/14/2023			6,500.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-021-688	CONSULTANT SERVICES	1647	02/05/2023		6,500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AIRGAS USA LLC	231459	02/21/2023	02/14/2023			246.61	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-588	CYLINDER RENTAL	9994572084	01/31/2023		246.61

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AMERICAN BANKERS INSURANCE COMPANY	231461	02/21/2023	02/14/2023			3,019.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-625	FLOOD: 914 DE LA POINTE	9906203041	02/05/2023		3,019.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CADENCE INSURANCE	231462	02/21/2023	02/14/2023			365.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-625	BOND RENEWAL: YANCEY, PAULA	474677	02/07/2023		150.00
001-092-625	BOND RENEWAL: BEVER, DAVID	474679	02/07/2023		215.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DIRECTV LLC	231463	02/21/2023	02/14/2023			165.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-698	WEST STN: 022727663 (MAR)	X230214	02/14/2022		165.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RELX INC DBA LEXISNEXIS	231464	02/21/2023	02/14/2023			123.60	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	JAN 2023 4254VNBSY	3094296200	01/31/2023		123.60

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEPT OF FINANCE & ADMIN	231465	02/21/2023	02/14/2023			14,792.50	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-300	JAN 2023 COURT ASSESSMENTS	01312023	02/01/2023		14,792.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEPT OF PUBLIC SAFETY	231466	02/21/2023	02/14/2023			957.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-300	JAN 2023 SPECIAL ASSESSMENTS	01312023	02/01/2023		957.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEPT OF PUBLIC SAFETY	231467	02/21/2023	02/14/2023			155.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-300	JAN 2023 INTERLOCK FEES	01312023	02/01/2023		155.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	VICTIMS OF HUMAN TRAFFICKING FUND	231468	02/21/2023	02/14/2023			20.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-300	JAN 2023 STATE ASSESSMENT	01312023	02/01/2023		20.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BLOSSMAN GAS INC	231476	02/21/2023	02/15/2023			298.41	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-630	100.9 GAL PROPANE	22600485	01/02/2023		271.42
001-161-630	COMPLIANCE FEE NT	22600485	01/02/2023		14.99

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BLOSSMAN GAS INC	231476	02/21/2023	02/15/2023			298.41	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-630 / ANNUAL FEE: TANK-EQUIP RENTAL			22725642	01/03/2023			12.00
001	CINTAS CORPORATION	231479	02/21/2023	02/15/2023			434.42	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-535 / JAN 05 2023 MAINT			4142435316	01/05/2023			108.70
	001-205-535 / JAN 11 2023 MAINT			4143086944	01/11/2023			108.70
	001-205-535 / JAN 18 2023 MAINT			4143805896	01/18/2023			108.51
	001-205-535 / JAN 25 2023 MAINT			4144501498	01/25/2023			108.51
001	WAGGONER ENGINEERING INC	231482	02/21/2023	02/15/2023			2,100.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-603 / TA APP: GRAVELINE SIDEWALKS			40552	02/09/2023			2,100.00
001	REYNOLDS WHOLESALE CO	231487	02/21/2023	02/15/2023			468.12	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-511 / STYROFOAM PLATES 500/CS			73789	02/07/2023	230499		59.50
	001-170-511 / HD PLASTIC FORK 100/CT (5)			73789	02/07/2023	230499		24.75
	001-170-511 / 16OZ CLEAR CUP 50/CT (10)			73789	02/07/2023	230499		42.50
	001-170-511 / 40X100 PLS TABLE CVR ROLL (3)			73789	02/07/2023	230499		48.00
	001-170-511 / 6" STYROFOAM PLATE 300/CS (2)			73789	02/07/2023	230499		31.90
	001-170-511 / 2PLY DINNER NAPKIN 150/CT (3)			73789	02/07/2023	230499		10.47
	001-161-559 / TOOTSIE FROOTIES 360/CT (22)			73832	02/09/2023	230509		143.00
	001-161-559 / GUMMI BURGER 60/CT (12)			73832	02/09/2023	230509		108.00
001	MS FIRE ACADEMY	231489	02/21/2023	02/15/2023			216.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 / FF 1001-I-II: DODGEN, ETHAN			29957	02/06/2023	230294		216.00
001	MURRAY'S NURSERY	231490	02/21/2023	02/15/2023			375.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-520 / 3GAL DISTYLIUM VNTG JADE (30)			9959	02/08/2023	230508		375.00
001	GULF HYDRAULICS & PNEUMATICS INC	231491	02/21/2023	02/15/2023			305.65	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-638 / CYLINDER REPAIR KIT			183968	01/31/2023	230461		45.65
	001-161-638 / 11-LBR (3)			183968	01/31/2023	230461		255.00
	001-161-638 / MISC SUPPLIES			183968	01/31/2023	230461		5.00
001	GULF COAST ARMY NAVY STORE	231493	02/21/2023	02/15/2023			84.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-535 / BOOTS: SHIELDS, ALYSSA			484794	02/10/2023	230516		84.95
001	HENZE ENTERPRISES INC	231495	02/21/2023	02/15/2023			250.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-634 / 25CY FILL SAND: GM PLAYGROUND			31745	01/31/2023	230423		250.00
001	O'REILLY AUTO PARTS	231497	02/21/2023	02/15/2023			4,199.99	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-702 / REFRIGERANT HANDLING SYSTEM			1978260665	01/28/2023	221265		4,199.99

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001	DIXIE GLASS MS GULF COAST	231498	02/21/2023	02/15/2023			390.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-638 NEW WINDSHIELD: 2003 C2500			I053429	02/14/2023	230521		100.00
	001-161-638 WALK IN LABOR			I053429	02/14/2023	230521		250.00
	001-161-638 ADHESIVE			I053429	02/14/2023	230521		40.00
001	SUN HERALD	231499	02/21/2023	02/15/2023			142.92	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-615 BID AD: SWR MAIN REHAB			175325	01/31/2023	230326		142.92
001	CUPIT SIGNS OF MISSISSIPPI INC	231501	02/21/2023	02/15/2023			71.96	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-615 SIGN (4): GROUNDBREAKING			35215B	02/07/2023	230504		71.96
001	GRAFIX SHOPPE	231502	02/21/2023	02/15/2023			446.06	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-570 HARLEY GRAPHIC KIT (2)			148889	01/31/2023	230456		420.00
	001-100-570 SHIPPING			148889	01/31/2023	230456		26.06
001	AYERS DISTRIBUTING CO	231503	02/21/2023	02/15/2023			1,015.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-513 1000/CS CANDY FILLED EGGS(7)			1226	01/19/2023	230432		1,015.00
001	PUBLIC SAFETY ACADEMICS AND CONSULTING	231504	02/21/2023	02/15/2023			300.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-681 CRITICAL INCIDENT CRS: WERNER			10186	02/10/2023	230517		300.00
001	GOLDLINE TRAINING	231509	02/21/2023	02/15/2023			300.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-681 NECI BOMB THRT CALLS: MCLENDON			02102023	02/10/2023	230518		150.00
	001-100-681 NECI BOMB THRT CALLS: WORTH			02102023	02/10/2023	230518		150.00
001	PREMIER TURF-GULF COAST LLC	231511	02/21/2023	02/15/2023			6,200.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-503 INST BACKSTOP NET(4): BUDDY D			1041	01/03/2023	230217		6,200.00
001	CANNON PAF LLC	231513	02/21/2023	02/15/2023			59.42	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-638 GRILLE (2): FD CHIEF			244749	01/12/2023	230356		59.42
001	SUNBELT RENTALS INC	231514	02/21/2023	02/15/2023			1,523.04	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-634 RENT 45' ART MANLIFT: BUDDY D			135642034	02/09/2023	230397		1,523.04
001	PERKINS TIRE & POLARIS	231515	02/21/2023	02/15/2023			467.68	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-639 ST 205/75-15 GDY ENDURANCE (4)			56247	01/10/2023	230408		375.88
	001-205-639 INSTALLATION FEES			56247	01/10/2023	230408		87.80
	001-205-639 STATE FEE			56247	01/10/2023	230408		4.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUDIOWAVE INC	231517	02/21/2023	02/15/2023			7,635.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-638	CK LIGHTS & CAMERA: U# 58	A56229	02/01/2023	230463	105.00
001-100-799	DS-PAN -432 DOCKING STN (3)	A55790	02/08/2023	221110	3,150.00
001-100-799	PKG PSM 3006 POWER SUPPLY (3)	A55790	02/08/2023	221110	2,100.00
001-100-799	CHARGE GUARD (3)	A55790	02/08/2023	221110	285.00
001-100-698	LABOR: INSTL EQUIP U#13634	A55682	11/09/2022	221233	1,835.00
001-100-698	SHOP SUPPLIES	A55682	11/09/2022	221233	160.00

FUND TOTAL 1 Claims to Checks 59 Total 96,805.17 Manual Held Total 96,805.17

TLM GLMCLM17 02/17/2023 11:01 CURRENT FY 2023

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
003	PRECISION DOOR SERVICE	231512	02/21/2023	02/15/2023			2,632.96	

Account Number	Description	Invoice #	Date	P.O.	Amount
003-460-721	3" COMM ROLLER NYLON (64)	58376032	02/08/2023	230443	1,408.00
003-460-721	COMMERCIAL TUNE UP SP (4)	58376032	02/08/2023	230443	999.96
003-460-721	COMMERCIAL SERV FEE: WFD	58376032	02/08/2023	230443	225.00

FUND TOTAL 3 Claims to Checks 1 Total 2,632.96 Manual Held Total 2,632.96

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	GULF BREEZE CONSTRUCTION INC	231484	02/21/2023	02/15/2023			77,453.18	_____
	Account Number 130-130-770	Description CONSTRUCTION 21.49%		Invoice # 9B	Date 02/08/2023	P.O.	Amount	77,453.18

FUND TOTAL 130 Claims to Checks 1 Total 77,453.18 Manual Held Total 77,453.18

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Release date from 02/21/2023 thru 02/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	GALLS LLC	231486	02/21/2023	02/15/2023			646.20	

Account Number	Description	Invoice #	Date	P.O.	Amount
156-100-799	TACTICAL BACKPACK KIT	023530430	02/11/2023	220752	646.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	MID SOUTH UNIFORM & SUPPLY INC	231488	02/21/2023	02/15/2023			2,055.12	

Account Number	Description	Invoice #	Date	P.O.	Amount
156-100-799	SENTRY SS SHIRT WHT	635721	01/11/2023	230300	55.79
156-100-799	SENTRY SS SHIRT NVY (3)	635721	01/11/2023	230300	167.37
156-100-799	SENTRY LS SHIRT WHT	635721	01/11/2023	230300	59.36
156-100-799	SENTRY LS SHIRT NVY	635721	01/11/2023	230300	59.36
156-100-799	PANT SENTRY NVY (4)	635721	01/11/2023	230300	218.84
156-100-799	NVY 1" BRAID (10)	635721	01/11/2023	230300	45.00
156-100-799	BRAID OLD GOLD (10)	635721	01/11/2023	230300	47.50
156-100-799	SENTRY SS SHIRT WHT	635721	01/11/2023	230300	55.79
156-100-799	SENTRY SS SHIRT NVY (3)	635721	01/11/2023	230300	167.37
156-100-799	SENTRY LS SHIRT NVY	635721	01/11/2023	230300	59.36
156-100-799	SENTRY LS SHIRT WHT	635721	01/11/2023	230300	59.36
156-100-799	PANT SENTRY NVY (3)	635721	01/11/2023	230300	164.13
156-100-799	SENTRY SS SHIRT NVY (3)	635721	01/11/2023	230300	167.37
156-100-799	SENTRY SS SHIRT WHT	635721	01/11/2023	230300	55.79
156-100-799	SENTRY LS SHIRT NVY	635721	01/11/2023	230300	59.36
156-100-799	SENTRY LS SHIRT WHT	635721	01/11/2023	230300	59.36
156-100-799	SENTRY SS SHIRT NVY (3)	635721	01/11/2023	230300	167.37
156-100-799	SENTRY SS SHIRT WHT	635721	01/11/2023	230300	55.79
156-100-799	SENTRY LS SHIRT WHT	635721	01/11/2023	230300	59.36
156-100-799	SENTRY LS SHIRT NVY	635721	01/11/2023	230300	59.36
156-100-799	PANT SENTRY NVY (3)	635721	01/11/2023	230300	164.13
156-100-799	SEW ON PATCHES PER SPEC (48)	635721	01/11/2023	230300	48.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	SOLAR CONTROL INC	231505	02/21/2023	02/15/2023			870.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
156-100-799	WINDOW TINT/STRIP: U #18409	020223	02/02/2023	230500	290.00
156-100-799	WINDOW TINT/STRIP: U #12803	020223	02/02/2023	230500	290.00
156-100-799	WINDOW TINT/STRIP: U #18407	020223	02/02/2023	230500	290.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	COURTESY MOTORS INC	231508	02/21/2023	02/15/2023			141,705.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
156-100-799	2023 FORD F150 BLACK: #22803	70224	01/30/2023	230458	47,235.00
156-100-799	2023 FORD F150 C GRAY: #08407	70222	01/30/2023	230458	47,235.00
156-100-799	2023 FORD F150 SILVER: #08409	70225	01/30/2023	230458	47,235.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	AUDIOWAVE INC	231518	02/21/2023	02/15/2023			488.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
156-100-799	LABOR: INST 6 BLUE LEDS (2)	A56123	02/06/2023	230354	400.00
156-100-799	PMP 15 DEGREE BRACKET (4)	A56123	02/06/2023	230354	48.00
156-100-799	SHOP SUPPLIES: HARLEYS	A56123	02/06/2023	230354	40.00

FUND TOTAL 156 Claims to Checks 5 Total 145,764.32 Manual Held Total 145,764.32

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	GRAND VIEW SECURITY LLC	231506	02/21/2023	02/15/2023			31,018.05	

Account Number	Description	Invoice #	Date	P.O.	Amount
171-176-779	ALUMINUM GATE 6X10	2206081247	02/01/2023	221366	5,600.00
171-176-779	GTO GATE LOCK	2206081247	02/01/2023	221366	325.00
171-176-779	GATE ACCESS CARDS (100)	2206081247	02/01/2023	221366	225.00
171-176-779	LM 811LM REMOTE BUTTON (75)	2206081247	02/01/2023	221366	750.00
171-176-779	GATE ENTRY SYSTEM	2206081247	02/01/2023	221366	5,500.00
171-176-779	UPS BACKUP 350VA	2206081247	02/01/2023	221366	75.00
171-176-779	GATE OPERATOR FOUNDATION (2)	2206081247	02/01/2023	221366	700.00
171-176-779	LM SWINGGATE OPERATOR 920	2206081247	02/01/2023	221366	7,000.00
171-176-779	GATE SAFETY LOOP (3)	2206081247	02/01/2023	221366	1,650.00
171-176-779	KEYPAD POST (2)	2206081247	02/01/2023	221366	550.00
171-176-779	LM KPR2000 KEYPAD (2)	2206081247	02/01/2023	221366	500.00
171-176-779	LONG RANGE RFID READER	2206081247	02/01/2023	221366	1,300.00
171-176-779	FIRE/POLICE GATE RECEIVER	2206081247	02/01/2023	221366	325.00
171-176-779	RFID WINDSHIELD STICKER (25)	2206081247	02/01/2023	221366	162.50
171-176-779	SECURITY CAMERA NETWORK	2206081247	02/01/2023	221366	1,500.00
171-176-779	ALTELIX ENCLOSURE	2206081247	02/01/2023	221366	899.00
171-176-779	ELECTRICAL CONTRACTOR	2206081247	02/01/2023	221366	950.00
171-176-779	UNDERGROUND BORING CONTRACTOR	2206081247	02/01/2023	221366	3,006.55

FUND TOTAL 171 Claims to Checks 1 Total 31,018.05 Manual Held Total 31,018.05

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	CARDMEMBER SERVICES	231441	02/21/2023	02/13/2023			316.04	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-541 INVENTORY: SNACKS; CANDY			01112023	01/12/2023			316.04
176	A 1 TERMITE AND PEST CONTROL	231460	02/21/2023	02/14/2023			420.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-699 RENEW-CONTROL ONLY: LOG CABIN			23693	01/31/2023			240.00
	176-170-699 RENEW-CONTROL ONLY: BTH HOUSE			23692	11/24/2022			180.00
176	BAY ICE COMPANY INC	231478	02/21/2023	02/15/2023			50.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-699 JAN 2023 BOX RENTAL FEE			672605	01/01/2023			50.00
176	AD2 INC	231483	02/21/2023	02/15/2023			666.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-699 HOSTING FEE FEB 2023			3949	02/15/2023			36.50
	176-170-699 SHOPPING CART			3949	02/15/2023			268.50
	176-170-699 WEB SITE MAINT 1/15-2/14/23			3949	02/15/2023			350.00
	176-170-699 DOMAIN REG RENEWAL			3949	02/15/2023			11.95

FUND TOTAL 176 Claims to Checks 4 Total 1,452.99 Manual Held Total 1,452.99

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	231481	02/21/2023	02/15/2023			12,245.50	_____
	Account Number 355-723-763	Description CONSTR PHASE: TRMNT PLANT		Invoice # 40551	Date 02/09/2023	P.O.	Amount 12,245.50	
355	MAX FOOTE CONSTRUCTION CO LLC	231538	02/21/2023	02/17/2023			1,116,525.50	_____
	Account Number 355-723-766	Description NANOFILTRATION WTP		Invoice # 1	Date 02/03/2023	P.O.	Amount 1,116,525.50	

FUND TOTAL 355 Claims to Checks 2 Total 1,128,771.00 Manual Held Total 1,128,771.00

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
361	JLB CONTRACTORS LLC	231480	02/21/2023	02/15/2023			655,753.88	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
361-726-768	GV SWR UPGRADES	1	02/03/2023		655,753.88

FUND TOTAL 361 Claims to Checks 1 Total 655,753.88 Manual Held Total 655,753.88

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CLEARWATER SOLUTIONS LLC	231390	02/21/2023	02/06/2023			170,690.75	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-672 / FEB 2023 OPERATION FEE			GAUTIER122	02/01/2023			170,690.75
400	WASTE MANAGEMENT OF MS-GLF COAST INC	231392	02/21/2023	02/07/2023			2,730.13	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-698 / JAN 2023: TIMBERLANE ROFF			8716547688	02/01/2023			2,730.13
400	FUELMAN	231434	02/21/2023	02/09/2023			171.83	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-525 / UNL FUEL			NP63783740	02/06/2023			171.83
400	FUELMAN	231450	02/21/2023	02/14/2023			159.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-525 / UNL FUEL			NP63832213	02/13/2023			159.50
400	SOUTHERN LINC	231452	02/21/2023	02/14/2023			86.72	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 / FEB 2023 SERV CHGS			143277	02/01/2023			80.00
	400-650-698 / TAXES/FEES			143277	02/01/2023			6.72
400	HENZE ENTERPRISES INC	231455	02/21/2023	02/14/2023			880.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-683 / 8CY FILL DIRT: CW WEBB			31753	02/01/2023			80.00
	400-651-585 / 8CY TOPSOIL: SEWER REPAIR			31753	02/01/2023			120.00
	400-651-683 / 4TN RAP: SEACLIFFE DRAINAGE			31753	02/01/2023			160.00
	400-651-683 / 4CY FILL DIRT: SEACLIFFE			31753	02/01/2023			40.00
	400-651-683 / 32CY FILL DIRT: A DEL PINAR			31753	02/01/2023			320.00
	400-651-683 / 4CY FILL DIRT: NORTH FD			31753	02/01/2023			40.00
	400-651-683 / 8CY TOPSOIL: DRAINAGE PROJS			31753	02/01/2023			120.00
400	MISSION COMMUNICATIONS LLC	231456	02/21/2023	02/14/2023			7,535.27	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-698 / RENEWAL: ION PLANT 15MIS16089			1072925	02/07/2023			641.40
	400-651-698 / RENEWAL: ION PLANT 16MIS18643			1072925	02/07/2023			581.40
	400-651-698 / RENEWAL: NEW TANK 20MIS28179			1072925	02/07/2023			563.40
	400-651-698 / RENEWAL: CH WELL 22MIS33916			1072925	02/07/2023			516.47
	400-651-698 / RENEWAL: LARK WELLS 1 & 6			1072925	02/07/2023			581.40
	400-651-698 / RENEWAL: WESTGATE WELL 4			1072925	02/07/2023			581.40
	400-651-698 / RENEWAL: MALL TANK & WELL 7			1072925	02/07/2023			581.40
	400-651-698 / RENEWAL: OFFICE WELL 8			1072925	02/07/2023			581.40
	400-651-698 / RENEWAL: HONDURAS WELL 9			1072925	02/07/2023			581.40
	400-651-698 / RENEWAL: BEASLEY WELL 10			1072925	02/07/2023			581.40
	400-651-698 / RENEWAL: HWY57 TANK & WELL			1072925	02/07/2023			581.40
	400-651-698 / RENEWAL: MARTIN BLUFF TANK			1072925	02/07/2023			581.40
	400-651-698 / RENEWAL: CENTRAL STN TANK			1072925	02/07/2023			581.40

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	ARISTA INFORMATION SYSTEMS INC	231457	02/21/2023	02/14/2023			4,404.88	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 JAN 2023 PRINTING 2067001			0006904	01/31/2023			1,145.00
	400-650-698 JAN 2023 POSTAGE 2067001			0006904	01/31/2023			3,259.88
400	COGENT STRATEGIES LLC	231477	02/21/2023	02/15/2023			7,500.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-601 PROF FEES: 02/6/23-03/5/23			2985	02/15/2023			7,500.00
400	COG DEPOSITORY ACCOUNT	231485	02/21/2023	02/15/2023			136,272.87	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-000-104 JAN 2023 GARBAGE PMTS			01312023	01/31/2023			136,272.87
400	SOUTHERN PIPE & SUPPLY CO INC	231492	02/21/2023	02/15/2023			4,370.16	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 3/4 CTS PJ WYE (12)			694936701	01/26/2023	221096		636.24
	400-651-581 2 SCH 40 PVC SXSXS TEE (6)			694936701	01/26/2023	221096		15.06
	400-651-581 3/4 CCXCTS CORP STOP (12)			6900064-01	01/26/2023	221069		397.08
	400-651-581 1CTS PJ TEE (12)			6900064-01	01/26/2023	221069		739.44
	400-651-581 3/4 MIPXCTS CORP STOP (12)			6900064-02	02/08/2023	221069		543.36
	400-651-581 1CTS J X MTR SWL NUT BALL (12)			6900064-02	02/08/2023	221069		1,165.56
	400-651-581 1CTS PJ X PJ CPLG (12)			6900064-02	02/08/2023	221069		250.92
	400-651-581 3/4 CTS PJ X MIP CPLG (30)			6900064-02	02/08/2023	221069		622.50
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	231494	02/21/2023	02/15/2023			3,157.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 REPR 20HP MOTOR:WESTGATE WELL			45921	02/14/2023	230462		2,008.00
	400-651-581 REPL TERM BX/ADD SS DRIP CVR			45921	02/14/2023	230462		1,149.00
400	CONSOLIDATED PIPE & SUPPLY	231496	02/21/2023	02/15/2023			1,359.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-583 2 PVC BV SW (12)			3729395000	02/03/2023	230278		144.00
	400-651-583 2 SB CLAMP (3)			3729395000	02/03/2023	230278		207.00
	400-651-583 3 SB REPR CLAMP (12)			3729395000	02/03/2023	230278		1,008.00
400	SOUTHERN WATERWORKS SUPPLY INC	231500	02/21/2023	02/15/2023			255.15	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 5 GAL HYDRAULIC CEMENT (6)			93266	02/07/2023	230440		255.15
400	CORE & MAIN LP	231507	02/21/2023	02/15/2023			396.60	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-583 1-1/2 PVC SCH40 22-1/2 (12)			S284845	02/08/2023	230319		98.16
	400-651-583 1-1/2 PVC SCH40 45 HXH (12)			S284845	02/08/2023	230319		140.64
	400-651-581 2 PVC SCH40 DWV 45 HXSP (12)			S288782	02/08/2023	230341		39.24
	400-651-581 2 PVC S40 DWV 22-1/2 HXSP(12)			S288782	02/08/2023	230341		93.36
	400-651-581 1-1/2 PVC S40 DWV 45 HXH(12)			S288782	02/08/2023	230341		25.20

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	BLADES GROUP LLC	231510	02/21/2023	02/15/2023			1,263.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-585	ROCK ASPHALT 50LB BAG (62)	18040168	01/11/2023	230402	1,178.00
400-651-585	LIFTGATE FEE	18040168	01/11/2023	230402	85.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	PERKINS TIRE & POLARIS	231516	02/21/2023	02/15/2023			683.71	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-638	GOODYEAR TIRE (4): R1	56362	01/24/2023	230455	487.96
400-650-638	INSTALLATION	56362	01/24/2023	230455	95.80
400-650-638	ALIGNMENT	56362	01/24/2023	230455	99.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	231519	02/21/2023	02/15/2023			1,800.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	PRIMEX TRANSDUCER PSLT33.4 (2)	448907	01/19/2023	230431	1,200.00
400-651-584	PRIMEX TRANSDUCER PSLT33.4	449337	02/06/2023	230431	600.00

FUND TOTAL 400 Claims to Checks 18 Total 343,716.57 Manual Held Total 343,716.57

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	231381	02/21/2023	02/06/2023			107,812.98	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-693	JAN 2023 RES GARBAGE (6406)	0001284809	01/31/2023		107,812.98

FUND TOTAL 404 Claims to Checks 1 Total 107,812.98 Manual Held Total 107,812.98

Docket of Claims
Release date from 02/21/2023 thru 02/21/2023

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	59	Total	96,805.17	Manual	Held	Total	96,805.17
FUND 3	Claims	to	Checks	1	Total	2,632.96	Manual	Held	Total	2,632.96
FUND 130	Claims	to	Checks	1	Total	77,453.18	Manual	Held	Total	77,453.18
FUND 156	Claims	to	Checks	5	Total	145,764.32	Manual	Held	Total	145,764.32
FUND 171	Claims	to	Checks	1	Total	31,018.05	Manual	Held	Total	31,018.05
FUND 176	Claims	to	Checks	4	Total	1,452.99	Manual	Held	Total	1,452.99
FUND 355	Claims	to	Checks	2	Total	1,128,771.00	Manual	Held	Total	1,128,771.00
FUND 361	Claims	to	Checks	1	Total	655,753.88	Manual	Held	Total	655,753.88
FUND 400	Claims	to	Checks	18	Total	343,716.57	Manual	Held	Total	343,716.57
FUND 404	Claims	to	Checks	1	Total	107,812.98	Manual	Held	Total	107,812.98
	Total for all Funds		Checks	93	Total	2,591,181.10	Manual	Held	Total	2,591,181.10

Mayor Vaughan requested to pull consent agenda item 5 for further discussion. Councilman Jackson requested to pull consent agenda items 11, 12, and 13 for further discussion.

Councilman Gollott made the motion to approve consent agenda items 1-4, and 6-10, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 209-2023

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-4 and 6-10 are hereby approved.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

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

ORDER NUMBER 210-2023

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 February 7, 2023 are hereby approved.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

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

ORDER NUMBER 211-2023

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 January 2023 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 **Councilman Gollott,** seconded by **Councilman George,** and the following vote was recorded:

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

		City of Gautier		
		Business Registry		
		Jan-23		
ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
1446	2023-09-0008058	Home Port Qwick Stop	$45.20	Delinquent
1511	2023-12-0008059	One Stop of Gautier	$44.00	Delinquent
1522	2024-01-0008060	Eklektik LLC	$20.00	Current
233	2024-01-0008061	Pyramid Homes of Gautier, LLC	$20.00	Current
1290	2024-01-0008062	T's Kitchen	$20.00	Current
816	2024-01-0008063	Bond Contracting	$20.00	Current
1520	2024-01-0008064	Hwy 90 Title Loans	$20.00	Current
1117	2024-01-0008065	Grandma Lulee's Catering	$20.00	Current
1401	2024-01-0008066	S&W Spirits LLC	$45.00	Current
1810	2024-01-0008067	MS Cardiovascular Center of Excellence	$20.00	New Business
1458	2023-12-0008068	A Towing	$22.00	Delinquent
1686	2024-01-0008069	Barbie's Bougee Closet	$20.00	Current
251	2024-01-0008070	Westside B&B	$20.00	Current
228	2024-01-0008071	Noblitt & Associates, Inc.	$20.00	Current
1811	2024-01-0008072	R&R Appliance & Repair	$20.00	New Business
1749	2024-01-0008073	Gautier Family Clinic	$95.00	Current
173	2023-12-0008074	Always Money	$22.00	Delinquent
1812	2024-01-0008075	Kral Realty	$20.00	Current
1041	2024-01-0008076	Riverside Auto Sales	$20.00	Current
189	2024-01-0008077	WGQ Home Solutions, LLC	$20.00	Current
1519	2024-01-0008078	Nail Cottage	$20.00	Current
1750		Horn Island Grill		Closed Business
236	2024-01-0008079	Roughwater Marine	$75.00	Current
1685	2024-01-0008080	AC Auto Repair Corp	$20.00	Current
1751	2024-01-0008081	Fantastica	$20.00	Current
1682	2024-01-0008082	Cornerstone Restaurant, Inc.	$90.00	Current
1404	2024-01-0008083	MK Industries, Inc.	$30.00	Current
1747		Ciara's Pet Grooming		Closed Business
1675	2023-12-0008084	Sidelines Sports Bar	$55.00	Delinquent
1521	2024-01-0008085	Blackdoor Boutique	$20.00	Current
1637	2023-12-0008086	Brass Hanger of South MS	$39.60	Delinquent
248	2024-01-0008087	The People's Bank	$20.00	Current
1758	2024-02-0008088	Garden House Brew Co.	$50.00	Current
250	2024-01-0008089	Vaughn Lauban	$20.00	Current
247	2024-01-0008090	Vaughn Lauban	$30.00	Current
1122	2024-01-0008091	Trustworthy Services, LLC	$20.00	Current
1743	2023-11-0008092	Tada Taxes	$22.20	Delinquent
309	2024-02-0008093	DJM Studio	$20.00	Current
1691	2024-01-0008094	Calming Creations, LLC	$20.00	Current
1684	2024-01-0008095	Consider It Done Home Repair	$20.00	Current
895	2024-01-0008096	Danny Beauchamp	$20.00	Current
892	2023-12-0008097	AME Enterprises, LLC	$22.00	Delinquent
		TOTAL:		
		New Business	2	
		Transient Vendor	0	
		Closed Business	2	
		Delinquent Renewals Issued	8	
		Current	30	

New Business January 2023	Business Address	Business Phone	Business Description
MS Cardiovascular Center of Excellence	2012 Hwy 90 Suite 2	228-300-3007	Medical, outpatient angiograms
R&R Appliance and Repair	1217 Iowana Dr	417-268-0262	Major home appliance repair

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

ORDER NUMBER 212-2023

WHEREAS, the Mississippi Municipality and County Water Infrastructure Grant Program Act (MCWI) was created to provide matching funds to eligible entities for making necessary investments in water, wastewater, and stormwater infrastructure; and

WHEREAS, the Mississippi Department of Environmental Quality (MDEQ) will manage the program and produce Rules and Regulations as to the administration of the program, disburse funds in accordance to the terms herein to reimburse the costs associated with the implementation of the City-wide Lift Station Upgrades Project; and

WHEREAS, this project will provide 26 existing lift stations with replacement or upgrades, such as new pumps, motors, control panels, check valves, wheel valves, rail systems, generator connections, lights, bypass connections, and permanent generators on some stations, among other improvements; and

WHEREAS, the Mayor and Council hereby find that entering the attached grant subaward agreement is in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Grant Subaward Agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program for funding related to the Citywide Lift Station Upgrades Project is hereby approved and authorized.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 02/10/2023
Subject: Grant Subaward Agreement with Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program - Citywide Lift Station Upgrades Project

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REQUEST:
The Grants and Projects Department requests City Council authorization to enter into a grant subaward agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Citywide Lift Station Upgrades Project.

BACKGROUND:
The Mississippi Legislature and Gov. Tate Reeves created the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) to provide matching funds to eligible entities for making necessary investments in water, wastewater, and stormwater infrastructure.

The Mississippi Department of Environmental Quality (MDEQ) will manage this program. MDEQ will produce Rules and Regulations as to the administration of the program, disburse funds in accordance with the terms herein to reimburse the costs associated with the implementation of the Citywide Lift Station Upgrades Project.

The Jackson County Board of Supervisors has also pledged County ARPA funds to assist with the project.

DISCUSSION:
This project will provide 26 existing lift stations with replacement or upgrades, such as new pumps, motors, control panels, check valves, wheel valves, rail systems, generator connections, lights, bypass connections, and permanent generators on some stations, among other improvements.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council authorize entering into a grant subaward agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Citywide Lift Station Upgrades Project.

City Council may:

1. Approve the grant subaward agreement, as presented; or
2. Not approve the grant subaward agreement, as presented.

ATTACHMENTS:
1. ARPA Subaward 331-1-CW-5.5

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

STATE OF MISSISSIPPI **MDEQ AGREEMENT NO. 331-1-CW-5.5**
COUNTY OF HINDS

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ"), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gautier, UEI Number: NNHKF6JZHN65 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure ("MCWI") Grant Program (the "Program") as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the MCWI Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT's implementation of the project entitled "Citywide Lift Station Upgrades" (the "Project").

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT's existing wastewater facility. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment "A", Scope of Work (the "Work").

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury's regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or

regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. PERIOD OF PERFORMANCE

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. CONSIDERATION AND PAYMENT

A. *Project Cost.* The total Project cost shall not exceed **$3,000,000.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **$1,430,700.00**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **$715,350.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **$715,350.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **$138,600.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **$120,000.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Four Hundred-Thirty Thousand Seven Hundred Dollars and Zero Cents ($1,430,700.00)** (the "Maximum Amount").

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT's expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at https://www.mswaterinfrastructure.com. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. AMENDMENTS OR MODIFICATION

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. PROGRESS REPORTS

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

REPORTING PERIOD	DEADLINE
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. FAILURE TO TIMELY PERFORM

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such

documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment "B" and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments "A" and "C" attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the *Social Security Act* (42 U.S.C. § 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2) and Mississippi Senate Bill No. 2822, entitled the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022, Regular Session 2022 (April 26, 2022).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled "Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program."

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.*[1]

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. REPRESENTATION REGARDING CONTINGENT FEES

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

[1] https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf.

17. REPRESENTATION REGARDING GRATUITIES

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 ("UG"), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview" found at https://www.mswaterinfrastructue.com.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT's responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.[2]

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under Mississippi Senate Bill 2822 of the 2022 Legislative Session.[3]

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under by the Regulations promulgated by MDEQ.[4]

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work

[2] https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf
[3] https://mswaterinfrastructure.com/wp-content/uploads/2022/06/Mississippi-Senate-Bill-2822.pdf
[4] https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Regulations-Final.pdf

stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

i. cancel the stop work order; or

ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and

ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible

after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

(1) The nature of the additional requirements;
(2) The reason why the additional requirements are being imposed;
(3) The nature of the action needed to remove the additional requirement, if applicable;
(4) The time allowed for completing the actions if applicable; and
(5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

(1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
(2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
(3) More frequent monitoring by MDEQ; and/or
(4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

(1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
(2) Disallowing payments to SUBRECIPIENT; and/or
(3) Requiring repayment for disallowed cost items; and/or
(4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

(1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
(2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
(3) Terminate funding to SUBRECIPIENT in the current year; and/or
(4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State.

As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration's independent agency Agreement website for public access at https://www.transparency.mississippi.gov. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT's choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any

way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements,

irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and

regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars ($5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ

Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
If to SUBRECIPIENT:	Attention: Paula Yancey 3330 Hwy. 90 Gautier, MS 39553 Phone: (228) 219-8016 E-mail: pyancey@gautier-ms.gov

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

_____
Chris Wells
Executive Director

_____
Date

CITY OF GAUTIER

_____
Paula Yancey
Signature of Authorized Representative

_____
Paula Yancey
Printed Name

_____
Title

_____
Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Citywide Lift Station Upgrades

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

Scope of work for the Project is the rehabilitation/upgrade of twenty-six lift stations.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;

b. On or about March 3, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;

c. On or about March 23, 2023, advertise each construction contract for bids;

d. On or about April 20, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;

f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);

g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;

h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;

i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;

j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;

k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;

l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;

m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at https://www.mswaterinfrastructure.com.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.

2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.

3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.

4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.

5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C
SUBAWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

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

ORDER NUMBER 213-2023

WHEREAS, the Mississippi Municipality and County Water Infrastructure Grant Program Act (MCWI) was created to provide matching funds to eligible entities for making necessary investments in water, wastewater, and stormwater infrastructure; and

WHEREAS, the Mississippi Department of Environmental Quality (MDEQ) will manage the program and produce Rules and Regulations as to the administration of the program, disburse funds in accordance to the terms herein to reimburse the costs associated with the implementation of the Citywide Lift Station Upgrades Project; and

WHEREAS, this project will provide CCTV, smoke testing, and manhole inspections followed by repair, replacement, or lining of sanitary sewer lines or manholes that will decrease the inflow and infiltration in most problem areas; and

WHEREAS, the Jackson County Board of Supervisors have pledged County ARPA funds to assist with the project; and

WHEREAS, the Mayor and Council hereby find that entering the attached grant subaward agreement is in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Grant Subaward Agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program for funding related to the Sanitary Sewer Mains Rehabilitation – College Park, Guillotteville Road, and Valleywood Subdivisions Project is hereby approved and authorized.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Brenda Greco, Project Specialist
Date:	02/10/2023
Subject:	Grant Subaward Agreement with Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program – Sanitary Sewer Mains Rehabilitation – College Park, Guillotteville Road, and Valleywood Subdivisions

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REQUEST:
The Grants and Projects Department requests City Council authorization to enter into a grant subaward agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Sanitary Sewer Mains Rehabilitation – College Park, Guillotteville Road, and Valleywood Subdivisions Project.

BACKGROUND:
The Mississippi Legislature and Gov. Tate Reeves created the Mississippi Municipality & County Water Infrastructure Grant Program Act (MCWI) to provide matching funds to eligible entities for making necessary investments in water, wastewater, and stormwater infrastructure.

The Mississippi Department of Environmental Quality (MDEQ) will manage this program. MDEQ will produce Rules and Regulations as to the administration of the program, disburse funds in accordance with the terms herein to reimburse the costs associated with the implementation of the Sanitary Sewer Mains Rehabilitation.

The Jackson County Board of Supervisors has also pledged County ARPA funds to assist with the project.

DISCUSSION:
This project will provide CCTV (closed circuit television video), smoke testing, and manhole inspections followed by repair, replacement, or lining of sanitary sewer lines or manholes that will decrease the inflow and infiltration in most problem areas.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council authorize entering into a grant subaward agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Sanitary Sewer Mains Rehabilitation - College Park, Guillotteville Road, and Valleywood Subdivisions Project.

City Council may:

1. Approve the grant subaward agreement, as presented; or
2. Not approve the grant subaward agreement, as presented.

ATTACHMENTS:
1. ARPA Subaward 337-1-CW-5.5

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

STATE OF MISSISSIPPI **MDEQ AGREEMENT NO. 337-1-CW-5.5**
COUNTY OF HINDS

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this "Agreement") between the Mississippi Department of Environmental Quality ("MDEQ"), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gautier, UEI Number: NNHKF6JZHN65 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure ("MCWI") Grant Program (the "Program") as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the MCWI Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 ("ARPA"), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT's implementation of the project entitled "Sanitary Sewer Mains Rehabilitation -- College Park, Guilotteville Road, and Valleywood Subdivisions" (the "Project").

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT's existing wastewater infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment "A", Scope of Work (the "Work").

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury's regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget

("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **$1,500,016.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **$625,008.00**;

ii. The Local Fiscal Recovery Funds ("LFRF") received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **$312,504.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **$312,504.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match ("Other Funds") shall not exceed **$250,000.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **$60,000.64**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Six Hundred Twenty-Five Thousand Eight Dollars and Zero Cents ($625,008.00)** (the "Maximum Amount").

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT's expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at https://www.mswaterinfrastructure.com. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. AMENDMENTS OR MODIFICATION

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. PROGRESS REPORTS

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

REPORTING PERIOD	DEADLINE
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. FAILURE TO TIMELY PERFORM

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such

documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of "Protected Personally Identifiable Information" ("Protected PII") as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment "B" and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as "Contractor", "Contracted Party", or "Contracted Parties". In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments "A" and "C" attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the *Social Security Act* (42 U.S.C. § 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2) and Mississippi Senate Bill No. 2822, entitled the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022, Regular Session 2022 (April 26, 2022).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled "Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program."

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.*[1]

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. REPRESENTATION REGARDING CONTINGENT FEES

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

[1] https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf.

17. REPRESENTATION REGARDING GRATUITIES

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 ("UG"), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview" found at https://www.mswaterinfrastructue.com.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT's responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.[2]

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under Mississippi Senate Bill 2822 of the 2022 Legislative Session.[3]

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under by the Regulations promulgated by MDEQ.[4]

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work

[2] https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf
[3] https://mswaterinfrastructure.com/wp-content/uploads/2022/06/Mississippi-Senate-Bill-2822.pdf
[4] https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Regulations-Final.pdf

stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

i. cancel the stop work order; or

ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and

ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT's performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT's performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible

after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

(1) The nature of the additional requirements;
(2) The reason why the additional requirements are being imposed;
(3) The nature of the action needed to remove the additional requirement, if applicable;
(4) The time allowed for completing the actions if applicable; and
(5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

(1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
(2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
(3) More frequent monitoring by MDEQ; and/or
(4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

(1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
(2) Disallowing payments to SUBRECIPIENT; and/or
(3) Requiring repayment for disallowed cost items; and/or
(4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

(1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
(2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
(3) Terminate funding to SUBRECIPIENT in the current year; and/or
(4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq*. The term "employee" as used herein means any person that is hired to perform work within the State.

As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983" and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration's independent agency Agreement website for public access at https://www.transparency.mississippi.gov. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT's choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. DISPUTES

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. ANTI-ASSIGNMENT/CONTRACTING

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any

way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. DEBARMENT AND SUSPENSION

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. FAILURE TO ENFORCE

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements,

irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and

regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars ($5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ

Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
If to SUBRECIPIENT:	Attention: Paula Yancey 3330 Hwy, 90 Gautier, MS 39553 Phone: (228) 219-8016 E-mail: pyancey@gautier-ms.gov

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

_____
Chris Wells
Executive Director

_____
Date

CITY OF GAUTIER

_____
Paula Yancey
Signature of Authorized Representative

_____
Paula Yancey
Printed Name

_____
Title

_____
Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Sanitary Sewer Mains Rehabilitation -- College Park, Guilotteville Road, and Valleywood Subdivisions

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

> Scope of work for the Project includes of CCTV, smoke testing, and manhole inspections followed by repair, replacement, or lining of sanitary sewer lines or manholes.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ https://www.mswaterinfrastructure.com web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;

b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;

c. By February 7, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

d. No later than 60 days after receipt of bids on each construction contract, execute construction contract;

e. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);

f. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;

g. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;

h. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;

i. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;

j. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;

k. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;

l. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at https://www.mswaterinfrastructure.com.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.

2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.

3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.

4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.

5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C
SUBAWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

A. Contracted Party has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and

C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

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

ORDER NUMBER 214-2023

WHEREAS, the Recreation Department has received several requests from travel teams needing a place to hold practices; and

WHEREAS, to that end, Staff recommends the City enter into the attached non-exclusive facility use agreement with P360 Performance Sports in order for teams to hold practices on a routine basis at Buddy Davis Park; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Non-Exclusive Facility Agreement with P360 Performance Sports for Buddy Davis Park is hereby approved.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 02/14/2023
Subject: Approval of a Non-Exclusive Use Agreement for Buddy Davis Park

---

REQUEST:
The Parks and Recreation Director request the approval of a non-exclusive use agreement for the City of Gautier Youth Baseball and Softball Fields including adjacent facilities at Buddy Davis Park with P360 Performance Sports.

BACKGROUND:
The recreation department has received several requests from travel teams needing a place to hold practices. To better coordinate the use of fields, it will be beneficial to the recreation department to enter into a facility use agreement and require teams to provide a Certificate of Liability and list the city as the certificate holder so teams can hold practices on a routine basis. The practices will not affect the recreation department's activities.

DISCUSSION:
The City will grant P360 Performance Sports a non-exclusive right to use playing fields and restrooms located at Buddy Davis Park. Dates and times will be determined by the Recreation Director and the authorized representative of P360 Performance Sports and are subject to the terms and conditions set forth in the agreement, in addition to the rules and regulations governing the City's recreational facilities. P360 Performance Sports will compensate the city at a rate of $300 per team to include 1-2 practices weekly beginning February-July.

RECOMMENDATION:
The Recreation Director recommends that City Council approve the Facility Use Agreement for Buddy Davis Park with P360 Sports.

The City Council may:
1. Approve the Facility Use Agreement for Buddy Davis Park with P360 Sports. or;
2. Not approve the Facility Use Agreement for Buddy Davis Park with P360 Sports.

ATTACHMENTS:
1. Facility Use Agreement Team Practice-P360 Sports

CITY OF GAUTIER
3330 HIGHWAY 90
GAUTIER, MS 39553
(228) 497-8000 FAX (228) 497-8028
MON – FRI 8:00AM - 5:00PM

NON-EXCLUSIVE USE AGREEMENT FOR THE CITY OF GAUTIER YOUTH BASEBALL AND SOFTBALL FIELDS INCLUDING ADJACENT FACILITIES

This Non-Exclusive Use Agreement (hereinafter "Agreement") made and entered into this date by and between the City of Gautier, (hereinafter referred to as "City") and _____ (President), on behalf of the _____ (hereinafter referred to as "User" or "League")

WITNESSETH:

For and in consideration of the mutual terms and conditions hereinafter set forth, City does hereby agree to allow the non-exclusive use of the above Ballfields and Complex for the _____ (Year):

Team Name, Field Number, Day of the Week.

1. Premises:

The City grants unto the User the non-exclusive right to use playing fields and restrooms located at Buddy Davis Park. Dates and times will be determined by the Recreation Director and the authorized representative with P360 Performance Sports and is subject to the terms and conditions hereinafter set forth, in addition to the rules and regulations governing the City's Recreational facilities. P360 Performance Sports will compensate the city at a rate of $300 per team to include 1-2 practices weekly beginning February-July.

2. Use and Possession:

A. User shall use the Facilities for the purpose of conducting League practices only.

B. No other use is authorized without the written approval of the City Recreation Department.

C. Under the terms of the Agreement, the User is and shall be at all times be an independent operator responsible to all parties for all its acts or omissions.

D. The City and/or its designated agents shall have the right to enter and inspect the Facilities at all times.

3. Repairs:

A. User shall immediately report to the Parks & Recreation Department any and all repairs needed on restrooms and playing fields.

B. City shall mow, weed eat the fields, and provide facilities maintenance.

C. Any leaks, stoppage of toilets or any other maintenance issue that needs immediate attention must be immediately reported to the Recreation Department. The League or any of its managers or Coaches shall not let maintenance issues go unreported when observed. The League shall be responsible for appointing someone to check the restrooms at the end of the night of practice prior to leaving.

4. Fields:

A. User shall manage the use of the fields in a reasonable and prudent manner to ensure maximum safety.

B. User shall be responsible for inspection of the fields for safety prior to use and or shall be responsible insuring no unsafe objects are on top of the fields prior to use.

C. User will pick up litter and keep area clean within the complex. (Note: grass will not be cut if litter is on the ground).

5. Complex Rules:

A. No alcoholic beverages allowed on property; zero tolerance.

B. No tobacco products allowed within fenced facilities; zero tolerance.

C. No weapons or guns allowed on property; zero tolerance (Section 8.C. shall not apply to any law enforcement officer).

D. No golfing of any kind.

E. No unauthorized vehicles allowed inside gate unless written permission is obtained from the Recreation Department.

F. Coaches/Managers are responsible for their team practice/training sessions. Coaches/Managers are responsible for cleaning up after every practice. Picking up trash, empty drink containers, etc. are included in these responsibilities. Trash generated by the League must be placed in trash can receptacles.

G. All Coaches/Managers/Teams using complex after dusk are responsible for turning off lights before leaving. The League is required to lock and secure the restrooms after conclusion of use each night.

H. All complexes close at 10:00 p.m. Anyone on property after this time, unless authorized, will be considered trespassing.

6. League Requirements:

A. It shall be the responsibility of all leagues officers to inform the Recreation Department of all problems occurring on the premises.

B. The League must submit a written plan to the Recreation Department for approval in advance of any event at which the League desires to charge admission to attendees. No admission fees will be allowed without prior written approval of the Recreation Department.

C. The League shall observe, obey and comply with all rules and regulations adopted by the City and all laws, ordinances and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the League's operations under this Agreement.

7. Documentation Requirements:

A. User shall provide to the Parks and Recreation Department a copy of their Liability Insurance Certificate with the CITY OF GAUTIER, 3330 HIGHWAY 90, GAUTIER, MS 39553, listed as additional insured. If proof of insurance is not submitted prior to the first practice of the season, practice or games will not be permitted until proof of insurance is received. **NO EXCEPTIONS.**

8. Hold Harmless:

A. User will indemnify, defend, and hold the City of Gautier harmless from any and all liability, loss damage, costs expenses, including, without limitation, attorneys' fees, on account of injury or damage to persons, firms or corporations or to property directly or indirectly arising out of or relating to this agreement, the performance or breach thereof, or the use or occupancy of the Facilities, the parking area or other areas of the Facilities by the User or its agents, servants, employees, exhibitors, independent contractors, patrons, guests or invitees. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities, including sovereign immunity as provided by laws as set forth in Miss. Code Ann. § 11-46-1, et seq.

IN WITNESS WHEREOF, the Owner and User have executed this Agreement on the_____ day of _____, _____.

USER:

CITY OF GAUTIER

_____

_____
CITY MANAGER

_____
PRINT NAME AND TITLE

_____
PRINT NAME

_____
PRINT LEAGUE NAME

SEASON :_____(YEAR)

LEAGUE PRESIDENT: _____

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

ORDER NUMBER 215-2023

WHEREAS, the Mississippi Gulf Coast Community College has requested from the City the use of two (2) portable lights for the JC Hispanic American Club's Family Fiesta Night from March 6, 2023 through March 8, 2023 for security purposes; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by Mississippi Gulf Coast College for the use of two (2) portable lights for the JC Hispanic American Club's Family Fiesta Night from March 6, 2023 through March 8, 2023 for security purposes is hereby approved.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Chassity Bilbo, Recreation Director
Date:	02/14/2023
Subject:	Approval of a request from Mississippi Gulf Coast Community College for the use of two portable lights

---

REQUEST:
The Recreation Department received a request from Mississippi Gulf Coast Community College for the use of two portable lights for a period of no more than three days beginning on March 6th and ending March 8th. for the purpose of providing lighting for security purposes during the JC Hispanic American Club – Family Fiesta Night.

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

DISCUSSION:
In an effort to have a safe event for the community, Mississippi Gulf Coast Community College is in need of additional lighting for security purposes during the JC Hispanic American Club – Family Fiesta Night.

RECOMMENDATION:

ATTACHMENTS:
1. MGCCC- Light Plant Request-JC Hispanic American Club - Family Fiesta Night

From:	Charles Houston
To:	Chassity Bilbo
Subject:	FW: JC Hispanic American Club - Family Fiesta Night
Date:	Tuesday, February 14, 2023 1:55:05 PM
Attachments:	image001.png image002.png JCHAC Family Fiesta Night_Gym Area_3.7.23.docx Family Fiesta Night Event Map.pdf

---

Ms. Bilbo,

The college is planning an event for March 7th, 2023 from 4-8pm. Could we get two of the portable light units like we borrow for the fall festival for that night in March? They could be brought over on the 6th or the morning of the 7th so we can prepare for the event if that's possible. Please let me know if this can be done, and let me know if you have any questions.

Thanks,

MGCCC
Mississippi Gulf Coast Community College

Cary Houston, MCJA
Chief of Police
Jackson County Campus
PO Box 100
2300 US HWY 90
Gautier, MS 39553
228-497-7697 Office
228-218-0024 Campus Police Cell
cary.houston@mgccc.edu

From: Leann Ibarra <leann.ibarra@mgccc.edu>
Sent: Thursday, January 26, 2023 9:41 AM
To: Charles Houston <cary.houston@mgccc.edu>
Cc: Michelle Sekul <michelle.sekul@mgccc.edu>; Leann Ibarra <leann.ibarra@mgccc.edu>; Brandi Martino <brandi.martino@mgccc.edu>; Monica Pascual <mpascua1@mgccc.edu>
Subject: JC Hispanic American Club - Family Fiesta Night

Hey Chief, we are planning to have a night event on Tuesday, March 7 from 4 pm-8 pm in the Gym Parking Lot area.
Attached is the flyer and event layout.

We wanted to know if it was possible to get two of those big lights from the city to have for the event? Like the ones, we use for Fall Festival.

Also, would it be possible to have an officer in this area to help guide/direct traffic?
We are not sure how many people to expect for this event. (50-100 people)

If you have any questions, please let me know. We can meet and discuss any details if needed.

Thank you,
LeAnn

MGCCC
Mississippi Gulf Coast Community College
LeAnn Ibarra
Administrative Assistant to the Dean of Student Services
JC Hispanic American Club Advisor
Jackson County Campus
P.O. Box 100
Gautier, MS 39553
228-497-7646
leann.ibarra@mgccc.edu

From:	Charles Houston
To:	Chassity Bilbo
Subject:	FW: JC Hispanic American Club - Family Fiesta Night
Date:	Tuesday, February 14, 2023 1:55:05 PM
Attachments:	image001.png image002.png JCHAC Family Fiesta Night_Gym Area_3.7.23.docx Family Fiesta Night Event Map.pdf

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Ms. Bilbo,

The college is planning an event for March 7th, 2023 from 4-8pm. Could we get two of the portable light units like we borrow for the fall festival for that night in March? They could be brought over on the 6th or the morning of the 7th so we can prepare for the event if that's possible. Please let me know if this can be done, and let me know if you have any questions.

Thanks,

MGCCC
Mississippi Gulf Coast Community College

Cary Houston, MCJA
Chief of Police
Jackson County Campus
PO Box 100
2300 US HWY 90
Gautier, MS 39553
228-497-7697 Office
228-218-0024 Campus Police Cell
cary.houston@mgccc.edu

From: Leann Ibarra <leann.ibarra@mgccc.edu>
Sent: Thursday, January 26, 2023 9:41 AM
To: Charles Houston <cary.houston@mgccc.edu>
Cc: Michelle Sekul <michelle.sekul@mgccc.edu>; Leann Ibarra <leann.ibarra@mgccc.edu>; Brandi Martino <brandi.martino@mgccc.edu>; Monica Pascual <mpascua1@mgccc.edu>
Subject: JC Hispanic American Club - Family Fiesta Night

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

ORDER NUMBER 216-2023

WHEREAS, the Gautier Police Department currently utilizes an outdated system for maintaining the department's standard operating procedures in the form of PDFs, which makes it difficult for officers to access the latest department policies and track changes to policies; and

WHEREAS, policy software will allow web-based access to policies and track changes, in addition, having policy software will help the departments process of becoming an accredited law enforcement agency; and

WHEREAS, PM AM HCM offers software that will allow for cloud-based access to policies and will have the policy standards in place for Mississippi accreditation; and

WHEREAS, the cost will be $3,250.00 per year and will be paid from the department's asset forfeiture account; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that software license agreement between the Gautier Police Department and PM AM HCM is hereby approved.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Chief David Bever, Police Department

Date: February 21, 2023

Subject: Authorization to Enter into Agreement with PM AM HCM for Software Services

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REQUEST:

The Police Chief requests the City Council to authorize the Chief to enter into a software license agreement with PM AM HCM.

BACKGROUND:

The police department currently utilizes an outdated system for maintaining the department's standard operating procedures in the form of PDFs. This makes it difficult for officers to have access to the latest department policies and track changes to the policies. Policy software will allow web-based access to policies and track changes we make. In addition, having policy software will help the departments process of becoming an accredited law enforcement agency.

DISCUSSION:

PM AM HCM offers software that will allow for cloud-based access to policies. The software will also have the policy standards in place for Mississippi accreditation. The cost of this will be $3,250.00 per year and paid for out the department's asset forfeiture account.

RECOMMENDATION:

The Police Chief recommends the City Council authorize the Chief to enter into a software license agreement with PA AM HCM.

ATTACHMENT(S):

1. PM AM HCM Proposal
2. PM AM HCM Overview
3. License Agreement

PM AM HCM Proposal

prepared for Gautier Police Department

PM AM HCM (online platform) is a cloud-based Policy, Training, Test, Accreditation, Form/Survey, and Performance Appraisal management platform used by hundreds of agencies nationwide. PM AM HCM is the only platform able to meet all areas of the June 2020 Executive Order on Safe Policing – in 1 system.

PM AM HCM Academy – PM AM's robust Training library of pre-built courses on areas such as De-Escalation, Racial Profiling, and Active Assailant Response. Courses feature renown speakers such as FBI National Academy Instructor Paul Butler. Trainings are updated frequently and meet In-Service requirements in 42 states. Course List below.

Early Intervention System (WBI) – Revolutionary early intervention system to highlight at-risk employees before a policy violation, excessive use of force incident or other catastrophic event. This platform also increases employee engagement and retention, a significant cost if unaddressed. Real-time dashboards assist agencies in keeping a pulse on organization and team wellness levels.

PM AM IA/ Investigations Tool – Comprehensive platform to manage end to end workflow for Internal Affairs investigations, including complaints, investigations, disposition, follow up plans, and reporting. Details below.

Training and Support are included in the price, as is accreditation standard upload. Upon onboarding, PM AM will provide online, live training to all Administrators of the platform. PM AM also has a Support team dedicated to servicing our customers, available via phone and email during business hours M-F. There is no limit to support hours available.

The pricing below represents the cost of PM AM HCM and its add-ons. **The department can choose any or all of the add-ons.** The below price includes Training, and Ongoing Support. There is no onboarding or other fees; therefore, **the below is an all-in, annual cost for 53 Users.** Signing a multi-year contract provides discounts, as noted below:

Contract Length	PM AM HCM		Total
1-year	$4475.00		**$3,250.00**
3-year (5% Discount Included)	$12,753.00		**$12,753.00**
5-year (10% Discount Included)	$20,137.00		**$14,625.00**

Please do not disclose this information, as it is confidential. This proposal will remain valid for 45 calendar days from the date sent. Please contact us with any questions. Thank you for your consideration.

Kind Regards,
Greg Fussell
PM AM HCM Account Executive
972-441-5361 EXT 2
GregF@pmam.com

PM AM HCM Training Academy Course List:

Course Name	Length (hrs)
De-escalation: A Primer	3
Racial Profiling and Implicit Bias Recognition	4
Interacting with Persons with Mental Impairments	3
Active Assailant Response	3
Domestic Violence Investigations	2
Opioid, Fentanyl, NARCAN	1
Crisis Intervention in Law Enforcement	3
Leadership for Law Enforcement (ft. FBI NA Trainer Paul Butler)	3
Sexual Abuse and Child Sex Abuse Investigations	2
Terrorism Prevention	2
Constitutional Application	2
Use of Force	2
Interacting with Deaf and/or Hearing-Impaired Persons	2
Human Trafficking	5
Health and Wellness	5
Telecommunicators and Law Enforcement: Important Roles and Viewpoints	2

PM AM IA/ Investigations Tool:

PM AM Internal Affairs/Investigations Tool

PM AM's Internal Affairs Tool is an end-to-end software that manages the IA process. This platform requires separate login from PM AM HCM system and segregates complaints and investigations to a consolidated repository - only accessible to those who need it.

It's as if all IA Investigations are stored under lock and key in the Chief's Office.

1. **Complaints**
   Centralize Internal *and* External complaints - with intelligent features that proactively identify troubling patterns and sends alerts for review
2. **IA & Other Forms**
   Upload all necessary Forms/Investigation Assessments
3. **Initiate Investigations**
   Multiple parties provide input, with section to add additional files/videos
4. **Review Investigation**
   Centralize all inputs and documents into a single view
5. **Next Steps**
   Develop next steps and denote final evaluation (e.g. Sustained, Not Sustained)
6. **Reports**
   Run reports to pull information necessary for internal and external reporting (e.g. to state, to FBI, to other stakeholders)

PM AM HCM Platform Components

PMAM's extensive research during the evolution of our Human Capital Management Platform, (HCM), is clearly represented from a feature perspective. While we recognize the ability to adapt our platform beyond Law Enforcement, is was clearly the catalyst in our development process which has ultimately created what we believe to be the best and most affordable platform solution on the market specific to Law Enforcement today. The primary role of our HCM is maintaining critical compliance, minimizing risk and managing accreditation processes.

Below is a high level bullet-pointed description of our platform components and includes a short narrative of our intent as it applies to each component.

- **Cloud-Based Secure System Approach**
  - Eliminates internal IT maintenance efforts without the need of software loads
  - Assures upgrades and feature additions are immediately available to all users
  - PMAM currently partners with "RackSpace" a secure third party resource for cloud storage

- **Three-Tiered Focused Primary Module Menu**
  - Policy – Standards - Accreditation Module
  - Training Module and Tracking System
  - 360-degree Performance Appraisal Module

- **Policies and Standards**
  - Accreditation Standards can be loaded and reviewed as a guideline to creating effective department specific policies which also serve to detail accreditation proof requirements
  - Policy Manuals can be loaded singularly or in multiples and where applicable associated with appropriate standard/s
  - Policies can be assigned with e-signature recallable historic records maintained eliminating risk of incomplete assignments
  - Each individual maintains the ability to login with a secure password and as assignments are created, they will receive notification of the assignment as well as the date the assignment is due
  - Automated late notices are provided to the assignee, the supervisor and the administrator who assigned the task if past due
  - Many policies require annual review. The PMAM HCM allows you to create future assignment notifications via email. Set up annual automated assignment notifications today and the execution of these assignments are flawlessly executed without risk of missed deadlines

- **Accreditation Module**
  - Load standards specific to each departments accreditation program
  - Align departmental policies with the appropriate standards
  - Flagging specific verbiage within each policy will create a quick-view approach for accreditation assessors to access specific verbiage aligned to a standard and eliminate the necessity to review elongated policies to determine suitability to the standard
  - Upload proofs for assessor review and submit assessment details to accreditation body

- **Training Module**
  - Assign training and maintain a retrievable historic record of all assignment results
  - Assign annual training and certification in advance with automated emails released on a future date as required
  - Upload external training certifications and maintain all records in a historic retrievable report
  - Assign a start date and due date which automatically assigns via email to each user and maintains a full historic record of all activities ongoing.
  - The training module assignment process is the same overall as assigning policies which creates an easy to use approach at the user level.

- **Test Builder Option**
  - Building effective tests measure comprehension. The HCM allows you to build optional tests for Training assignments and also for Policy review assignments
  - Create a bank of questions
  - Randomize your questions to maintain test validity
  - Create a passing threshold score of your choice
  - Analyze your test questions over time and improve your training experience by enhancing lesson plans that align with most missed questions.
  - Requires tests to be passed according to the threshold score selected prior to being able to complete and signoff on an assignment
  - Track the number of failed attempts by individual to assist in suggesting or requiring remedial training

- **Feedback and Survey Tool**
  - Create feedback forms and cultivate a culture of cooperation through honest feedback
  - Develop and assign surveys that measure various topics of importance throughout your organization
  - Make the right organizational decisions on critical changes by measuring internal buy-in prior to executing changes.
  - Surveys can be set as anonymous or open forum

PM AM

PM AM Corporation

Human Capital Management– Master SaaS License Agreement

1. **GENERAL:** This Human Capital Management - Master SaaS License Agreement ("**Agreement**") is a legally binding agreement between the City of Gautier with its principal offices at 3330 Highway 90, Gautier MS 39553 ("**Licensee**") and **PM AM Corporation** ("**PM AM**") with its principal offices at 5430 LBJ Freeway, Suite 370, Dallas, TX 75240 and governs the terms and conditions that apply to delivery of Software as a Service ("**SaaS**") services as described in this Agreement effective as of the date set forth in Section 6 below ("**Effective Date**").

2. **BASE SERVICE:** Human Capital Management is a software application service which PM AM owns and provides via the internet ("**HCM" or "HCM Program**"). HCM is used to manage Licensee's workforce. HCM allows for managing knowledge integration, distributing and tracking policy changes, and includes a broad assortment of tools used in the performance appraisal process. The software is installed at a server at PM AM or at PM AM's election, at a third party. The service is used via internet or other data connection. Subject to the terms and conditions of this Agreement, PM AM grants to Licensee, the limited, non-exclusive, non-transferrable, and non-sublicensable right to use the HCM Program during the term of this Agreement for the sole purpose of assisting Licensee in managing Licensee's workforce, including use to manage, train, test, assess, and track Licensee's internal talent using the HCM Program and access controlled website ("**HCM Website**") for the management of Licensee's documents, records and other data ("**Licensee Data**"), which such purpose is hereinafter referred to as the "**HCM Permitted Purpose.**" Licensee may not use the HCM Program for any purpose other than the HCM Permitted Purpose or the Permitted Purpose of any Additional Program as defined in Section 3 below that is licensed hereunder to Licensee. This license covers and includes all related interfacing modules that may be used in order to interface HCM with existing onsite applications and processes.

3. **Additional Programs**. In addition, to the HCM Program, which is sometimes referred to herein as the Base Program available to all Licensees of PM AM, Licensee may elect to subscribe to one or more of the following Additional Programs by initialing or checking the space opposite the Additional Program described below and paying PM AM the applicable fee for such Additional Program as hereinafter set forth. As used herein, the term "**Additional Program**" means one or more of the following programs offered by PM AM, subject to the restrictions thereon, as more fully described in Exhibit "A" attached hereto and incorporated herein by this reference thereto, which restrictions are in addition to those set forth in this Agreement:

_____ (a) Academy Training Library Program;

_____ (b) Threat Assessment and Planning Program ("**T.A.P**" or "**T.A.P. Program**"); and

_____ (c) Workforce Behavioral Intervention Program ("**WBI**" or "**WBI Program**").

If Licensee desires to subscribe to one or more Additional Programs but inadvertently fails to initial or check the desired Additional Program in the space indicated above, Licensee shall receive the services provided by such Additional Program if (i) the provisions of this Agreement (including Section 7) clearly indicate that Licensee intended to subscribe to such Additional Program, and (ii) Licensee pays the applicable fee for such Additional Program.

4. **USE OF SERVICE**: Notwithstanding the preceding License or Licenses granted to Licensee hereunder, Licensee may not resell, license or distribute the HCM Program or any Additional Program to which Licensee has subscribed to hereunder to any third party or use the HCM Program or any Additional Program to which Licensee has subscribed to hereunder for any purpose other than the HCM Permitted Purpose or the Permitted Purpose of any Additional Program (as described in Exhibit "A" hereto) to which Licensee has subscribed or share login information and passwords relating to the such Program or Programs with any third party; provided, however, Licensee may permit its employees to access the HCM Website to use the HCM Program for the HCM Permitted Purpose by assigning such employees a user identification number and password ("**HCM Permitted Users**"). In addition, Licensee may permit the Academy Training Permitted Users, the T.A.P. Permitted Users, and the WBI Permitted Users as defined in Exhibit "A" hereto to continue to use the Academy Training Library Program, the T.A.P. Program, and the WBI Program, respectively, to the extent set forth in Exhibit "A" hereto; provided, Licensee has a valid license to use such Program.

From time to time during the term of this Agreement, PM AM may adopt and update rules pertaining to the use of the HCM Program, HCM Website and the Additional Programs. Licensee shall be bound by and observe, and Licensee shall cause its Permitted Users of such licensed Programs to observe, such updated rules in using the each such Program after receipt of a copy of such rules or after such updated rules are posted on the HCM Website.

5. LICENSE VALIDITY: This license is valid during the term of this Agreement with respect to the HCM Program and any Additional Program that Licensee has subscribed to so long as Licensee is current on service fees and has not breached any Licensee obligations contained in this Agreement.

6. TERM: The initial term of this Agreement with respect to the licensing of the HCM Program to Licensee and any Additional Program selected by Licensee pursuant to the provisions of Section 3 hereof shall be for a period of 1 Year commencing on 2/15/2023 (the "**Effective Date**") and ending on the day immediately preceding the 1 year anniversary of said commencement date ("**Initial Term Termination Date**"), subject to earlier termination as set forth herein. Upon expiration of the Initial Term on the Initial Term Termination Date, this Agreement, with respect to the licensing of both the HCM Program and the Additional Program or Programs subscribed to by Licensee shall be subject to automatic extension from year to year thereafter (each an "**Extended Term**") on the same terms and conditions as set forth herein, unless either party notifies the other in writing at least 60 days prior to the expiration of the Initial Term or the Extended Term that such party will not further extend the term of this Agreement with respect to the HCM Program and/or any one or more Additional Programs to which Licensee has subscribed.

In the event Licensee has subscribed to the HCM Program and one or more Additional Programs and neither party notifies the other in writing at least 60 days prior to the expiration of the Initial Term or the Extended Term that such party will not further extend the term of this Agreement with respect to all such Programs, this Agreement shall be extended on the same terms and conditions as set forth herein for that Program or Programs that were not included in such written notice of termination, unless PM AM provides a new price for a Program for the Extended Term, in which event this Agreement as to that Program or Programs shall only be extended with the express written consent of Licensee.

7. USER LEVEL: PM AM will provide Licensee with __52__ user IDs necessary to permit Licensee's HCM Permitted Users to access the HCM Program for the HCM Permitted Purpose.

In addition, if Licensee subscribed to Academy Training Library Program by initialing line 3(a) above, PM AM will provide Licensee with __0__ user IDs necessary to permit Licensee's Academy Training Permitted Users to access the HCM Website for the Academy Training Permitted Purpose (as defined in Exhibit "A" hereto); otherwise, the number of Academy Training Permitted Users shall be zero.

In addition, if Licensee subscribed to the T.A.P. Program by initialing line 3(b) above, PM AM will provide Licensee with __0__ user IDs necessary to permit Licensee's T.A.P. Permitted Users to access the HCM Website for the T.A.P. Permitted Purpose (as defined in Exhibit "A" hereto); otherwise, the number of T.A.P. Permitted Users shall be zero.

In addition, if Licensee subscribed to the WBI Program by initialing line 3(c) above, PM AM will provide Licensee with __0__ user IDs necessary to permit Licensee's WBI Permitted Users to access the HCM Website for the WBI. Permitted Purpose (as defined in Exhibit "A" hereto); otherwise, the number of WBI Permitted Users shall be zero.

8. SERVICE FEE AND PAYMENT: During the Initial Term, the aggregate fee payable by Licensee hereunder for the HCM Program and the Additional Program or Programs subscribed to by Licensee pursuant to the provisions of Section 3 hereof shall be $_3250_____. Said aggregate fee shall be due and **payable** within fifteen (15) days receipt of an invoice from PM AM for such amount. After the Initial Term, the aggregate annual service fee for access to and use of the aforesaid licensed Programs will be an anticipated increase of 5% for each year thereafter, during the Extended Term, unless a different service fee is provided to Licensee prior to the commencement of the Extended Term. All other fees payable under this Agreement are calculated and payable based on the then current fee schedule as provided by PM AM from time to time. Licensee agrees to pay any sales, value-added or other similar taxes (collectively, "**Sales Taxes**") imposed by applicable law that PM AM must pay based on the services Licensee orders, except for taxes based on PM AM's income. All amounts invoiced hereunder are due and payable within 15 days of the date of the invoice. For any past due amounts, PM AM may charge interest of the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law.

Licensee, on behalf of itself and its applicable Permitted Users, acknowledges and agrees that access to data and the services provided by PM AM hereunder are conditioned upon the timely payment of all Fees and Sales Taxes payable to PM AM in accordance with the terms of this Agreement.

9. SERVICE AND SUPPORT: During the term of this Agreement, the following service and support is included within the fees due: (a) training for each Program subscribed to by Licensee will be available to Licensee over the internet, and (b) customer service will be available from 8:30 am to 4:30 pm Central Standard Time, Monday through Friday, unless such day is a U.S. Federal or State holiday, via means of telephone or over the internet through the use of remote access software.

If PM AM carries out an update or upgrade of the HCM Program or Additional program licensed to Licensee hereunder, it will be provided to Licensee free of charge. No guarantee is made

that updates or upgrades will be available. If Licensee requests a modification to the HCM Program or any Additional Program licensed to Licensee hereunder, PM AM will, in its sole discretion, provide Licensee a fee estimate and time estimate for providing the modification to such Program if applicable. At PM AM's election, the Program modification shall be available to all of PM AM's customers.

10. RESTRICTIONS ON USE AND ACCESS TO HCM WEBSITE: Licensee shall have sole responsibility and liability for Licensee Data. Licensee shall not submit, or permit any of its Permitted Users for any Program licensed to Licensee hereunder to submit, to the HCM Website any Licensee Data or other documents or information that are: illegal, false, defamatory, or otherwise in violation of applicable federal or state law. Except as expressly provided in the Agreement, Licensee and its applicable Permitted Users may not: (i) sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Software, the HCM Program or any Additional Program licensed to Licensee hereunder by making it available to any third party not acting as an agent, contractor, consultant or service provider of Licensee or use the Software to provide a hosted service to any third party in competition with PM AM; (ii) decompile, disassemble, attempt to discover the source code or reverse engineer any portion of the Software that PM AM does not provide in source code form, or permit any third parties to do so; (iii) use the Software to send spam or otherwise duplicative, unsolicited or fraudulent messages in violation of applicable laws; (iv) use the Software to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (v) use the Software to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (vi) intentionally interfere with or disrupt the integrity or performance of the Software; (vii) share product keys or passwords or access to the Software with any person or entity who is not a Licensee employee or contractor, or share any single product key or password between multiple users; or (viii) permit anyone other than an applicable Permit User of a given Program licensed to Licensee hereunder access to any other Additional Program licensed to Licensee hereunder.

11. SOFTWARE OWNERSHIP: All software and modules and modifications and all Academy Training Videos are the sole property of PM AM and all rights not expressly granted to Licensee in this Agreement are reserved by PM AM. PM AM is the owner of title, copyright, and other intellectual property. The software and Academy Training Videos are licensed, not sold. The rights of use in this Agreement refer only to the object code and not to the source code. Neither Licensee nor its Permitted Users may reverse engineer, decompile, or otherwise disassemble the software or otherwise attempt to derive any source code related to the HCM Program, any Additional Program, or any other technology used by PM AM to provides the services hereunder to Licensee. The HCM, any Additional Program to which Licensee has subscribed hereunder, or the SaaS services may not be copied or modified in any manner by Licensee, and Licensee shall cause its Permitted Users under such Programs to not copy or modify the HCM, any Additional Program to which Licensee has subscribed hereunder, or the SaaS services in any manner. This Agreement does not grant to Licensee or its Permitted Users any rights to trademarks or service marks of PM AM.

12. OWNERSHIP OF DATA: Unless otherwise contested by a third party, Licensee shall retain sole ownership of all data of Licensee entered into HCM or any Additional Program to which Licensees has subscribed by Licensee or its Permitted Users during the term of this Agreement. Licensee is responsible for maintaining the security and confidentiality of all usernames and passwords used by Licensee's Permitted Users. Subject to the terms and conditions of this

Agreement, Licensee grants PM AM a non-exclusive license to use and exploit the Licensee Data to the extent reasonably necessary to enable PM AM to perform its obligations to Licensee under this Agreement. PM AM will use commercially reasonable efforts to keep Licensee Data protected. Upon request PM AM will provide backups to Licensee for Licensee's storage.

13. DATA PRIVACY: Licensee and PM AM both agree to maintain and obligate their employees to maintain the confidentiality of all information not generally known relating to this Agreement HCM, any Additional Program licensed to Licensee, or the data of the other party which becomes accessible through the preparation and performance of this Agreement, and not to disclose such information to a third party. Notwithstanding the preceding, the confidentiality and non-disclosure obligations set forth in this Section do not apply to Licensee Data which (A) is generally available to the public other than as a result of disclosure by PM AM, (B) PM AM can establish was known to PM AM before disclosure by Licensee, (C) is obtained by PM AM after the date hereof from a third party that is lawfully in possession of such information and who is not under any obligation to keep such information confidential, and (D) is required or requested to be disclosed by court order, subpoena, data request or other legal process.

Notwithstanding the preceding, Licensee acknowledges and agrees that PM AM may collect and use in an anonymized manner, without compensation to Licensee, certain data of Licensee obtained by PM AM through the services provided by PM AM hereunder through the WBI Program, if licensed to Licensee hereunder (but not through either the HCM Program or the T.A.P. Program) that may not be identifiable to Licensee provided, that such data shall be used by PM AM solely for training, educational or research purposes including, but not limited to, the development of additional products, programs or services to be offered by PM M to its customers. PM AM represents and agrees that it will (i) use commercially reasonable efforts to safeguard such data, and (ii) use such data for only training, educational and research purposes, and it will not sell. license or otherwise distribute Licensee's Data to any third party (other than PM AM's employees or contractors for training, educational or research purposes) or incorporate Licensee's Data into any product, program, or service provided by PM AM to its customers.

14. DATA ACCESS:

(a) **Platform Access.** PM AM will use commercially reasonable efforts to provide Licensee with 24/7 access to the Software and, if licensed to Licensee hereunder, the Academy Training Videos, the T.A.P. Program and the WBI Program at a minimum of a 98% Annual Uptime Percentage. PM AM has the right to suspend or disconnect the service wholly or partly if necessary for repair, upgrade, or maintenance. PM AM will perform maintenance on a regular basis, communicate such maintenance on a reasonable basis, and if possible, communicate in advance and perform the maintenance on off-peak periods. If the Annual Uptime Percentage is below 98% for a Service Year, Licensee is eligible to receive a Service Credit equal to two percent (2%) of the Fees (for the Hosted Services) for the month in which the incident of Unavailability in a Service Claim occurred; provided that the aggregate Service Credits that are due to Licensee in any Contract Year shall not exceed ten percent (10%) of the Fees (for the Hosted Services).

(b) **Service Credit Use.** PM AM will apply any Service Credits only against future services that Licensee requests during the next Contract Year. In the event that the next Contract Year is after the Initial Term and Licensee does not renew the Agreement for the Contract Year in which the Service Credit accrues, PM AM shall issue a refund to Licensee in the amount of such

Service Credit within thirty (30) days following the final day of, as applicable, the then-in-effect Contract Year. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1.00). Service Credits may not be transferred or applied to any other account.

(c) **Service Credit Terms.** To the extent permitted under Mississippi law, Licensee's sole and exclusive remedies for any Unavailability of the Software or Hosted Services or Academy Training Videos is the receipt of a Service Credit (if eligible) in accordance with the terms of this Agreement. Licensee will promptly, and no more than thirty (30) days after the month in which an incident occurs, report to PM AM any incident of Unavailability that it believes has occurred. To receive a Service Credit, Licensee must submit a Service Claim. Each Service Claim must be received by PM AM within thirty (30) days of the last day of the month in which the reported incident of Unavailability occurred, and PM AM must be able to confirm that the incident of Unavailability occurred. To the extent permitted under Mississippi law, Licensee's failure to submit a Service Claim and other information as required above will disqualify Licensee from receiving the rights granted under this Section 14.

(d) **Licensee Data Copy.** Upon termination of this Agreement or Licensee migrates to any other platform PM AM will, upon written request from Licensee within 30 days after termination of this Agreement or the date Licensee migrates to another platform, whichever is applicable, provide a copy of any Licensee Data in PM AM's possession or under its control with respect to the HCM Program or the Academy Training Library Program, but not with respect to the T.A.P. Program or the WBI Program. Thereafter, PM AM shall have no further obligation to retain any Licensee Data.

15. TERMINATION:

(a) **Termination by Licensee**. Licensee may terminate this Agreement at any time without cause by providing PM AM with written notice of termination a minimum of 30 days prior to Licensee's desired termination date.

(b) **Termination by PM AM.** If Licensee fails to make timely payments or breaches any other of its obligations hereunder, PM AM may immediately block access to HCM and any Additional Program licensed to Licensee hereunder and upon written notice to Licensee, terminate this Agreement effective immediately. In addition, to the rights and remedies set forth above, PM AM may terminate this Agreement at any time without cause upon written notice of termination to Licensee a minimum of 30 days prior to PM AM's desired termination date.

(c) **Effect of Termination**. Upon the expiration or other termination of this Agreement, the access of Licensee and its Permitted Users to the HCM Program and platform and all shall immediately terminate, subject to the obligation of PM AM to provide a copy of Licensee's Data in PM AM' possession to Licensee in accordance with the provisions of Section 13 hereof. The provisions of Sections 8, 10, 11, 12, 14, 15, 17, 18, 19 and 20 shall survive the expiration or termination of this Agreement.

16. WARRANTY: PM AM represents and warrants that it has title and ownership of HCM and the Academy Training Videos and the Additional Programs and has the authority to grant the licenses hereunder.

17. DISCLAIMER OF WARRANTY:

EXCEPT FOR PM AM'S WARRANTY THAT IT HAS TITLE TO ITS SOFTWARE,THE HCM PROGRAM, AND THE ADDITIONAL PROGRAM OR PROGRAMS LICENSED TO LICENSEE HEREUNDER THE SOFTWARE, THE HCM PROGRAM AND THE ADDITIONAL PROGRAM OR PROGRAMS LICENSED TO LICENSEE HEREUNDER AND THEIR RELATED MATERIAL AND THE ACADEMY TRAINING VIDEOS SUBSCRIBED TO BY LICENSEE HEREUNDER ARE, TO THE EXTENT PERMITTED UNDER MISSISSIPPI LAW, PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND, TO THE EXTENT PERMITTED UNDER MISSISSIPPI LAW, PM AM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE SOFTWARE, THE HCM PROGRAM OR THE ADDITIONAL PROGRAM OR PROGRAMS SUBSCRIBED TO BY LICENSEE OR THE ACADEMY TRAINING VIDEOS WILL MEET LICENSEE'S REQUIREMENTS. PM AM DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED UNINTERRUPTED, TIMELY, ERROR FREE OR MALWARE FREE. LICENSEE ACKNOWLEDGE THAT PM AM DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATION FACILITIES. PM AM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

18. INDEMNIFICATION:

(a) Indemnification by PM AM. SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS SECTION 18, PM AM WILL DEFEND, INDEMNIFY, AND HOLD LICENSEE AND ITS OFFICERS AND DIRECTORS (OR MANAGERS, IF LICENSEE IS A LIMITED LIABILITY COMPANY OR GENERAL PARTNERS IF LICENSEE IS A PARTNERSHIP)(THE "LICENSEE INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION LIABILITIES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES (COLLECTIVELY, "LOSSES") BROUGHT AGAINST LICENSEE ALLEGING THAT LICENSEE'S USE OF THE HCM PROGRAM OR ANY OTHER ADDITIONAL PROGRAM IF LICENSED TO LICENSEE HEREUNDER OR THE ACADEMY TRAINING VIDEOS IF LICENSED TO LICENSEE HEREUNDER INFRINGES ON A PATENT, COPYRIGHT, TRADEMARK, OR A TRADE SECRET OWNED BY SUCH THIRD PARTY, THEN WITHIN SIXTY (60) DAYS AFTER BEING NOTIFIED OF THE CLAIM, PM AM SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR LICENSEE THE RIGHT TO CONTINUE USING THE HCM PROGRAM, THE ADDITIONALPROGRAM OR ACADEMY TRAINING VIDEO, OR (2) REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS THAT DO NOT INFRINGE UPON THE RIGHTS OF THIRD PARTIES.

(b) Indemnification by Licensee. TO THE EXTENT PERMITTED BY MISSISSIPPI, LAW AND SUBJECT TO THE TERMS AND CONDITIONS SET FORTH

IN THIS SECTION 18, LICENSEE WILL DEFEND, INDEMNIFY, AND HOLD PM AM AND ITS OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ALL LOSSES INCURRED BY PM AM ARISING FROM OR RELATED TO THE BREACH OF LICENSEE'S DUTIES OR OBLIGATIONS HEREUNDER.

(c) Limitation on Liability and Indemnification Obligations. PM AM SHALL HAVE NO OBLIGATION TO INDEMNIFY THE LICENSEE INDEMNIFIED PARTIES TO THE EXTENT THAT THE ALLEGED INFRINGEMENT AROSE FROM THE MODIFICATION OF THE HCM PROGRAM OR ANY ADDITIONAL PROGRAM LICENSED TO LICENSEE HEREUNDER, AS APPLICABLE, BY LICENSEE OR A PERMITTED USER OR RESULTED FROM THE USE OF THE HCM PROGRAM, THE ADDITIONAL PROGRAM OR ACADEMY TRAINING VIDEO FOR OTHER THAN A PERMITTED PURPOSE. IN ADDITION, NOTWITHSTANDING ANY OTHER PROVISION HEREIN TO THE CONTRARY, TO THE EXTENT PERMITTED UNDER MISSISSIPPI LAW, IN NO EVENT WILL ANY INDEMNIFYING PARTY BE RESPONSIBLE TO ANY INDEMNIFIED PARTY FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGE, LOSS OF PROFIT, LOSS OF USE, UNREALIZED SAVINGS, LOSS OF EARNINGS, OR BUSINESS OR PRODUCTION INTERRUPTION, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES.

EXCEPT FOR PM AM'S OBLIGATION TO INDEMNIFY LICENSEE AGAINST A THIRD PARTY CLAIM FOR INFRINGEMENT PURSUANT TO THE PROVISIONS OF SECTION 18 HEREOF, TO THE EXTENT PERMITTED UNDER MISSISSIPPI LAW, IN NO EVENT WHATSOEVER SHALL PM AM BE LIABLE TO LICENSEE OR ITS SUCCESSORS OR ASSIGNS OR PERMITTED USERS FOR DAMAGES INCLUDING, BUT NOT LIMITED TO MONETARY DAMAGES, ATTRIBUTABLE TO ITS ACTIONS OR INACTIONS, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR SOLE NEGLIGENCE, WITH RESPECT TO (I) THE HCM PROGRAM, (II) ANY ADDITIONAL PROGRAM, (III) THE ACADEMY TRAINING VIDEOS (IF APPLICABLE), OR (IV) ITS SERVICES PROVIDED HEREUNDER, WHETHER FOR INDEMNIFICATION OR OTHERWISE, IN EXCESS OF THE FEES PAID TO PM AM BY LICENESEE UNDER THIS AGREEMENT WITHIN THE LAST TWELVE MONTH PERIOD FROM THE DATE THE CLAIM FOR INDEMNIFICATION ASSERTED AGAINST PM AM AROSE, WITHOUT REGARD TO WHETHER A CLAIM IS BASED ON CONTRACT OR TORT, INCLUDING NEGLIGENCE.

(d) Notice and Defense of Indemnification Claim. Within 15 days after receipt by an indemnified party under Section 18(a) or (18(b) of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against an indemnifying party under such Section, give written notice to the indemnifying party of the commencement thereof, but the failure so to notify the indemnifying party shall not relieve it of any liability that it may have to any indemnified party except to the extent the indemnifying party demonstrates that the defense of such action is prejudiced thereby. In case any such action shall be brought against an indemnified party and it shall give written notice to the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it may wish, to assume the defense thereof with counsel reasonably satisfactory to such indemnified party. If the indemnifying party elects to assume the defense of such action, the indemnified party shall have the right to employ separate counsel at its own expense and to

participate in the defense thereof. If the indemnifying party elects not to assume (or fails to assume) the defense of such action, the indemnified party shall be entitled to assume the defense of such action with counsel of its own choice, at the expense of the indemnifying party. If the action is asserted against both the indemnifying party and the indemnified party and there is a conflict of interests which renders it inappropriate for the same counsel to represent both the indemnifying party and the indemnified party, the indemnifying party shall be responsible for paying for separate counsel for the indemnified party; provided, however, that if there is more than one indemnified party, the indemnifying party shall not be responsible for paying for more than one separate firm of attorneys to represent the indemnified parties, regardless of the number of indemnified parties. If the indemnifying party elects to assume the defense of such action, (a) no compromise or settlement thereof may be effected by the indemnifying party without the indemnified party's written consent (which shall not be unreasonably withheld) unless the sole relief provided is monetary damages that are paid in full by the indemnifying party and (b) the indemnifying party shall have no liability with respect to any compromise or settlement thereof effected without its written consent (which shall not be unreasonably withheld).

19. FORCE MAJEURE: PM AM is released from its obligations to perform services or provide access to its Programs licensed to Licensee under this Agreement if and to the extent that such failure is due to the occurrence of an act, event or condition which was not reasonably foreseeable and/or the consequences of which cannot reasonably be removed or avoided by PM AM, including, without limitation, (i) national emergency, (ii) acts of God, (iii) strikes or other labor issues, (iv) disruption of electrical service, (v) cable or network damage caused by a third party, (vi) natural disasters, (vii) pandemics, or (viii) governmental restrictions relating to quarantines, shelter in place, closures or restrictions on operations of businesses similar to those imposed under the COVID 19 Pandemic (a "**Force Majeure Event**"). PM AM's liability arising out of or in connection with a defect or failure in service is limited to the correction of the defect or failure or alternatively, the re-performance of the service.

20. GENERAL: THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF MISSISSIPPI WITHOUT GIVING EFFECT TO THE CONFLICT LAWS RULES OR CHOICE OF LAWS RULES THEREOF. VENUE FOR ANY ACTION BROUGHT RELATING TO THIS AGREEMENT OR LICENSEE'S USE OF THE HCM PROGRAM OR ANY ADDITIONAL PROGRAM LICENSED TO LICENSEE HEREUNDER SHALL BE PROPER ONLY IN THE STATE COURTS FOR JACKSON COUNTY, MISSISSIPPI, WHICH COURTS ARE THE EXCLUSIVE COURTS OF VENUE AND JURISDICTION. The headings are convenience only and do not affect the terms or provisions hereof. This Agreement may not be assigned by Licensee. This Agreement contains the entire agreement of the parties and supersedes any prior or contemporaneous agreement or discussion. This Agreement may be amended only by written agreement signed by all parties.

(Signature Page Follows on Next Page)

The parties hereto caused this Agreement to be executed by their duly authorized

representatives.

Licensee	**PM AM Corporation:**
Name: _____	Name: Mike Schwind_____
Title: _____	Title: Director-HCM_____
Signature: _____	Signature: _____
Date: ___/___/ _____	Date: ___/_____/_____

EXHIBIT "A"

ADDITIONAL PROGRAMS

Description of Additional Programs

PM AM Corporation

Human Capital Management– Master SaaS License Agreement

Following is a description of the Additional Programs offered by PM AM to Licensee. Notwithstanding the description of the Additional Programs in this Exhibit, Licensee shall only receive a License to those Additional Programs subscribed to by Licensee in accordance with the provisions of Section 3 of the foregoing Agreement.

Notwithstanding the description of the Additional programs below, Licensee shall have no rights with respect to such Program and shall not receive a License to use such Program unless Licensee has specifically subscribed to such Program by initialing the applicable line or lines set forth in Section 3 above and paying the applicable fee therefor.

ACADEMY TRAINING LIBRARY PROGRAM

In the event Licensee selected item 3(a) in the foregoing Agreement, PM AM grants to Licensee, in addition to the license of the HCM Program, the revocable, limited, non-exclusive, non-transferrable, and non-sublicensable right to have its Academy Training Permitted Users (as hereinafter defined) access, view and use only those specific PM AM Training Videos (the "**Academy Training Videos**") contained in the PM AM standard video library as more fully described or enumerated in the access link provided by PM AM to Licensee (the "**Standard Video Academy**") and accessible on the HCM Website during the term of this Agreement for the sole purpose of assisting Licensee in teaching and training its personnel on various matters or subjects of interest to its personnel and covered by such training videos, which such purpose is hereinafter referred to as the "**Academy Training Purpose** PM AM may modify or replace videos in its Video Academy from time to time during the term of this Agreement and without prior notice to Licensee and without adjustment of the service fee payable by Licensee to PM AM as set forth in Section87 hereof.

Notwithstanding the preceding, Licensee may not resell, license or distribute the Academy Training Videos to any third party or use the Academy Training Videos for any purpose other than the Academy Training Permitted Purpose or share login information and passwords relating to the Academy Training Videos with any third party; provided, however, Licensee may permit its personnel to access the HCM Website to view and use the Academy Training Videos for the Academy Training Permitted Purpose by assigning such personnel a user identification number and password ("**Academy Training Permitted Users**").

Additional Restriction Applicable to Academy Training Library Program

In addition to the restrictions set forth in Section 10 of the Agreement, with respect to the Academy Training Videos if licensed to Licensee hereunder, Licensee shall not, and shall ensure that its Academy Training Permitted Users shall not: (i) copy, reproduce, modify, redistribute, sell, broadcast, rent, share, lend, edit or otherwise transfer or use any Academy Training Videos, (ii) distribute the content of any Academy Training Video via peer to peer networks or otherwise to anyone other than a Academy Training Permitted User, (iii) upload the content of any Academy Training Video to a public or private repository, (iv) use or otherwise exploit any Academy Training Video for commercial gain, or (v) permit anyone other than a Video Training Permitted User access to any Academy Training Videos.

Additional Disclaimer With Respect To Academy Training.

IF LICENSEE HAS RECEIVED A LICENSE TO USE THE STANDARD VIDEO ACADEMY, LICENSEE ACKOWLEDGES THAT, ALTHOUGH PM AM REASONABLY BELIEVED THAT AT THE TIME A SPECIFIC ACADEMY TRAINING VIDEO WAS PRODUCED, THE CONTENT THEREOF WAS PREPARED BASED ON AND SATISFIED CERTAIN MINIMUM GUIDELINES FROM THE DEPARTMENT OF JUSTICE AND VARIOUS STATE COMPLIANCE BOARDS, LICENSEE ACKNOWLEDGES THAT SUCH GUIDELINES MAY BE CHANGED OR OTHERWISE MODIFIED FROM TIME TO TIME WITHOUT NOTICE TO PM AM. CONSEQUENTLY, PM AM MAKES NO REPRESENTATION THAT THE CONTENT OF AN ACADEMY TRAINING VIDEO CURRENTLY SATISFIES THE MINIMUM REQUIREMENTS OF THE STATE IN WHICH LICENSEE IS LOCATED. LICENSEE ACKNOWLEDGES THAT IT IS THE SOLE RESPONSIBILITY OF LICENSEE TO OVERSEE THE TRAINING OF ITS PERSONNEL. LICENSEE HAS THE RIGHT TO ACCEPT AND USE THE ACADEMY TRAINING VIDEOS OR TO REJECT SUCH VIDEOS AND EMPLOY OTHER TRAINING METHODS. CONSEQUENTLY, TO THE EXTENT PERMITTED UNDER STATE LAW, AS A MATERIAL INDUCEMENT TO PM AM TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER, LICENSEE HEREBY IRREVOCABLY RELEASES ANY AND ALL CLAIMS OTHER THAN CLAIMS ARISING FROM COPYRIGHT INFRINGEMENT, THAT LICENSEE MAY HAVE AGAINST PM AM AND ITS OFFICERS, DIRECTORS, SUCCESSORS AND ASSIGNS WITH RESPECT TO THE ACADEMY TRAINING VIDEOS INCLUDING, BUT NOT LIMITED TO, ITS CONTENT (INCLUDING, BUT NOT LIMITED TO, ANY MATTER THAT LICENSEE MAY FIND OFFENSIVE, INDECENT OR OBJECTIONABLE), THE OPINIONS OF THE SUBJECT MATTER EXPERTS SET FORTH THEREIN, OR ITS COMPLIANCE WITH THE GUIDELINES PROMULGATED BY THE DEPARTMENT OF JUSTICE OR APPLICABLE STATE AGENCIES.

IN ADDITION, TO THE EXTENT PERMITTED UNDER MISSISSIPPI LAW, PM AM DOES NOT WARRANT OR REPRESENT THAT USE OF THE ACADEMY TRAINING VIDEOS WILL RESULT IN COMPLIANCE, FULFILLMENT OR CONFORMITY WITH LAWS, RULES, REGULATIONS, REQUIREMNTS OR GUIDLEINES OF ANY GOVERNMENAL AGENCY INCLUDING, BUT NOT LIMITED TO, THE U.S. DEPARTMENT OF JUSTICE OR ANY STATE COMPLIANCE BOARD.

THREAT ASSESSMENT AND PLANNING PROGRAM

The Threat Assessment and Planning Program, (**"T.A.P." or "T.A.P. Program"**) is a software application service which PM AM owns and provides via the internet to various businesses, venues and schools who subscribe to such Program. The software is installed at a server at PM AM or at PM AM's election, at a third party. The service is used via internet or other data connection. In the event Licensee selected item 3(b) in the foregoing Agreement, PM AM grants to Licensee and each of its T.A.P. Permitted Users (as hereinafter defined), in addition to the license of the HCM Program, the revocable, limited, non-exclusive, non-transferrable, and non-

sublicensable right to access and use the T.A.P. Program and controlled HCM website during the term of this Agreement for the sole purpose of assisting Licensee and the T.A.P. Permitted Users in accomplishing their goals related to the identification, evaluation, and management of potential threats pertaining to potential unfavorable acts against the property, business personnel, employees, visitors or guests of Licensee or its T.A.P. Permitted Users, including identifying risks (as defined by Licensee), assessing threats, developing intervention plans, and assisting in the preparation of reports and the development and implementation of follow-up action to address the issues underlying such threats, which such purpose is hereinafter referred to as the "**T.A.P. Permitted Purpose.**" Licensee may not use the T.A.P. Program for any purpose other than the T.A.P Permitted Purpose. This license covers and includes all related interfacing modules that may be used in order to interface T.A.P. with existing onsite applications and processes.

Notwithstanding the preceding, Licensee may not resell, license or distribute the T.A.P. Program to any third party or use the T.A.P. Program for any purpose other than the Permitted Purpose or share login information and passwords relating to the T.A.P. Program with any third party; provided, however, Licensee may permit its authorized constituent departments, schools or similar educational facilities and their authorized personnel to access the PM AM Website to use the T.A.P. Program for the Permitted Purpose by assigning such constituents and personnel a username and password ("**T.A.P. Permitted Users**").

From time to time during the term of this Agreement, PM AM may adopt and update rules pertaining to the use of the T.A.P. Program, and PM AM Website. To the extent permitted under Mississippi law, Licensee shall be bound by and observe, and Licensee shall cause its T.A.P. Permitted Users to observe, such updated rules in using the T.A.P. Program after receipt of a copy of such rules or after such updated rules are posted on the PM AM Website.

Additional Disclaimer With Respect to T.A.P. Program

LICENSEE UNDERSTANDS THAT THE SOFTWARE AND T.A.P. PROGRAM ARE ONLY TOOLS TO BE USED BY LICENSEE AND ITS USERS TO ASSIST THEM IN IDENTIFYING POTENTIAL THREATS OR VIOLENT ACTS BY OTHERS RELATING TO SCHOOL SAFETY AND THAT THE SUCCESS OF THE T.A.P. PROGRAM DEPENDS UPON THE INFORMATION INPUTED INTO THE T.A.P. PROGRAM BY LICENSEE AND ITS PERMITTED USERS AND THEIR TIMELY AND PROPER EVALUATION OF SUCH INFORMATION AND PROMPT ACTION THEREON. CONSEQUENTLY, PM AM DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE APPROPRIATENESS OF THE USE, OUTPUT, OR RESULTS OF THE USE OF THE SOFTWARE OR THE T.A.P. PROGRAM IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR ABILITY TO PREDICT AN INCIDENCE OF INJURY OR LOSS RELATING TO THE PERSON OR PROPERTY OF LICENSEE, ITS USERS, ITS STUDENTS OR THE OCCUPANTS OF BUILDINGS OWNED OR LEASED BY LICENSEE OR ITS PERMITTED USERS. IF LICENSEE RELIES ON THE RESULTS OF THE SOFTWARE OR THE T.A.P PROGRAM, IT DOES SO AT ITS OWN RISK AND LICENSEE ASSUMES THE RESPONSIBILITY FOR THE RESULTS.

(Continued on Next Page)

WORKFORCE BEHAVIORAL INTERVENTION PROGRAM.

In the event Licensee selected item 3(c) in the foregoing Agreement, PM AM grants to Licensee, in addition to the license of the HCM Program, the revocable, limited, non-exclusive, non-transferable and non-sublicensable right to access and use the Workforce Behavioral Intervention Program ("**WBI**"). WBI allows for Licensee and its WBI Permitted Users (as hereinafter defined) to utilize behavioral science based questions, at their own risk, designed by a third party to highlight behavioral red flags that may negatively impact performance, conduct. attendance and safety in an organization in order to assist such organization in implementing proactive steps to reduce risk and help increase employee performance (the "**WBI Permitted Purpose**"). Licensee agrees and fully understands that any use of the WBI is at Licensee's sole risk. The information presented on or through WBI is made available solely for general information purposes. PM AM does not warrant the accuracy, completeness, or usefulness of any WBI information. To the extent permitted under Mississippi law, **PM AM disclaims all liability and responsibility arising from any reliance placed on such WBI materials by Licensee or by anyone who may be informed of any of the WBI content.**

Notwithstanding the preceding, Licensee may not resell, license or distribute the WBI Program to any third party or use the WBI Program for any purpose other than the WBI Permitted Purpose or share login information and passwords relating to the WBI Permitted Purpose with any third party; provided, however, Licensee may permit its personnel to access the HCM Website to view and use the WBI Program for the WBI Permitted Purpose by assigning such personnel a user identification number and password ("**WBI Permitted Users**").

Additional Disclaimer With Respect to WBI Program

LICENSEE ACKNOWLEDGES THAT THE WBI CONTAINS CONTENT PROVIDED BY A THIRD PARTY CONTRACTOR TO PM AM. TO THE EXTENT PERMITTED UNDER MISSISSIPPI LAW, WBI IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PM AM EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OF IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR THAT WBI WILL MEET ANY LICENSEE REQUIREMENTS. PM AM MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY CONTENT DISPLAYED THROUGH WBI OR THE ABILITY OF WBI OR HCM TO FIND, DISCOVER, RECOGNIZE, PERCEIVE, HIGHLIGHT, INTERPRET, DISCLOSE OR REVEAL ANY OR ALL POTENTIAL RISK FACTORS, INCIDENTS OR EVENTS AND TO ADVISE OR ALERT LICENSEE TO SUCH MATTERS AND EXPRESSLY DISCLAIMS ALL RESPONSIBILITY THEREFOR. IF LICENSEE RELIES ON THE RESULTS OF WBI, IT DOES SO AT ITS OWN RISK AND LICENSEE ASSUMES SOLE RESPONSIBILITY FOR THE RESULTS. LICENSEE IS RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY LICENSEE INTERNAL TALENT REQUIREMENTS. NEITHER PM AM NOR ANY PERSON ASSOCIATED WITH PM AM MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, OR ACCURACY OF THE WBI. WITHOUT LIMITING THE FOREGOING, PM AM NOR ANYONE ASSOCIATED WITH PM AM REPRESENTS OR WARRANTS THAT THE WBI, ITS CONTENT, OR ANY SERVICES OR ITEMS

OBTAINED THROUGH THE WBI WILL BE ACCURATE, RELIABLE, OR ERROR-FREE.

IN ADDITION, TO THE EXTENT PERMITTED UNDER MISSISSIPPI LAW, PM AM DOES NOT WARRANT OR REPRESENT THAT USE OF THE HCM PROGRAM OR WBI PROGRAM WILL RESULT IN COMPLIANCE, FULFILLMENT OR CONFORMITY WITH LAWS, RULES, REGULATIONS, REQUIREEMNTS OR GUIDLEINES OF ANY GOVERNMENAL AGENCY INCLUDING, BUT NOT LIMITED TO, THE U.S. DEPARTMENT OF JUSTICE OR ANY STATE COMPLIANCE BOARD.

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

RESOLUTION NUMBER 197-2023

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI TO AUTHORIZE DESIGNATED VEHICLES TO BE UNMARKED PURSUANT TO MISS. CODE ANN. § 25-1-87

WHEREAS, Section 25-1-87 of the Mississippi Code requires identifying marks on vehicles owned by municipalities and other government entities; and

WHEREAS, Section 25-1-87 of the Mississippi Code permits a municipality to designate certain vehicles to unmarked when identifying marks would hinder official criminal investigations: and

WHEREAS, the Gautier Chief of Police has requested certain vehicles be unmarked so as to not hinder official criminal investigations in which said vehicles are used; and

WHEREAS, the Mayor and Council, upon the recommendation of the Chief of Police, have determined that the following vehicles should be unmarked so as not to hinder official criminal investigations in which it is used by the Gautier Police Department:

City Asset Number	Vehicle Identification Number
4235	1FTFW1P81PKD22803
4236	1FTFW1P80PKD08407
4237	1FTFW1P84PKD08409

WHEREAS, the Mayor and Board of Councilman, in accordance with Section 25-1-87 request the City Clerk to enter this resolution on the minutes of the meeting in which it was approved and to furnish a certified copy of this resolution to the Department of Audit.

THEREFORE, BE IT RESOLVED by the Mayor and Board of Councilman of the City of Gautier, Mississippi on this the 21st day of February 2023.

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Chief David Bever, Police Department

Date: February 21, 2023

Subject: Designation of Unmarked Police Vehicles

REQUEST:

The Police Chief requests the City Council to adopt a resolution authorizing designated vehicles as unmarked.

BACKGROUND:

Mississippi State statute 25-1-87 requires governing authorities of municipalities to authorize the use of unmarked police vehicles when identifying marking would hinder criminal investigations by the police. Municipalities not in compliance could result in tax revenue being withheld by the State. The State requires the vehicle identification number (VIN) and the City asset number be documented when approved and submitted to the State Department of Audit.

DISCUSSION:

The following vehicles need to be authorized and designated as unmarked:

City Asset Number	VIN
4235	1FTFW1P81PKD22803
4236	1FTFW1P80PKD08407
4237	1FTFW1P84PKD08409

Once these vehicle are outfitted with equipment, three current unmarked vehicles will be taken out of service by the police department.

RECOMMENDATION:

The Police Chief recommends the Council to adopt a resolution authorizing the listed police vehicles as unmarked.

ATTACHMENT(S):

1. Resolution
2. State Statute

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

ORDER NUMBER 217-2023

WHEREAS, the Recreation Department has received several requests from travel teams needing a place to hold practices; and

WHEREAS, to that end, Staff recommends the City enter into the attached non-exclusive facility use agreement with Diamond Dawgs Softball Organization in order for teams to hold practices on a routine basis at Buddy Davis Park; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Non-Exclusive Facility Agreement with Diamond Dawgs Softball Organization for Buddy Davis Park is hereby approved.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Chassity Bilbo, Recreation Director

Date: February 16, 2023

Subject: Approval of a Non-Exclusive Use Agreement for Buddy Davis Park

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REQUEST:

The Parks and Recreation Director request the approval of a non-exclusive use agreement for the City of Gautier Youth Baseball and Softball Fields including adjacent facilities at Buddy Davis Park with Diamond Dawgs Softball Organization.

BACKGROUND:

The recreation department has received several requests from travel teams needing a place to hold practices. To better coordinate the use of fields, it will be beneficial to the recreation department to enter into a facility use agreements and require teams to provide a Certificate of Liability and list the city as the certificate holder so teams can hold practices on a routine basis. The practices will not affect the recreation departments activities.

DISCUSSION:

The City will grant Diamond Dawgs Softball Organization non-exclusive right to use playing fields and restrooms located at Buddy Davis Park. Dates and times will be determined by the Recreation Director and the authorized representative with Diamond Dawgs Softball Organization and is subject to the terms and conditions set forth in the agreement, in addition to the rules and regulations governing the City's Recreational facilities. Diamond Dawgs Softball Organization Sports will compensate the city at a rate of $250 per team to include 1-2 practices weekly beginning March-July. Diamond Dawgs Softball Organization Sports will also help with field maintenance approved by the Parks and Recreation Department.

RECOMMENDATION:

The Recreation Director recommends that City Council approve the Facility Use Agreement for Buddy Davis Park with Diamond Dawgs Softball Organization

The City Council may:

1. Approve the Facility Use Agreement for Buddy Davis Park with Diamond Dawgs Softball Organization. or;
2. Not approve the Facility Use Agreement for Buddy Davis Park with Diamond Dawgs Softball Organization

ATTACHMENT(S):

Non-Exclusive Use Agreement for Buddy Davis Park with Diamond Dawgs Softball Organization.

CITY OF GAUTIER
3330 HIGHWAY 90
GAUTIER, MS 39553
(228) 497-8000 FAX (228) 497-8028
MON – FRI 8:00AM - 5:00PM

NON-EXCLUSIVE USE AGREEMENT FOR THE CITY OF GAUTIER YOUTH BASEBALL AND SOFTBALL FIELDS INCLUDING ADJACENT FACILITIES

This Non-Exclusive Use Agreement (hereinafter "Agreement") made and entered into this date by and between the City of Gautier, (hereinafter referred to as "City") and _____ (President), on behalf of the _____ (hereinafter referred to as "User" or "League")

WITNESSETH:

For and in consideration of the mutual terms and conditions hereinafter set forth, City does hereby agree to allow the non-exclusive use of the above Ballfields and Complex for the _____ (Year):

Team Name, Field Number, Day of the Week.

1. Premises:

The City grants unto the User the non-exclusive right to use playing fields and restrooms located at Buddy Davis Park. Dates and times will be determined by the Recreation Director and the authorized representative with Diamond Dawgs Softball Organization and is subject to the terms and conditions hereinafter set forth, in addition to the rules and regulations governing the City's Recreational facilities. Diamond Dawgs Softball Organization will compensate the city at a rate of $250 per team to include 1-2 practices weekly beginning February-July. Diamond Dawgs Softball Organization Sports will also help with field maintenance approved by the Parks and Recreation Department.

2. Use and Possession:

A. User shall use the Facilities for the purpose of conducting League practices only.

B. No other use is authorized without the written approval of the City Recreation Department.

C. Under the terms of the Agreement, the User is and shall be at all times be an independent operator responsible to all parties for all its acts or omissions.

D. The City and/or its designated agents shall have the right to enter and inspect the Facilities at all times.

3. Repairs:

A. User shall immediately report to the Parks & Recreation Department any and all repairs needed on restrooms and playing fields.

B. City shall mow, weed eat the fields, and provide facilities maintenance.

C. Any leaks, stoppage of toilets or any other maintenance issue that needs immediate attention must be immediately reported to the Recreation Department. The League or any of its managers or Coaches shall not let maintenance issues go unreported when observed. The League shall be responsible for appointing someone to check the restrooms at the end of the night of practice prior to leaving.

4. Fields:

A. User shall manage the use of the fields in a reasonable and prudent manner to ensure maximum safety.

B. User shall be responsible for inspection of the fields for safety prior to use and or shall be responsible insuring no unsafe objects are on top of the fields prior to use.

C. User will pick up litter and keep area clean within the complex. (Note: grass will not be cut if litter is on the ground).

5. Complex Rules:

A. No alcoholic beverages allowed on property; zero tolerance.

B. No tobacco products allowed within fenced facilities; zero tolerance.

C. No weapons or guns allowed on property; zero tolerance (Section 8.C. shall not apply to any law enforcement officer).

D. No golfing of any kind.

E. No unauthorized vehicles allowed inside gate unless written permission is obtained from the Recreation Department.

F. Coaches/Managers are responsible for their team practice/training sessions. Coaches/Managers are responsible for cleaning up after every practice. Picking up trash, empty drink containers, etc. are included in these responsibilities. Trash generated by the League must be placed in trash can receptacles.

G. All Coaches/Managers/Teams using complex after dusk are responsible for turning off lights before leaving. The League is required to lock and secure the restrooms after conclusion of use each night.

H. All complexes close at 10:00 p.m. Anyone on property after this time, unless authorized, will be considered trespassing.

6. League Requirements:

A. It shall be the responsibility of all leagues officers to inform the Recreation Department of all problems occurring on the premises.

B. The League must submit a written plan to the Recreation Department for approval in advance of any event at which the League desires to charge admission to attendees. No admission fees will be allowed without prior written approval of the Recreation Department.

C. The League shall observe, obey and comply with all rules and regulations adopted by the City and all laws, ordinances and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to the League's operations under this Agreement.

7. Documentation Requirements:

A. User shall provide to the Parks and Recreation Department a copy of their Liability Insurance Certificate with the CITY OF GAUTIER, 3330 HIGHWAY 90, GAUTIER, MS 39553, listed as additional insured. If proof of insurance is not submitted prior to the first practice of the season, practice or games will not be permitted until proof of insurance is received. **NO EXCEPTIONS.**

8. Hold Harmless:

A. User will indemnify, defend, and hold the City of Gautier harmless from any and all liability, loss damage, costs expenses, including, without limitation, attorneys' fees, on account of injury or damage to persons, firms or corporations or to property directly or indirectly arising out of or relating to this agreement, the performance or breach thereof, or the use or occupancy of the Facilities, the parking area or other areas of the Facilities by the User or its agents, servants, employees, exhibitors, independent contractors, patrons, guests or invitees. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities, including sovereign immunity as provided by laws as set forth in Miss. Code Ann. § 11-46-1, et seq.

IN WITNESS WHEREOF, the Owner and User have executed this Agreement on the_____ day of _____, _____.

USER:

CITY OF GAUTIER

_____

_____
CITY MANAGER

_____
PRINT NAME AND TITLE

_____
PRINT NAME

_____
PRINT LEAGUE NAME

SEASON :_____(YEAR)

LEAGUE PRESIDENT: _____

Councilman Jackson made the motion to approve the placement of three (3) temporary speedbumps, as presented, on Ferry Road for sixty (60) days. Councilman Elbin seconded the motion. The motion 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 218-2023

WHEREAS, the Utility Department requests to place three (3) speed bumps, approximately 2500 linear feet, on Ferry Road for sixty (60) days; and

WHEREAS, the speedbumps will be placed between Stillwater and Piney Lane, just north of Magnolia Bluff, and just north of Kingslea Drive; and

WHEREAS, Miss. Code Ann. Section 21-37-3 (1972) reads, in pertinent part, as follows: [T]he governing authorities of municipalities shall have the power to exercise full jurisdiction in the matter of streets, ...; to open and lay out and construct the same; and to repair, maintain, pave, sprinkle, adorn, and light the same; and

WHEREAS, Miss. Code Ann. Section 21-19-15 (1972) reads, in pertinent part, as follows: The governing authorities of municipalities shall have power to make all needful police regulations necessary for the preservation of good order and peace of the municipality and to prevent injury to, destruction of, or interference with public or private property; and

WHEREAS, pursuant to this authority, the Mayor and City Council hereby find that placement of the above speedbumps is, in fact, necessary to preserve the good order and peace of the City or to prevent injury to public or private property.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the placement of three (3) temporary speedbumps, as described above, is hereby approved.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

Councilman Jackson made the motion to submit an application to the Mississippi Outdoor Stewardship Trust Fund, as presented, for additional restrooms at Town Commons Park. Councilman Anderson 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 219-2023

WHEREAS, the Mississippi Outdoor Stewardship Act (House Bill 606, 2022 Regular Session) was passed to establish a funding mechanism to encourage investment in outdoor recreation and conservation projects to state agencies, and to expand the availability of these projects to counties, municipalities, and nongovernmental entities; and

WHEREAS, the Act established the Outdoor Stewardship Trust Fund, from which the Board of Trustees may disburse monies to qualifying counties, municipalities, state agencies, and nongovernmental entities; and

WHEREAS, Monies from the Fund may only be used and expended for the following:

1. Improvement of state park outdoor recreation features and trails;
2. Acquisition and improvement of parks and trails by counties and municipalities, if such parks and trails lie within the jurisdiction of such counties and municipalities;
3. Restoration or enhancement projects to create or improve access to public waters and lands for public outdoor recreation, conservation education, or the safe use and enjoyment of permanently protected conservation land;
4. Restoration or enhancement on privately owned working agricultural lands and forests that support conservation of soil, water, habitat of fish and wildlife resources;
5. Restoration or enhancement of wetlands, native forests, native grasslands and other unique habitats important for Mississippi's fish and wildlife; and
6. Acquisition of critical areas for the provision or protection of clean water, wildlife, hunting, fishing, military installation buffering or natural resource-based outdoor recreation.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the submission of a grant application to the Mississippi Outdoor Stewardship Trust Fund for additional restrooms at Town Commons Park is hereby approved.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

Councilman Jackson made the motion to submit an application to the Mississippi Outdoor Stewardship Trust Fund, as presented, for the concessions building at Town Commons Park. Councilman Anderson 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 220-2023

WHEREAS, the Mississippi Outdoor Stewardship Act (House Bill 606, 2022 Regular Session) was passed to establish a funding mechanism to encourage investment in outdoor recreation and conservation projects to state agencies, and to expand the availability of these projects to counties, municipalities, and nongovernmental entities; and

WHEREAS, the Act established the Outdoor Stewardship Trust Fund, from which the Board of Trustees may disburse monies to qualifying counties, municipalities, state agencies, and nongovernmental entities; and

WHEREAS, Monies from the Fund may only be used and expended for the following:

1. Improvement of state park outdoor recreation features and trails;
2. Acquisition and improvement of parks and trails by counties and municipalities, if such parks and trails lie within the jurisdiction of such counties and municipalities;
3. Restoration or enhancement projects to create or improve access to public waters and lands for public outdoor recreation, conservation education, or the safe use and enjoyment of permanently protected conservation land;
4. Restoration or enhancement on privately owned working agricultural lands and forests that support conservation of soil, water, habitat of fish and wildlife resources;
5. Restoration or enhancement of wetlands, native forests, native grasslands and other unique habitats important for Mississippi's fish and wildlife; and
6. Acquisition of critical areas for the provision or protection of clean water, wildlife, hunting, fishing, military installation buffering or natural resource-based outdoor recreation.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the submission of a grant application to the Mississippi Outdoor Stewardship Trust Fund for the Concession Building at Town Commons Park is hereby approved.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

Councilman Anderson made the motion to submit an application to the Mississippi Outdoor Stewardship Trust Fund, as presented, for the Bob Hayes Park Playground. 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 221-2023

WHEREAS, the Mississippi Outdoor Stewardship Act (House Bill 606, 2022 Regular Session) was passed to establish a funding mechanism to encourage investment in outdoor recreation and conservation projects to state agencies, and to expand the availability of these projects to counties, municipalities, and nongovernmental entities; and

WHEREAS, the Act established the Outdoor Stewardship Trust Fund, from which the Board of Trustees may disburse monies to qualifying counties, municipalities, state agencies, and nongovernmental entities; and

WHEREAS, Monies from the Fund may only be used and expended for the following:

1. Improvement of state park outdoor recreation features and trails;
2. Acquisition and improvement of parks and trails by counties and municipalities, if such parks and trails lie within the jurisdiction of such counties and municipalities;
3. Restoration or enhancement projects to create or improve access to public waters and lands for public outdoor recreation, conservation education, or the safe use and enjoyment of permanently protected conservation land;
4. Restoration or enhancement on privately owned working agricultural lands and forests that support conservation of soil, water, habitat of fish and wildlife resources;
5. Restoration or enhancement of wetlands, native forests, native grasslands and other unique habitats important for Mississippi's fish and wildlife; and
6. Acquisition of critical areas for the provision or protection of clean water, wildlife, hunting, fishing, military installation buffering or natural resource-based outdoor recreation.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the submission of a grant application to the Mississippi Outdoor Stewardship Trust Fund for the Bob Hayes Park Playground is hereby approved.

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

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

_____
MAYOR

ATTEST:

_____

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

During City Manager comments, Councilman Anderson made the motion to approve the Jackson County Board of Supervisors to provide $600,000 in funding for the Town Commons Park/Amphitheater project and professional services, as presented. Councilman Gollott seconded the motion. The vote was carried unanimously.

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

RESOLUTION NUMBER 198-2023

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI TO REQUEST APPROVAL FROM THE JACKSON COUNTY BOARD OF SUPERVISORS FOR FUNDING ASSOCIATED WITH THE TOWN COMMON PARK/AMPHITHEATER PROJECT AND PROFESSIONAL SERVICES

WHEREAS, the City of Gautier is currently in the construction phase of the Town Commons/Amphitheater Project and requires additional funding to complete construction of infrastructure associated with same; and

WHEREAS, House Bill 35, 2002, is a Local and Private law authorizing Jackson County and its incorporated municipalities to share governmental equipment, manpower, services and resources as mutually agreed upon; and

WHEREAS, pursuant to House Bill 35, the Mayor and Council of the City of Gautier, Mississippi seek monetary assistance from the Jackson County Board of Supervisors in the amount of $600,000.00 for the Town Commons Park/Amphitheater Project and professional services;

WHEREAS, the Mayor and Council Members of the City of Gautier, Mississippi hereby find that it would be in the best interests of the citizens of Jackson County, Mississippi and the City of Gautier if the such funds were provided;

BE IT THEREFORE RESOLVED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City hereby requests approval from the Jackson County Board of Supervisors to provide $600,000.00 in funding for the Town Commons Park/Amphitheater Project and professional services.

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

Motion was made by **Councilman Anderson,** seconded by **Councilman Gollott,** and the following vote was recorded:

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
Rusty Anderson
Dante Elbin

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 21, 2023.

Councilman George made the motion to adjourn until May 7, 2023 at 6:30pm. Councilman Gollott 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 May 7, 2023.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:	**March 7, 2023**
Title:	**Receive December 2022 Finance Reports**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Receive December 2022 Finance Reports.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

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 000-2023

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for November 2022 are hereby received.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting March 7, 2023.

DEC 2022 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$3,459,667.50
HB1 Modernization Act Funds	Depository Account	002-000-001	$1,018,436.07
ARP Fiscal Recovery Funds	Depository Account	003-000-001	$3,241,993.91
MDAH School House Grant	Depository Account	030-000-001	$1,783.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	$269,594.83
U S Justice Equitable Sharing	Depository Account	157-000-001	$93,510.01
Fire Protection Fund	Depository Account	160-000-001	$328,349.00
Tidelands Grant	Depository Account	171-000-001	$30,729.38
Library Support Fund	Depository Account	172-000-001	$1,767.26
Shepard State Park Fund	Depository Account	176-000-001	$72,307.90
USDA NRCS EWP Program	Depository Account	300-000-001	$3,395.07
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	$75,482.54
Town Center Retail Dev Complex	Depository Account	309-000-001	
Solid Waste Fund	Depository Account	404-000-001	$169,500.45
EPA: Brownfields Assessment	Depository Account	409-000-001	
	General Ledger Cash Balance		$8,766,517.35
	General Depository Reconciled Cash Balance		$8,766,517.35

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	$0.01
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	$0.00
Water & Sewer Utility	Enterprise Account	400-000-002	$3,185,819.81
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	$47,562.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
	General Ledger Cash Balance		$3,233,382.34
	Enterprise Reconciled Cash Balance		$3,232,543.60

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	$1,477,342.65
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	$1,501,952.86
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	$186,582.40
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	$723,226.65
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	$50,571.22
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	$50,571.22
MSPAC_TC Park HB1535 Project	Restricted Fund	304-000-004	$4,005,207.64
SB 2948 Town Commons Funding	Restricted Fund	304-000-005	$1,002,725.76
SB 2971 Amphitheater-Museum	Restricted Fund	304-000-006	$2,003,893.47
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	$998,809.94
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	$36,667.58
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	$57.84
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	$4,670,848.45
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	$167,841.53
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	$254,947.19
Customer Meter Deposit Funds	Restricted Fund	406-000-001	$928,062.95
	Total Bond & Restricted Reconciled Cash Balances		$18,059,309.35

DEC 2022
YEAR TO DATE TOTALS

General Fund Totals		BUDGET FY 2023	DEC 2022	Balance	25.0% % to date
	General Fund Revenues	11,250,849.00	1,233,739.92	10,017,109.08	10.9%
	Expenditures:				
001	Legislative	265,541.00	79,181.69	186,359.31	29.8%
010	City Court	340,660.00	76,637.85	264,022.15	22.4%
021	City Manager	336,800.00	63,690.85	273,109.15	18.9%
022	Human Resources	76,928.00	17,009.37	59,918.63	22.1%
040	City Clerk	505,751.00	117,675.12	388,075.88	23.2%
060	City Attorney	160,000.00	33,750.00	126,250.00	21.0%
090	Economic Dev - Planning	521,675.00	131,055.99	390,619.01	25.1%
092	Building & General Expenses	1,321,000.00	473,087.53	847,912.47	35.8%
094	Grants & Project Admin	235,608.00	55,667.03	179,940.97	23.6%
100	Police	3,165,971.00	670,372.77	2,495,598.23	21.1%
161	Fire	3,024,807.00	649,986.93	2,374,820.07	21.4%
170	Recreation	823,599.00	190,644.97	632,954.03	23.1%
201	PW: Streets	381,300.00	29,682.50	351,617.50	7.7%
205	PW: Maintenance	393,295.00	68,559.84	324,735.16	17.4%
680	Debt Service	87,454.00	0.00	87,454.00	
900	Interfund Transfers	882,540.00	0.00	882,540.00	
	General Fund Expenditures	12,522,929.00	2,657,002.44	9,865,926.56	21.2%
	Total Operating Expenditures	10,883,155.00	2,618,567.23	8,264,587.77	
	Total Capital Outlay Expenditur	579,741.00	755.88	578,985.12	
	Total Debt Service	177,493.00	37,679.33	139,813.67	
	Total Transfers Out	882,540.00	0.00	882,540.00	
	Total Unappropriated	0.00	0.00	0.00	
	Check Total	12,522,929.00	2,657,002.44	9,865,926.56	
	Personnel	7,483,099.00	1,729,294.90	5,753,804.10	
	Supplies	749,211.00	152,982.96	596,228.04	
	Other Services	2,650,845.00	736,289.37	1,914,555.63	
	Capital Outlay	579,741.00	755.88	578,985.12	
	Debt Service	177,493.00	37,679.33	139,813.67	
	Interfund Transfers for DS	882,540.00	0.00	882,540.00	
	Unappropriated	0.00	0.00	0.00	
	Check Total	12,522,929.00	2,657,002.44	9,865,926.56	

DEC 2022
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2023	As of DEC 2022	Balance	*25.00% % to date*
002 HB1 Modernization Funds				
Revenues	1,123,294.00	0.00	1,123,294.00	
Expenditures	2,141,730.07	0.00	2,141,730.07	
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	0.00	0.00	0.00	
Expenditures	3,627,788.00	394,706.35	3,233,081.65	*10.8%*
030 MDAH 2014 Community Heritage				
Revenues	0.00	0.00	0.00	
Expenditures	1,783.43	0.00	1,783.43	
130 $7M GO Bond - Capital Improvements				
Revenues	4,881,610.65	40,583.78	4,841,026.87	*0.8%*
Expenditures	6,888,697.89	483,974.71	6,404,723.18	*7.0%*
156 SE MS METRO TASK FORCE				
Revenues	0.00	15,000.00	(15,000.00)	
Expenditures	276,395.10	22,040.36	254,354.74	*7.9%*
157 US Justice Equitable Sharing				
Revenues	0.00	7,227.36	(7,227.36)	
Expenditures	80,762.65	0.00	80,762.65	
160 Fire Protection Fund				
Revenues	543,000.00	0.00	543,000.00	
Expenditures	679,950.79	9,431.98	670,518.81	*1.3%*
171 Combined Tidelands Grant				
Revenues	824,870.30	73,247.28	751,623.02	*8.8%*
Expenditures	819,802.40	37,450.00	782,352.40	*4.5%*
172 Library Support Fund				
Revenues	126,031.00	5,197.14	120,833.86	*4.1%*
Expenditures	126,031.00	6,998.53	119,032.47	*5.5%*
176 Shepard State Park				
Revenues	241,905.00	43,558.83	198,346.17	*18.0%*
Expenditures	278,715.00	31,899.94	246,815.06	*11.4%*
177 HB1353 Local Imps: Shepard				
Revenues	0.00	1,694.41	(1,694.41)	
Expenditures	1,500,000.00	0.00	1,500,000.00	
250 2018 W&S Bond Debt Service				
Revenues	288,762.00	72,187.00	216,575.00	*24.9%*
Expenditures	288,119.00	64,059.38	224,059.62	*22.2%*

DEC 2022
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2023	As of DEC 2022	Balance	*25.00% % to date*
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,655.00	10,395.24	259.76	*97.5%*
Expenditures	608.00	0.00	608.00	
252 2019 W&S Bond Debt Service				
Revenues	385,146.00	96,145.26	289,000.74	*24.9%*
Expenditures	376,638.00	300,106.25	76,531.75	*79.6%*
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,855.00	10,518.34	336.66	*96.8%*
Expenditures	866.00	0.00	866.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	298,257.00	41.36	298,215.64	
Expenditures	298,157.00	0.00	298,157.00	
255 S2020 Refnd GO Bond Debt Service				
Revenues	500,383.00	0.00	500,383.00	
Expenditures	500,383.00	0.00	500,383.00	
300 USDA-NRCS EWP				
Revenues	150,029.46	0.00	150,029.46	
Expenditures	0.00	0.00	0.00	
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	19,161.00	0.00	19,161.00	
Expenditures	94,839.47	0.00	94,839.47	
304 Town Commons Park Project				
Revenues	259,000.00	6,609.00	252,391.00	*2.5%*
Expenditures	8,142,015.35	29,300.00	8,112,715.35	*0.3%*
305 S2019 MPI GO Bond Construction Fund				
Revenues	1,900.00	1,196.80	703.20	*62.9%*
Expenditures	20,721.68	0.00	20,721.68	
307 Bacot Park Improvements				
Revenues	0.00	0.00	0.00	
Expenditures	0.00	65,257.82	(65,257.82)	
309 Town Center Retail Dev Complex				
Revenues	0.00	0.00	0.00	
Expenditures	0.00	0.00	0.00	
355 Water Supply & Treatment Plant				
Revenues	325,563.64	5,328.55	320,235.09	*1.6%*
Expenditures	5,123,657.43	113,704.50	5,009,952.93	*2.2%*

DEC 2022
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2023	As of DEC 2022	Balance	*25.00% % to date*
360 OST-GV SEWER IMPROVEMENTS				
Revenues	0.00	185,888.81	(185,888.81)	
Expenditures	0.00	0.00	0.00	
361 GV-ROBERTSDALE SEWER IMPS				
Revenues	2,438,666.50	44,933.00	2,393,733.50	*1.8%*
Expenditures	2,438,666.50	22,466.50	2,416,200.00	*0.9%*
404 Solid Waste Fund				
Revenues	1,592,640.00	396,065.90	1,196,574.10	*24.8%*
Expenditures	1,605,000.00	323,405.28	1,281,594.72	*20.1%*
421 MSB - Water Ionization Plant				
Expenditures	47,562.52	0.00	47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	45.00	1,106.81	(1,061.81)	*1459.5%*
Expenditures	45.00	0.00	45.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	450.00	287.62	162.38	*63.9%*
Expenditures	0.00	0.00	0.00	

DEC 2022
YEAR TO DATE TOTALS

ENTERPRISE FUND (400)	BUDGET FY 2023	DEC 2022	Balance	25.0% % to date
Utility Fund Revenues	**9,100,000.00**	**2,273,569.42**	**6,826,430.58**	***24.9%***
Administration	**3,095,272.00**	**776,959.86**	**2,318,312.14**	***25.1%***
Water & Sewer O & M	**3,976,359.00**	**844,772.68**	**3,131,586.32**	***21.2%***
Debt Service	**1,065,477.00**	**154,790.71**	**910,686.29**	***14.5%***
Transfers	**1,793,564.00**	**188,000.00**	**1,605,564.00**	***10.4%***
Contingencies	**200,000.00**	**0.00**	**200,000.00**	
Utility Fund Expenditures	**10,130,672.00**	**1,964,523.25**	**8,166,148.75**	***19.3%***
Total Operating Expenditures	***6,899,631.00***	***1,598,210.83***	***5,301,420.17***	
Total Capital Outlay Expenditures	***172,000.00***	***23,521.71***	***148,478.29***	
Total Debt Service	***1,065,477.00***	***154,790.71***	***910,686.29***	
Total Interfund Transfers	***1,793,564.00***	***188,000.00***	***1,605,564.00***	
Total Contingency Expenditures	***200,000.00***	***0.00***	***200,000.00***	
Check Total	***10,130,672.00***	***1,964,523.25***	***8,166,148.75***	
Personnel	***541,083.00***	***124,858.02***	***416,224.98***	
Supplies	***313,000.00***	***39,575.94***	***273,424.06***	
Other Services	***6,045,548.00***	***1,433,776.87***	***4,611,771.13***	
Capital Outlay	***172,000.00***	***23,521.71***	***148,478.29***	
Debt Service	***1,065,477.00***	***154,790.71***	***910,686.29***	
Interfund Transfers	***1,793,564.00***	***188,000.00***	***1,605,564.00***	
Contingencies	***200,000.00***	***0.00***	***200,000.00***	
Check Total	***10,130,672.00***	***1,964,523.25***	***8,166,148.75***	

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:	**March 7, 2023**
Title:	**Authorization to remove vehicles from the City of Gautier's inventory**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Authorization to remove vehicles 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	☐	**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:

RESOLUTION NUMBER 000-2023

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING VEHICLES FROM THE CITY OF GAUTIER'S INVENTORY

WHEREAS, the City Clerk Department is requesting the following vehicles be removed from inventory and declared surplus:

- 2005 Ford F250 - asset number 1617
- 2001 MIFU 639 Street Sweeper - asset number 2943
- 1990 Ford F350 Custom - asset number 2938,
- 2008 Ford F350 - asset number 916
- 2005 Ford E350 - asset number 920
- 1994 Chevrolet Silverado 1500 - asset number 921
- 2008 Ford F350 - asset number 924,
- 2011 Freightliner Dump Truck - asset number 925,
- 1998 International Bucket Truck - asset number 927
- 2003 Ford Taurus, VIN 1FAFP53U03A172258
- Bill Goat Mower - asset number 749,
- Turk Tiger Mower - asset 742
- Laser 2 Xmark Mower - asset 743
- 2004 Ford Expedition - asset number 1643
- 1987 E-1 Fire Pumper - asset number 2279
- 1994 Freightliner Fire Pumper - asset number 2278

WHEREAS, the Mayor and Members of the Council have determined that given the condition, these vehicles have no value, and therefore removal from inventory and discard by auction or scrap is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the vehicles described above is hereby removed from inventory and declared surplus.

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

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

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 7th of March, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 02/28/2023
Subject: Authorization to remove vehicles from the City of Gautier's Inventory.

REQUEST:
City Council authorization is requested by the City Clerk Department to remove a 2005 Ford F250, VIN 1FTNX20515EB86487, asset number 1617, a 2001 MIFU 639 Street Sweeper, VIN JW6AAC1H21L002338, asset number 2943, a 1990 Ford F350 Custom, VIN 1FDJF37H4LNB01271, asset number 2938, a 2008 Ford F350, VIN 1FTWW30R38EC98695, asset number 916, a 2005 Ford E350, VIN 1FBSS31S05HA64928, asset number 920, a 1994 Chevrolet Silverado 1500, VIN 1GBJC34K0RE259004, asset number 921, a 2008 Ford F350, VIN 1FTWW30588EA69832, asset number 924, a 2011 Freightliner Dump Truck, VIN 1FYACXDT7BDA26916, asset number 925, a 1998 International Bucket Truck, VIN 1HTSCABN8XH626148, asset number 927, a 2003 Ford Taurus, VIN 1FAFP53U03A172258, a Bill Goat Mower asset number 749, a Turk Tiger Mower asset 742, a Laser 2 Xmark Mower asset 743 , these vehicles fall under the Recreation Department, and a 2004 Ford Expedition, VIN 1FMPU15L44LA66160, asset number 1643 that falls under the Planning Department from the City of Gautier's inventory and discard either by auction or scrap yard.

BACKGROUND:
The City Clerk's Department has determined that these vehicles are no longer in working order and have been replaced. These vehicles would cost the City more to repair than they are worth and they have been in the back maintenance yard for a while and need to be removed. The vehicles will be sold at auction or scrapped when maintenance has determined which will be best for the City. Removal from inventory is in the best interest of the City of Gautier.

DISCUSSION:
None.

RECOMMENDATION:
The City Staff recommends that City Council authorize the removal of these vehicles from inventory so the inventory spreadsheet may be updated.

ATTACHMENTS:

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:	**March 7, 2023**
Title:	**Authorization to remove various items from the Gautier Police Department's inventory**
Introduced by:	
Contact Person/Telephone	**David Bever 497-8000**

Summary Explanation: Authorization to remove various items from the Gautier Police Department'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	☐	**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:

RESOLUTION NUMBER 000-2023

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING VARIOUS ITEMS FROM THE CITY OF GAUTIER'S INVENTORY

WHEREAS, the City Clerk Department is requesting the following items, identified in Exhibit A, to be removed from inventory and declared surplus; and

WHEREAS, the Mayor and Members of the Council have determined that given the condition, the items have no value, and therefore removal from inventory and designation as surplus is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the equipment described in Exhibit A to this Resolution is hereby removed from inventory and declared surplus.

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

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

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 7th of March, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Chief David Bever, Police Department

Date: March 1, 2023

Subject: Designating Police Department Property Items as Surplus

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REQUEST:

The Police Chief requests the City Council to designate certain property of the police department as surplus.

BACKGROUND:

The police department currently has several items on inventory that are either obsolete, outdated and/or not in working order.

DISCUSSION:

Attached is a list of items to be surplused that are not needed by the Police Department.

RECOMMENDATION:

The Police Chief recommends the City Council designate the listed property as surplus.

ATTACHMENT(S):

1. List of Items to be Removed from Inventory.

EXHIBIT A

Police Department Items to be Removed from Inventory

Furniture:

Guest Chairs ID Numbers - 597, 598, 630, 595, 596, 618, 619, 603, 605, 629, 601, 602, 608, 606, 528, 529, 976

Desks ID Numbers - 555, 538, 572, 545, 499

TVS - 443, 427, 426

Shelves ID Numbers - 540, 500

Couches ID Numbers - 617, 594

Cameras:

Canon ID Numbers - 1219, 532, 1094, 1095, 1476

Kodak ID Numbers - 1234, 1510, Serial # KCGGL 71323449(NOT FOUND IN MASTER INVENTORY)

Nikon ID Numbers - 1477

Sony ID Numbers - 02004(Old Number), 1299

Olympus ID Numbers - Ser # 124104702(NOT FOUND IN MASTER INVENTORY)

Radar's:

Kustom HR-12 ID Number - 1406

Genesis ID Numbers - 1409, 1410, 1157, and Ser #G24185(no tag)

Stalker Radar ID Numbers - 1251, 1599, 1136, 1274, 1607, 1060, 1203, 1266, 1586

Intoxilyer:

PORTABLE INTOXILYZER CMI S-D2 CMI-S-D2 ID 1113

Recorder:

Olympus #01485(old number)

Phone:

Globalster- ANATEL NO:112899-AGG0540

EXHIBIT A

Vehicles:

Ford Crown Victoria:

2007 VIN#2FAFP71W87X115805 ID 1284

2007 VIN# 2FAFP71V58X179616 ID 1147

2007 VIN#2FAFP71W37X115808 ID 1141

2007 VIN#2FAFP71W47X115803 ID 1147

2007 VIN#2FAFP71W97X112797 ID 1057

2007 VIN#2FAFP71WX7X115806 ID 1469

2007 VIN #2FAFP71W17X115810 ID 1517

2007 VIN#2FAFP71W07X112798 ID 1270

2007 VIN#2FAFP71W67X115804 ID 1603

2008 VIN#2FAFP71V18X179614 ID 1595

2007 VIN#2FAFP71W57X115809 ID 1200

2007 VIN#2FAFP71W27X112799 ID 1132

2011 VIN#2FABP7BV2BX124402 ID 1247

2007 VIN#2FAFP71W27X112799 ID 1132

2007 VIN#2FAFP71W77X112796 ID 1164

2011 VIN#2FABP7BV8BX124405 ID 1208

2007 VIN#2FAFP71W77X112801 ID 1262

1990 BMY Harsco M923A2 VIN#2300862 ID 3923

2001 International Hazmat Truck VIN#1HTSLAAL191H354782 ID 2880

1990 BMY Harsco M923A2 VIN#2300862 ID 3923

2005 Chrysler 300 VIN#2C3JA53G35H645238 ID 1140

2006 Ford Fusion VIN#3FAFP08146R113497 ID 1087

Motorcycles

2007 Harley Davidson VIN#1HD1FMM197Y672730 ID 1185

In Car Cameras Digital Ally

ID Numbers 966, 1137, 1277, 1212, 1204, 1269, 1150, 1600, 1137, 1277, 1212, 1204, 1269

EXHIBIT A

Body Cameras Safety Vision:

Charging Station ID 2515

Body Cameras ID Numbers - 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2497, 2498, 2499, 2500, 2501, 2502, 2503(Lost), 2504, 2505, 2506, 2507, 2508, 2508, 2509, 2510, 2511(Lost), 2512, 2513, 2514

Soundoff Light Bars ID NUMBERS - 1194, 1129, 1225, 1567, 1067, 1174, 1272, 1149, 1471, 1264, 1249, 1210, 1133, 1166, 1111, 1202, 1597, 1059, 1605, 1519, 1156, 1618, 1612, 1142, 1133, 1264, 1584

Whelen Strobe Light Bars - No ID Tags – Serial Number - 65462, 65481, 65487, 65461, 65459, 209944, 65487, 237568, 40314, 64629, 198266 and two units with no identifying numbers on them.

Setina Cages for Vehicles ID Numbers - 1571, 1144, 1614, 1106, 1252, 1275, 1170, 1062, 1153, 1214, 1144, 1206, 1267, 1614, 1601, 1138, 1275, 1473, 1170, 1062, 1153, 1214, 1206, 1267, 1588

K-9 Kennel ID Numbers – 1648, 1649, 960

Consoles for Vehicles:

2014 Charger Counsel ID 2602

Setina Push Bars:

ID 1224, 1145, 2745, 1148, 1596, 1134, 1271, 1604, 1470, 1165, 1064, 1148, 1201, 1583

Window Bars:

Crown Victoria - ID 1572, 1146, 1266, 1107, 1572, 1602, 1139, 1276, 1474, 1171, 1063, 1215, 1207, 1266, 1589

Charger - ID 1107

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:	**March 7, 2023**
Title:	**Authorization to enter into a Public Sale Consignor Agreement with Long Beach Auto Auction**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Authorization to enter into a Public Sale Consignor Agreement with Long Beach Auto Auction

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 000-2023

WHEREAS, the City of Gautier has numerous vehicles, mowers, and other items that are not in working order and which have been removed from inventory and declared surplus; and

WHEREAS, pursuant to Miss. Code Ann. 17-25-25(4), municipalities may dispose of surplus personal property by public auction;

WHEREAS, Long Beach Auto Auction is bonded, licensed, and insured with the State and will provide the facilities, as well as all supplies, labor, and auctioneers as needed for all auctions; and

WHEREAS, Long Beach Auto Auction has offered to auction those items identified in the attached materials pursuant to the provided agreement; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Public Sale Consignor Agreement with Long Beach Auto Auction 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 March 7, 2023.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 02/28/2023
Subject: Approval of a Public Sale Consignor Agreement with Long Beach Auto Auction

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REQUEST:
The City Clerk's Department requests City Council authorization to enter into an agreement with Long Beach Auto Auction. The Auction will provide the City of Gautier with a settlement sheet showing gross sales, auction commission (10% of gross proceeds) and any transportation cost ($75 per vehicle and will be handled by the auction) or additional charges. Payment to the City of Gautier will be made with a cashier's check for the Net Proceeds. The cost of transporting the larger items will be determined by size and whether it will be cost effective prior to sale. Per the rep, the running or driving condition of the vehicles does not matter as it will be an onsite sale. Items will be sold Absolute (meaning the final bid will be the selling price unless there is a reserve set) and "As-is" and all sales are final. The Auction will sell the vehicles, mowers and other items that have been previously removed from inventory.

BACKGROUND:
Long Beach Auto Auction, Inc. is bonded and licensed with the State of Mississippi and is insured. The Auction will provide the facilities as well as all supplies, labor and auctioneers as needed for all auctions. The Auction will provide an experienced title clerk to assist in the transfer of titles on any applicable vehicle. The Auction has developed and will administer an advertising campaign in an effort to reasonably attract as many buyers as possible for each auction. The Auction will provide such advertising at no cost to the City of Gautier for any scheduled auction.

DISCUSSION:
The City of Gautier has numerous vehicles, mowers and other items that are not in working order and need to be removed from the City of Gautier's property. Some of the vehicles were used for parts and some were not cost effective for the City of Gautier to have repaired. Selling at auction is best for the City of Gautier to recoup funds from those vehicles, mowers and other items that have been removed from inventory.

RECOMMENDATION:
The City Staff recommends that the City Council approve an agreement with Long Beach Auto Auction for the sale of unwanted vehicles and items that have been removed off inventory.

ATTACHMENTS:
1. Gautier PublicSale Agreement 2023

Long Beach Auto Auction

PUBLIC SALE CONSIGNOR AGREEMENT

This is an agreement between Long Beach Auto Auction, Inc. of 8494 County Farm Road, Long Beach Mississippi ("Auction"), and the City of Gautier ("Consignor") to provide public auction services as needed.

- Long Beach Auto Auction, Inc. is bonded and licensed with the State of Mississippi and is insured.
- The Auction will provide the facilities as well as all supplies, labor and auctioneers as needed for all auctions.
- The Auction will provide an experienced title clerk to assist in the transfer of titles on any applicable vehicle.
- The Auction has developed and will administer an advertising campaign in an effort to reasonably attract as many buyers as possible for each auction. The Auction will provide such advertising at no cost to Consignor for any scheduled auction.
- All auction vehicle(s) or other item(s) not requiring covered storage can be transported to and stored by the Auction in a secured fenced area until said item goes up for auction or is removed from the auction by the Consignor. A printed list of stored items can be provided at any time upon request. Consignor shall have unlimited access to their stored auction items during the Auction's normal business hours. Business hours are 8-5 Monday – Thursday and 8-12noon Friday.
- The Auction can provide transportation of auction automobiles to the auction facility at a cost of ($75) seventy-five dollars per unit. Transportation charges will be due as part of the auction settlement described below. Oversized or unusual vehicles or equipment may require additional charges but will be approved beforehand by Consignor.
- The Auction will provide Consignor with a settlement sheet showing gross sales, auction commission (10% of gross proceeds) and any transportation or additional charges. Payment to the Consignor will be made with a cashier's check for the Net Proceeds. The auction guarantees this payment to Consignor regardless of the buyer's ability or willingness to pay the Auction. The cashier's check(s) can be broken down and paid to individual departments upon request.
- Items will be sold Absolute and "As-Is" and all sales are final.
- Either party may terminate this agreement upon thirty (30) days written notice. All outstanding invoices must be paid current, and any unsold property will be picked up by the Consignor.
- **The next scheduled sale date: April 22 2023**

Your Signature acknowledges that you understand and agree to the above terms.

	City of Gautier
Long Beach Auto Auction, Inc	Consignor
_____	_____
Signature	Signature
_____	_____
Date	Position
	_____
	Date

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting: March 7, 2023
Title: Approval of a Business Services Agreement renewal with Sparklight for Wi-Fi and internet services at City Hall

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

Summary Explanation: Approval of the renewal of the service agreement with Sparklight for WiFi and internet services at City Hall. Monthly increase will be $2.00.

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 000-2023

WHEREAS, City Hall utilizes the internet for daily work routines and procedures; and

WHEREAS, Cable One has provided the internet service for the City of Gautier and was brought out by Sparklight Business in 2019; and

WHEREAS, after the renewal, the service charge and equipment fees will cost $148.43 per month for three (3) years, reflecting a monthly increase of $2.00; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that renewal of the attached Sparklight Business Services agreement is hereby approved, contingent upon leg al approval.

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 March 7, 2023.

Sparklight Business	Business Service Agreement
	Date: 2/28/2023 8:28 AM

Sparklight Business Account Rep:	Steven Gross	**Sparklight System Address:**	
Phone Number:	6023646565	210 E Earll Drive	
Fax Number:	8883446040	Phoenix, AZ 85012	
Customer Information		**Authorized Customer Representative**	
Company Name:	City of Gautier	**Full Name:**	Leoqueita Reddix
Street Address:	3330 Highway 90	**Billing Telephone:**	(228) 497-8000
City/State/Zip:	Gautier, MS, 39553	**Fax:**	
Billing Address:	PO BOX 670	**Contact Number:**	228 497 8000
City/State/Zip:	Gautier, MS 39553	**Email:**	lreddix@gautier-ms.gov
Sparklight Account#	107571481		

Taxes and Fees Not Included

Service

Service Description	Quantity
Business Internet 150	1
1 Static IP	1
Installation Charge(May Include Construction):	$0.00
Term (In Months):	36
Total:	$148.43

Equipment

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	$10.99	$10.99

Agreement

THE SERVICE CHARGES AND FEES TOTAL $148.43 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITED BY LAW.

By signing below, Customer represents and warrants to Sparklight that Customer has the authority to execute, deliver, and agrees to be bound by and comply with the terms of this Business Services Agreement and the General Terms and Conditions available at https://business.sparklight.com/legal/general-terms, which are incorporated herein by this reference (the "General Terms"). THE GENERAL TERMS INCLUDE AN ARBITRATION SECTION, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE BUSINESS SERVICES AGREEMENT THROUGH ARBITRATION, AND BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY. Sparklight may accept this Business Services

Agreement by (a) countersigning below; or (b) commencing to deliver the Service(s) specified in this Business Services Agreement.

Customer Authorized Signature

Name (Print)

Date

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:	**March 7, 2023**
Title:	**Approval of the Special Consulting Agreement with WSP for a non-quantitative treatment analysis and Mental Health Parity Attestation**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Approval of the Special Consulting Agreement with WSP for a non-quantitative treatment limitation analysis on the City of Gautier Health Benefit Plan, as required under the Mental Health Parity and Addiction Equity Act (MHPAEA).

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 000-2023

WHEREAS, Prior to 2023, an opt out for MHPAEA existed for self-funded governmental entities; and

WHEREAS, due to Congress eliminating the option in the 2023 Consolidated Appropriations Act, the City is now required to provide an analysis of NQTLs to federal agencies or state authorities upon request; and

WHEREAS, NQTLs are items such as prior authorizations, written treatment plans, medical necessity reviews, or any other limitations or conditions not tied to s set number such as copayments or office visit limits; and

WHEREAS, the WSP proposal has been chosen as the most competitive at $12,500. As a HUB client, the City will receive a $2,500 discount on the service; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Special Consulting Agreement with WSP for a non-quantitative treatment analysis on the City of Gautier Health Benefit Plan, as required under the Mental Health Parity and Addiction Equity Act 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 March 7, 2023.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Teresa L Montgomery, City Clerk

Date: 02/28/2023

Subject: Special Consulting Agreement for MHPAEA Attestation

REQUEST:
Approve WSP to perform a non-quantitative treatment limitation (NQTL) analysis on the City of Gautier Health Benefit Plan required under the Mental Health Parity and Addiction Equity Act (MHPAEA).

BACKGROUND:
Prior to 2023, an opt out for MHPAEA existed for self-funded governmental entities. Congress eliminated this option in the 2023 Consolidated Appropriations Act. The City is now required to provide an analysis of NQTLs to federal agencies or state authorities upon request.

DISCUSSION:
NQTLs are items such as prior authorizations, written treatment plans, medical necessity reviews, or any other limitations or conditions not tied to a set number such as copayments or office visit limits. The testing is to insure that the NQTLs for mental health and substance abuse disorder benefits are not more restrictive than those for regular medical/surgical benefits. The WSP proposal has been chosen as the most competitive at $12,500. As a HUB client, the City will receive a $2,500 discount on the service.

RECOMMENDATION:
It is recommended the Gautier City Council approve the Special Consulting Agreement with WSP for a NQTL analysis and Mental Health Parity Attestation.

ATTACHMENT:
WSP Special Consulting Agreement

Special Consulting Agreement: WSP Mental Health Parity Attestation

Paula Yancey
City Manager
City of Gautier, Mississippi

Hello Paula,

WSP is please to offer you this agreement to perform the Mental Health Parity Attestation for the City of Gautier, Mississippi. Please let me know if you have any questions.

Mental Health Parity:

1. As of February 10th, 2021, every health plan needs to have a detailed analysis on-hand to show they meet the DOL's requirements with respect to mental health and substance abuse benefits. It is not good enough to have a document that says a health plan passes, it is necessary to explain why it is in compliance.
2. The DOL can impose fine for non-compliance of the benefit requirements (up to $100 per day per member).
3. The DOL is rather vague on requirements. However, the DOL does have a self-compliance tool on-line. This website has eight questions/requirements that each employer group needs to answer/show that the benefit plan does not discriminate against mental health and substance abuse benefits. https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/mental-health-parity/self-compliance-tool.pdf
4. The regular price for the WSP MHP Attestation is $15,000. As a special offer to HUB clients – WSP will complete the MHP Attestation for **$12,500**.

Services Provided:

WSP will provide the following services to the Client:

1. WSP will determine if the plan designs comply with Mental Health Parity regulations for the 2022 plan year based on the Department of Labor (DOL) "Self-Compliance Tool for Mental Health Parity"
2. WSP will prepare a formal report (Actuarial Attestation) signed by an FSA with detail as to how the medical plans passes each of the test in the compliance tool.
3. If the group does not pass the test – WSP will give the client information as to why it didn't pass and make recommendations as to how to be in compliance.
4. WSP will be available to answer all questions from the DOL or a specific state Department of Insurance (DOI)
5. The project will be completed within six weeks of receiving the data listed below

WSP will need the following information to perform this assignment:

1. Plan documents for the medical health plans to be evaluated
2. 2022 plan year incurred claims (paid through 12/31/2022) with the following information:
    a. Plan Identifier
    b. Claimant (can be de-identified)
    c. CPT code
    d. Revenue code if facility claim
    e. Billed claim
    f. Allowed claim
    g. Co-pay paid
    h. Deductible paid
    i. Coinsurance amount
    j. Actual paid claim
    k. In/Out-of-Network Indicator
    l. Place of Service and/or Inpatient/Outpatient/Other indicator
3. List of all denied claims along with:
    a. CPT codes
    b. Dollar amounts
    c. Reason for denial
4. Any documents from the TPA claiming Mental Health Parity compliance
5. May be additional requirements for testing once WSP dissects the information
6. WSP will help walk the Client through the data requirements

Compensation

Compensation for WSP will be as follows:

$12,500 payable as follows: $5,000 at inception and $7,500 upon completion of the report

Note: the price above reverts to the rate of $25,000 in the event the employer group is currently under a DOL or DOI audit

Other Duties

WSP will consider performing additional duties which will be priced on a Fee for Service (FFS) or other agreed upon basis. Any additional activities must be approved by both parties in advance.

Expenses

Client agrees to reimburse WSP for reasonable travel and out of pocket expenses providing travel has been approved by Client. WSP will get permission from the client in advance and provide all necessary documentation of such expenses.

Non-Solicitation

Both WSP and Client are prohibited from solicitation of each other's employees while this agreement is in place and for a two-year period following the date of termination of this agreement.

Term of the Agreement

The term of this agreement will be March 1st, 2023, through December 31st, 2023. This will be extended in the event of a DOL and/or DOI audit.

Agreed to:

_____	_____
Paula Yancey City Manager City of Gautier, Mississippi	Date
_____	_____
Paul Fallisi President WSP	Date

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:	**March 7, 2023**
Title:	**Approval of water and sewer adjustments for March 2023 in the amount of $16,095.05**
Introduced by:	
Contact Person/Telephone	**Ramona Morgan 497- 8000**

Summary Explanation: Approval of water and sewer adjustments for March 2023 in the amount of $16,095.05

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Vaughan	☐	**Colledge**	☐	**George**	☐	**Jackson**	☐	**Gollott**	☐	**Anderson**	☐	**Elbin**	☐

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

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

Action Taken:

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

ORDER NUMBER 000-2023

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 March 2023 in the amount of $16,095.05 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 March 7, 2023.

	MARCH 2023 UTILITY ADJUSTMENTS							
	THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
		100	400	195	130	800		REASON FOR
CUSTOMER NAME	ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
	039-16801-000		144.52				144.52	Faucet Leak
	050-03001-002		158.05	70.00			228.05	Faucet Leak
	050-03301-000	120.00	184.35	70.00			374.35	Line in Yard
	050-15601-001	90.55	147.54	35.00			273.09	Faucet Leak
	056-29431-003	105.28	213.97	70.00	50.00	15.77	455.02	Theft
	059-04401-000	112.20	157.25	70.00			339.45	Line in Yard
	062-27501-001	102.34	222.18	35.00	150.00	20.11	529.63	Frozen Pipe
	065-10401-000	197.26	414.58	35.00			646.84	Hot Water Heater
	065-29201-001	76.64	116.37				193.01	Frozen Pipe
	067-01001-002	305.91	487.81	245.00			1,038.72	Theft
	071-05501-000	2,403.85	2,384.10	210.00			4,997.95	Line in Yard
	074-04101-001	75.00	139.86	35.00			249.86	Line in Yard
	074-07401-002	204.36	430.01	105.00			739.37	Under Slab
	077-01601-000	192.85	404.69	70.00			667.54	Under Slab
	086-01501-010	179.81	258.37				438.18	Line in Yard
	089-08401-006	62.13	96.49	35.00			193.62	Frozen Pipe
	089-18601-001		21.37	35.00			56.37	Faucet Leak
	090-03651-007	100.08	168.91	35.00			303.99	Under Slab
	105-10801-000		92.13				92.13	Pool Fill
	113-34701-008	108.66	247.08	105.00			460.74	Hose left running
	116-14201-001	95.50	158.91	70.00			324.41	Faucet Leak
	116-22301-004	340.73	382.03	35.00			757.76	Theft
	116-29001-000	330.99	371.12	35.00			737.11	Frozen Pipe
	116-33101-001	169.04	189.53	35.00			393.57	Theft
	119-18201-001		27.56				27.56	Frozen Pipe
	122-09401-002	143.48	399.44	105.00	200.00	31.39	879.31	Theft
	139-48251-002		49.03				49.03	Hot Water Heater
	139-50701-000	163.52	305.35	35.00			503.87	Frozen Pipe
	TOTAL	5,680.18	8,372.60	1,575.00	400.00	67.27	16,095.05	
	COMPLETED							

CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
March 7, 2023

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES: