

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
March 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 March 23rd, starting at 11am at the former Singing River Mall Property.
2. 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. A Proclamation recognizing Intellectual and Developmental Disabilities Awareness Month
2. Presentation recognizing the top 10 in the Amazing Shake Competition

V. Business Agenda

1. Approval of a Professional Services Agreement with Goodwyn Mills Cawood for work associated with the Shepard State Park Bath House Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Consideration of a Rezoning of Property from a C-2 Community Commercial to R-1 Low Density Single-Family Residential located at Lot 1, Lark Drive Subdivision, Gautier, MS, PID #85905801.000 (GPC Case No. 23-04-RZ)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consider a request for a five-foot (5') variance to side-yard setback requirements and a two-foot (2') variance to rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District, located at 813 Roys Road, Gautier, MS (GPC #23-05-VAR)

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

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

1. Approval of Minutes from the Special Call Meeting held March 1, 2023 and Regular Council Meeting held March 7, 2023
2. Receive February 2023 Privilege License Report
3. Authorization to accept a monetary donation for two benches at George Martin City Park's Playground area from Gautier Community Pride, Inc.
4. Authorization to accept a monetary donation from Gautier Pride, Inc. for the City of Gautier's Lights and Lagniappe on the Bayou
5. Approval of the Annual Renewal Contract with Singing River Services for the Life Care Plus Program
6. Authorization to enter into a Grant Subaward Agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Citywide Lift Station Upgrades Project
7. Authorization to enter into a Grant Subaward Agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Sanitary Sewer Main Rehabilitation Project
8. Request to waive the pavilion rental fees at Bacot Park Basketball Pavilion for South Mississippi Housing Authority No. VIII for its Strong Family Community Outreach Initiative

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 April 4, 2023 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
March 21, 2023**

ITEM DESCRIPTION:

ANNOUNCEMENTS

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



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**

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*



GAUTIER
MISSISSIPPI

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 21, 2023**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. A Proclamation recognizing Intellectual and Developmental Disabilities Awareness Month
2. Presentation recognizing the top 10 in the Amazing Shake Competition

NOTES:

CITY OF GAUTIER PROCLAMATION

A Proclamation Recognizing Intellectual and Developmental Disabilities Awareness Month

Whereas, more than 47,000 children and adults in the state of Mississippi have an intellectual or developmental disability; and

Whereas, people with intellectual or developmental disabilities share the same desires as other Mississippians including goals in education, meaningful work, and an independent community life; and

Whereas, Mississippians with intellectual or developmental disabilities have the ability, and the right to work, worship, learn, and enjoy life wherever they choose; and

Whereas, Mississippians with intellectual or developmental disabilities contribute significantly to their schools, families, relationships, neighborhoods, faith communities, and the workforce; and

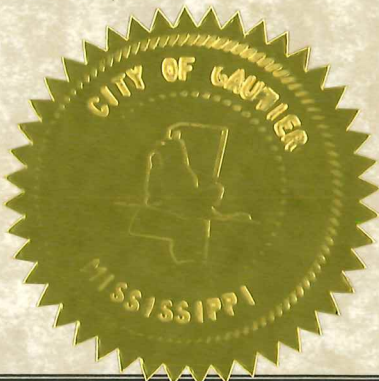
Whereas, people with intellectual or developmental disabilities deserve the total support, respect, and acceptance of all citizens of our state; and

Whereas, all citizens are encouraged to recognize the unique strengths and contributions of people with intellectual or developmental disabilities and that they enrich the state of Mississippi and make it a better place to live for everyone.

NOW, THEREFORE, WE, Casey Vaughan, Mayor, and the Council of the City of Gautier, Mississippi, hereby proclaim the month of March 2023 as

INTELLECTUAL AND DEVELOPMENTAL DISABILITIES AWARENESS MONTH

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 21st, day of March, 2023.



Mayor Casey Vaughan
City of Gautier, Mississippi

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

Council Meeting:

March 21, 2023

Title:

Approval of a Professional Services Agreement with Goodwyn Mills Cawood for work associated with the Shepard State Park Bath House Project

Introduced by:

Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Approval of a Professional Services Agreement with Goodwyn Mills Cawood for the work associated with the Shepard State Park Bath House project in an amount not to exceed \$49,500.00

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	☐
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Second Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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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 requires engineering and other professional services in relation to the Shepard State Park Bath House Project; and

WHEREAS, Goodwyn Mills Cawood has offered to provide these services pursuant to the attached Professional Services Agreement; and

WHEREAS, the scope of work will consist of designing a new bathhouse with laundry facilities at Shepard State Park campground; and

WHEREAS, pursuant to this agreement, Goodwyn Mills Cawood will provide the City with services that include survey, geotechnical investigation, architectural design, structural engineering, electrical engineering, mechanical engineering, plumbing design, bidding and constructing administration services; and

WHEREAS, the design services should take approximately 150 days to complete construction documents; and

WHEREAS, the cost of the contract is not to exceed \$49,500.00; and

WHEREAS, the Mayor and Council Members hereby find that entering this Professional Services agreement is in the best interest of the City of Gautier; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with Goodwyn Mills Cawood for work associated with the Shepard State Park Bath House Project 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 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 03/14/2023
Subject: Shepard State Park Bath House Project – Professional Services Agreement
with Goodwyn Mills Cawood

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Goodwyn Mills Cawood for work associated with the Shepard State Park Bath House Project in an amount not to exceed \$49,500.

BACKGROUND:

The scope of work consists of designing a new bathhouse, with laundry facilities, at the Shepard State Park campground. Campers currently experience long wait times at the small existing bath house, and additional capacity is needed, especially considering the City's expansion plans to add new RV sites.

DISCUSSION:

Goodwyn Mills Cawood will provide the City of Gautier with services that include survey, geotechnical investigation, architectural design, structural engineering, electrical engineering, mechanical engineering, plumbing design, and bidding and construction administration services.

Design services should take approximately 150 days to complete construction documents

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Goodwyn Mills Cawood for work associated with the Shepard State Park Bath House Project in an amount not to exceed \$49,500.

The City Council may:

1. Approve entering into a professional services agreement, as presented; or
2. Not approve entering into a professional services agreement, as presented.

ATTACHMENTS:

1. Council memo-Goodwyn Mills Cawood PSA for Shepard State Park Bath House
2. 2023-03-13 - Fee Proposal



Goodwyn Mills Cawood

11 North Water Street
Suite 15250
Mobile, AL 36602

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

www.gmcnetwork.com

March 13, 2023

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

RE: Shepard Park Bath House

April,

Goodwyn Mills and Cawood (GMC) sincerely appreciates the opportunity to present this proposal to provide Architectural services a new bath house for Shepard Park.

PROJECT SCOPE:

The City of Gautier intends to construct a new bath house at the Shepard State Park Campground. The scope of work for this phase includes selective demolition of existing site improvements, miscellaneous site improvements, concrete slab on grade, CMU load-bearing walls, roofing, new doors, new ceilings, new mechanical, new electrical, new flooring and other new Work.

GMC / DESIGN TEAM SCOPE OF WORK:

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

Survey:

- a. As-Built/Topographic Survey.

Geotech:

- a. Drilling and Recommendations.
- b. Opinion of cost of construction.

Architectural Design:

- a. Review of currently adopted Building Codes and ADA Guidelines.
- b. Architectural Drawings including but not limited to site plans, floor plans, sections and details of building components and systems.
- c. Architectural Specifications, including bidding and general requirements.
- d. Submit set of Construction Drawings and Specifications to authorities having jurisdiction for review and comment.
- e. Opinion of cost of construction.

Structural Engineering:

- a. Structural Design Drawings and Specifications, including, but not limited to:
 - 1) Foundation and Slab Design;
 - 2) Load-Bearing CMU Exterior Walls Design;
 - 3) Pre-Engineered Wood Trusses Design.
- b. Shop drawing review

Electrical Engineering:



- a. Standard power design and coordination with mechanical and plumbing requirements.
- b. Lighting - Power and switching, including egress lighting, exit signs and fixture schedule.
- c. Fire Alarm System - Provided by performance specification.
- d. Low Voltage Systems - Provide outlet and raceway coordination for tenant provided low voltage systems including voice/data, network cabling, A/V, CCTV and security systems.
- e. Complete electrical specifications.

Mechanical Engineering:

- a. HVAC interior components load calculations.
- b. Heating, Cooling and Ventilation distribution design.
- c. Exhaust system design.
- d. Shop drawing review.
- e. Mechanical system specifications.

Plumbing Design:

- a. Sanitary waste and vent system.
- b. Domestic cold and hot water system.
- c. Shop drawing review.
- d. Plumbing system specifications.

Bidding and Construction Administration Services:

- a. Respond to RFI's.
- b. Review shop drawings and submittals.
- c. Review and certify contractor pay applications.
- d. Observation reports will be limited to once per month and conducted in conjunction with the contract pay application. Observations will be to verify construction in general compliance with plans and specifications and the requested payment is acceptable. Additionally, site visits are limited to (1) at time of substantial completion and (1) at time of final completion.

PROFESSIONAL SERVICES FEE, EXPENSES, & DELIVERABLES SCHEDULE:

The fees listed below include on-site observation reports and (2) additional site visits from the Architect.

Survey	\$5,250.00
Geotech	\$4,000.00
Civil	\$2,500.00
Architecture	\$21,700.00
Electrical:	\$5,000.00
HVAC and Plumbing:	\$6,500.00
Structural:	\$4,500.00
<i>Total A/E Design Services</i>	<i>\$49,450.00</i>

PROFESSIONAL SERVICES FEE BREAKDOWN

Our Lump Sum Fee will be billed as follows:

Survey		\$5,250.00
Geotech		\$4,000.00
Design Development Documents	25% of \$40,200.00	\$10,050.00
Construction Documents	40% “	\$16,080.00
Bidding and Negotiation	10% “	\$4,020.00
Submittal Review & Response to RFI's	25% “	\$10,050.00



Total Fee 100%

\$49,450.00

SCHEDULE:

Design services should take approximately 150 days to complete construction documents (plans and specifications) (subject to City of Gautier desired time frame, final scope of work and plan review times required) from the issuance of a Notice to Proceed or Signed Contract.

ADDITIONAL SERVICES:

The following items are not included in the Basic Design Services, as they are either not a requirement of the project scope, customarily provided by the Owner, or provided by a specialty consultant. GM&C would gladly provide you with cost and fee proposal for any of these services and add them to our fee proposal if requested.

- As-built Architectural Drawings.
- Geotechnical Services
- Material Testing
- Special Inspections
- Environmental Assessments
- Environmental / Hazardous material surveys
- Telecommunications design
- Parking lot lighting design
- FFE design and coordination
- Building commissioning
- Conformed drawings
- Full-time, on site construction representation
- Computer generated color rendering(s)
- Security system design
- Exterior Signage

Additional services will be billed at our standard hourly rates upon written authorization. See hourly rates as listed below.

HOURLY RATES:

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

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

REIMBURSABLE EXPENSES:

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

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



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

SUMMARY:

April, we are excited about this opportunity and look forward to working with you. Please feel free to contact me, at your convenience, to discuss any portion of this proposal.

Sincerely,
GMC, PLLC

Chris Lunsford, AIA, NCARB
Sr. Project Architect / Project Manager - Architecture
Should the above proposal be acceptable please return a signed copy for our files.

Accepted: _____ Date: _____

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

Council Meeting:

March 21, 2023

Title:

Consideration of a Rezoning of Property from a C-2 Community Commercial to R-1 Low Density Single-Family Residential located at Lot 1, Lark Drive Subdivision, Gautier, MS, PID #85905801.000 (GPC Case No. 23-04-RZ)

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Rezoning of Property from a C-2 Community Commercial to R-1 Low Density Single-Family Residential located at Lot 1, Lark Drive Subdivision, Gautier, MS, PID #85905801.000 (GPC Case No. 23-04-RZ) (corner of Lark Drive and Martin Bluff 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:

ORDINANCE NUMBER 000-2023

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, RELATING TO THE REZONING OF APPROXIMATELY 2.38 ACRES TO R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL; GENERALLY DESCRIBED AS PID #85905801.000; MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; PROVIDING AUTHORITY; MAKING FINDINGS OF FACT; PROVIDING FOR A ZONING MAP AMENDMENT; AND SETTING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY.

The authority for enactment of this ordinance is Section 17-1-5, Mississippi Code Annotated Section 17-1-15 (1972), Mississippi Statutes.

The City Council of Gautier finds that a rezoning (is or is not) necessary. A public hearing was held before the Gautier Planning Commission on March 2, 2023, and the request has been forwarded to the City Council without a recommendation from the Planning Commission regarding the change for a zoning map amendment to adopt the 2.38 acres to R-1 Low Density Single-Family Residential.

SECTION 2. PROPERTY REZONED.

The property generally described as Jackson County, Mississippi Parcel ID #85905801.000, which is comprised of approximately 2.38 acres located at Lot 1, Lark Drive Subdivision, Gautier, MS, (is or is not) hereby rezoned to R-1 Low Density Single-Family Residential.

SECTION 3. FINDINGS OF FACT.

The City Council finds, by clear and convincing evidence, that the character of the neighborhood (has or has not) changed to such an extent as to justify rezoning and that public need (exists or does not exist) for rezoning, and that the property should be zoned R-1 Low Density Single-Family Residential.

SECTION 4. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Gautier (is or is not) hereby amended to include a change of classification from C-2 Community Commercial to R-1 Low Density Single-Family Residential for the property identified as Jackson County Parcel No. 85905801.000.

SECTION 5. SETTING EFFECTIVE DATE AND APPEAL. This Ordinance shall become effective 30 days after approval by the City Council and signature of the Mayor.

ADOPTED: _____

Casey Vaughan, Mayor

ATTEST:

Teresa Montgomery, City Clerk

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 03/15/2023
Subject: Consider a request for a Property Owner Initiated Rezoning of Property located at Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road, from C-2 Community Commercial to R-1 Low Density Single-Family Residential. (GPC Case No. 23-04-RZ)

REQUEST:

The Planning Department has received a request from Calvin Galloway for a Rezoning of property known as Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road, from C-2 Community Commercial to R-1 Low Density Single-Family Residential. The total acreage of the parcel is approximately 2.38 acres. The application fee of \$300 was paid on December 27, 2022. All public notice requirements have been met.

BACKGROUND:

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

DISCUSSION:

Location: Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road. (See Exhibit A)

Existing Zoning: C-2 Community Commercial. (See Exhibit B)

UDO 5.3.8 C-2, Community Commercial District - Purpose and intent. The purpose of this district is to provide areas of medium density commercial including a mixture of retail, professional services, and studios which cluster together. Community Commercial Districts are located primarily along transportation collectors such as Gautier-Vancleave. The co-location of professional services and civic uses shall be encouraged to strengthen industry and provide an attractive, pedestrian scale commercial corridor into the City.

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

DATA AND ANALYSIS:

Property requested for Rezoning: Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road.

Location: Ward 5

Current Zoning of the Request Property: C-2 Community Commercial

Existing Land Use: Vacant. (See Exhibit C)

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

Surrounding Zoning: C-2 Community Commercial to the North, South and East. Low Density Single-Family Residential to the West.

HISTORY:

This property is vacant and currently zoned C-2 Community Commercial.

REVIEW CRITERIA:

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

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

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

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

RECOMMENDATION:

The request has been forwarded to the City Council without a recommendation.

The City Council may:

Approve to Rezone the subject area from C-2 Community Commercial to R-1 Low Density Single-Family Residential or

Deny the Rezoning.

ATTACHMENTS:

1. Excerpt GPC Meeting 3.2.23 (#23-04-RZ)
2. Complete Packet 23-04-RZ

Excerpt from March 2, 2023, Planning Commission Meeting:

The Planning Department has received a request from Calvin Galloway for a Rezoning of property known as Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road, from C-2 Community Commercial to R-1 Low Density Single-Family Residential. The total acreage of the parcel is approximately 2.38 acres. (GPC Case No. 23-04-RZ)

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

Chairman Jamison asked Mr. Ankerson how a mistake in the zoning would be proven.

Mr. Ankerson stated that would be for the Planning Commission to decide after hearing what the applicant presented. Mr. Ankerson said he did not find a mistake in the original zoning.

REQUEST:

The Planning Department has received a request from Calvin Galloway for a Rezoning of property known as Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road, from C-2 Community Commercial to R-1 Low Density Single-Family Residential. The total acreage of the parcel is approximately 2.38 acres. The application fee of \$300 was paid on December 27, 2022. All public notice requirements have been met.

BACKGROUND:

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

DISCUSSION:

1. Location: Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road. (See Exhibit A)
2. Existing Zoning: C-2 Community Commercial. (See Exhibit B)

UDO 5.3.8 C-2, Community Commercial District - Purpose and intent. The purpose of this district is to provide areas of medium density commercial including a mixture of retail, professional services, and studios which cluster together. Community Commercial Districts are located primarily along transportation collectors such as Gautier-Vancleave. The co-location of professional services and

civic uses shall be encouraged to strengthen industry and provide an attractive, pedestrian scale commercial corridor into the City.

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

DATA AND ANALYSIS:

Property requested for Rezoning: Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road.

Location: Ward 5

Current Zoning of the Request Property: C-2 Community Commercial

Existing Land Use: Vacant. (See Exhibit C)

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

Surrounding Zoning: C-2 Community Commercial to the North, South and East. Low Density Single-Family Residential to the West.

HISTORY:

This property is vacant and currently zoned C-2 Community Commercial.

REVIEW CRITERIA:

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

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

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

STAFF RECOMMENDATION:

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

CONCLUSION:

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

1. Recommend that City Council approve to Rezone the subject area from C-2 Community Commercial to R-1 Low Density Single-Family Residential or
2. Recommend that City Council deny the Rezoning.

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 his case.

Calvin Galloway, the applicant, stated that he originally wanted to build a strip mall on the property and rent the building out. After talking to a few people in the area who didn’t really like that idea he decided to see if he could split the property into five lots and build houses on them.

Commissioner Decoteau asked Mr. Galloway if he planned to fall back on his original plan for the strip mall if he could not get the property rezoned too Residential.

Mr. Galloway stated that was his plan.

Jeff Holloway, Springridge Road resident, said he would much rather have a house built on the property instead of a business because of the traffic, trash and noise it would attract. He also stated that there was a major drainage problem on Springridge Road and Lark Drive, especially since the lots on Lark Drive have been cleared.

Commissioner Ward advised him to talk to ClearWater Solutions and his Councilman regarding the drainage issue.

Mr. Ankerson explained that if a commercial development were to be brought into the property they would have to insure in the plans and engineering that post-development storm water runoff did not exceed pre-development storm water runoff. Whether they put in retention/detention ponds or swales, they have to let the water off the property at the same rate it ran off before the development. Individual residential lots would need a storm water runoff plan showing where they intended to send the runoff which should be to the City's drainage right-of-way.

Edna Wells, Lark Drive resident, said she objected to the rezoning because five new houses would make the area very congested. She said she would rather see three houses instead of five. She stated that the development would decrease the value of houses that have been there for over 25 years. She also mentioned there was a major flooding problem in the area.

Chairman Jamison reminded Ms. Wells that with the current zoning a strip mall could be built on the property.

Commissioner Ward explained to Ms. Wells that a commercial building could be just as big as five houses and as far as the traffic and parking a commercial building would have a parking lot with traffic coming in and out.

Mr. Ankerson reminded everyone that the request being considered was for rezoning not about how many houses could be built. If the Council approves the request, Mr. Galloway could build as many houses on the property as the Unified Development Ordinance (UDO) will allow him to and they would face Martin Bluff Road. The lot size requirement for R-1 is 9600 square feet.

Dorothy Shaw, Lark Drive resident, asked if all the cleared property was zoned C-2.

Commissioner Ward advised that the entire lot in question was zoned C-2.

Mr. Galloway said that some of the cleared area was zoned Residential. The lot in question runs 500 feet along Martin Bluff Road and is 200 feet deep back down Lark Drive.

For clarity, **Chairman Jamison** asked Ms. Shaw if she was opposed to the rezoning of the property to R-1.

Ms. Shaw said her concerns were the same as Ms. Wells and the Commission had already addressed that. She feels there will be too many houses. She also is very opposed to the property being developed as commercial because of the traffic congestion it would create and it is too close to the residential area.

Arlene Bostic, Lark Drive resident, stated that she owned one of the first houses built on Lark Drive and at that time you had to have a certain amount of land to build on. She wanted to know why that had changed.

Chairman Jamison stated that a certain amount of land was still required for building a house, but the requirements had probably changed since she built her house. When Chairman Jamison asked Ms. Bostic which zoning, she preferred for the property Ms. Bostic stated that she wasn't sure.

Vernon Joseph Williams, Lark Drive resident, stated that he would like to see the property stay Commercial.

Commissioner McManus noted that on the Existing Zoning Map in the packet there were houses on property zoned C-2. She asked Mr. Ankerson how that had happened.

Mr. Ankerson explained that those houses were grandfathered in. In 2010 when the City did a Comprehensive Plan 2030 there was some rezoning done along some of the corridor roads to allow commercial properties.

Commissioner Ward noted that the Future Land Use Map showed the property as Low Density Residential.

When asked by **Chairman Jamison** why the Comprehensive Plan would rezone the area to C-2 and then show the Future Land Use as Low Density Residential, **Mr. Ankerson** said that he wasn't here when the Comprehensive Plan was done and was not sure what their reason might have been.

Commissioner McManus noted that there were other houses along Martin Bluff Road in a C-2 zone that had been grandfathered in. She stated that because these other houses had been there all this time, she did not see where there was proof that the characteristic of the area had changed. She stated that the only difference she saw was the other houses did not back out on Martin Bluff Road.

Commissioner Davis stated that he was concerned about the drainage but thought a commercial development requiring retention/detention ponds would probably help with some of the drainage issues. He also stated that he did not think there had been a change in the characteristic of the area.

Josh Danos, City Attorney, advised that, according to the criteria for a zoning change, if there was not a mistake in the original zoning there should be clear evidence that there was a change in the characteristic of the area and there was a public need for additional property to be zoned in accordance with the request.

Chairman Jamison noted the area had been zoned commercial since 2010 and there were other businesses along Martin Bluff Road. She stated there had not been a change in the characteristic of the area.

Commissioner Decoteau stated that there was more residential on Martin Bluff Road then there was commercial. His opinion was there was a zoning mistake.

Commissioner Ward said he thought it was a zoning mistake. He stated that because of the inconsistency in the zoning change in 2010 and the Future Land Use designation someone must have thought if it didn't work out as commercial it could be zoned back to residential.

Commissioner McManus said she also thought it was a zoning mistake because there is more residential than commercial.

Commissioner Davis asked Mr. Danos if rezoning this one lot might be considered spot zoning. The question might arise as to why not rezone all these areas instead of just this one area. He said it should be looked at comprehensively for all the areas or not at all.

Mr. Danos stated that it depended on the nature of what has been presented and how it is interpreted as to whether or not it would be considered spot zoning.

Mr. Ankerson said that from a Planning standpoint you would need to consider that this was rezoned when the City did a Comprehensive 20-year Plan and Neel-Schaffer, who put together this 20-year Comprehensive Plan, looked at these areas and comprehensively rezoned areas along these arterial roads. They looked at facts such as has the character of the area changed to an extent to warrant a comprehensive rezoning. Looking at that logic Mr. Ankerson doesn't think you could base a rezoning on a mistake in the zoning but rather has the area changed enough to warrant a rezoning.

Commissioners McManus and Decoteau stated they didn't think the residents or the existing houses on Martin Bluff Road were considered when the zoning was changed to C-2.

Commissioner Ward said that one of the questions being asked is if characteristics of the area have changed. There has been no commercial interest in the area for the thirteen years it has been zoned commercial and in his opinion that is a change.

Chairman Jamison asked Mr. Danos if that would be considered a legitimate change in character.

Mr. Danos said he didn't know if they could argue that lack of a change is a change.

ACTION TAKEN:

Commissioner Decoteau made a motion to recommend denying the rezoning request.

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

AYES: Ricky Decoteau
 William Davis

NAYS: DeAnna McManus
 Josh Ward
 Kay C. Jamison

ABSENT: Paul Gainer
 Chris Hoover

Motion failed. The request will be sent to Council without a recommendation.

Gautier Planning Commission

Regular Meeting Agenda

March 2, 2023

GPC #23-04-RZ

Calvin Galloway

Lot 1, Lark Drive Subdivision

PID #85905801.000

VII. NEW BUSINESS

1. Consider a request for a Property Owner Initiated Rezoning of Property located at Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road, from C-2 Community Commercial to R-1 Low Density Single-Family Residential. (GPC Case No. 23-04-RZ)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: February 21, 2023

Subject: Consider a request for a Property Owner Initiated Rezoning of Property located at Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road, from C-2 Community Commercial to R-1 Low Density Single-Family Residential. (GPC Case No. 23-04-RZ)

REQUEST:

The Planning Department has received a request from Calvin Galloway for a Rezoning of property known as Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road, from C-2 Community Commercial to R-1 Low Density Single-Family Residential. The total acreage of the parcel is approximately 2.38 acres. The application fee of \$300 was paid on December 27, 2022. All public notice requirements have been met.

BACKGROUND:

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

DISCUSSION:

1. Location: Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road. (See Exhibit A)
2. Existing Zoning: C-2 Community Commercial. (See Exhibit B)

UDO 5.3.8 C-2, Community Commercial District - Purpose and intent. The purpose of this district is to provide areas of medium density commercial including a mixture of retail, professional services, and studios which cluster

together. Community Commercial Districts are located primarily along transportation collectors such as Gautier-Vancleave. The co-location of professional services and civic uses shall be encouraged to strengthen industry and provide an attractive, pedestrian scale commercial corridor into the City.

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

DATA AND ANALYSIS:

Property requested for Rezoning: Lot 1, Lark Drive Subdivision, PID #85905801.000, corner of Lark Drive and Martin Bluff Road.

Location: Ward 5

Current Zoning of the Request Property: C-2 Community Commercial

Existing Land Use: Vacant. (See Exhibit C)

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

Surrounding Zoning: C-2 Community Commercial to the North, South and East. Low Density Single-Family Residential to the West.

HISTORY:

This property is vacant and currently zoned C-2 Community Commercial.

REVIEW CRITERIA:

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

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

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

STAFF RECOMMENDATION:

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

CONCLUSION:

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

1. Recommend that City Council approve to Rezone the subject area from C-2 Community Commercial to R-1 Low Density Single-Family Residential or
2. Recommend that City Council deny the Rezoning.

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

23-04-R2

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Zoning Change

Major Development

Variance

Appeal to Staff Decision

301.00
~~\$300.00~~

\$100.00

\$175.00

\$100.00

Name of Applicant : Calvin Galloway
Name of Business: Calvin Galloway Phone: 228-860-9368
Property Address: Lot 1 Martin Bluff Rd Mailing Address (if Different): 1619 Lark Dr Gautier
E-Mail Address: CSWAY4050@gmail.com
Reason for request, location and intended use of Property: 5-residential homes
Rezone from C-2 to R-1

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: Calvin Galloway Date of Application: 12-27-22

FOR OFFICE USE ONLY

Date Received 12/27/22 Verify as Complete BL/SA

Fee Amount Received 301.00 Initials of Employee Receiving Application BL

wants to be on March mtg.

City of Gautier

To whom it may concern I Calvin Galloway would like to change my property at the corner of Martin Bluff Road and Lark Dr to residential so I can subdivide the property into 5 lots 100x200 as of now the lot is 520x200, the houses will be around 2500 sq ft where they will fit in nicely with the houses in that neighborhood, my original plans were to put a strip mall on it and rent the buildings out but speaking with some of the residents around there, they did not like that idea

LOTS 1 AND 2, GAUTIER PAF

Survey of Lots 1 & 2 of Gautier, Jackson in Plat Book 23, 1 Chancery Clerk of

This survey does no Durbin, P.L.S., nor s

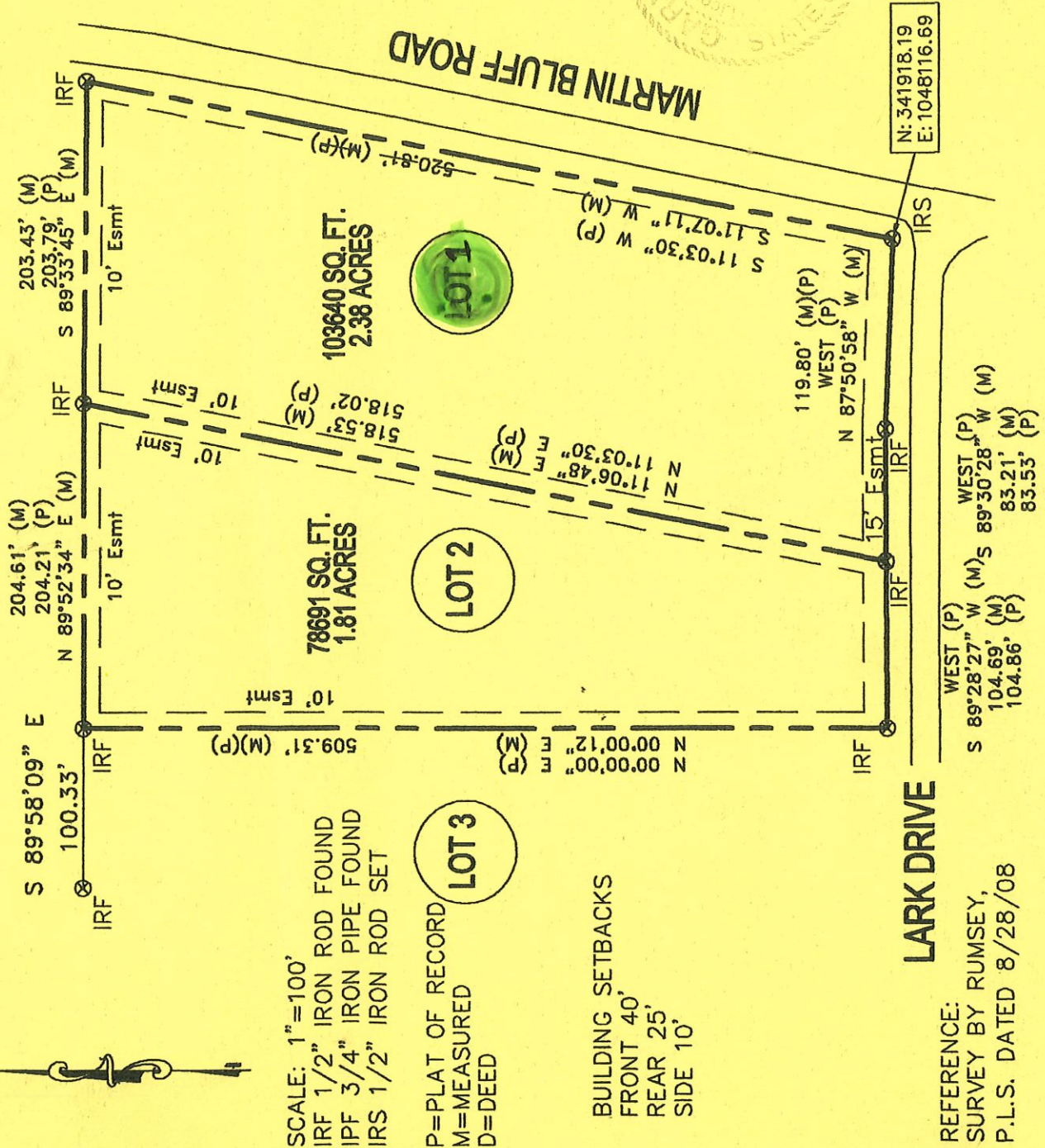
This is a Class "B" Practice for Land S

Bearings based on (of Lark Drive, NAD (angle -0.130449, s

This property is situ Insurance Rate Map, Mississippi, Commu Revised: 3/16/09.

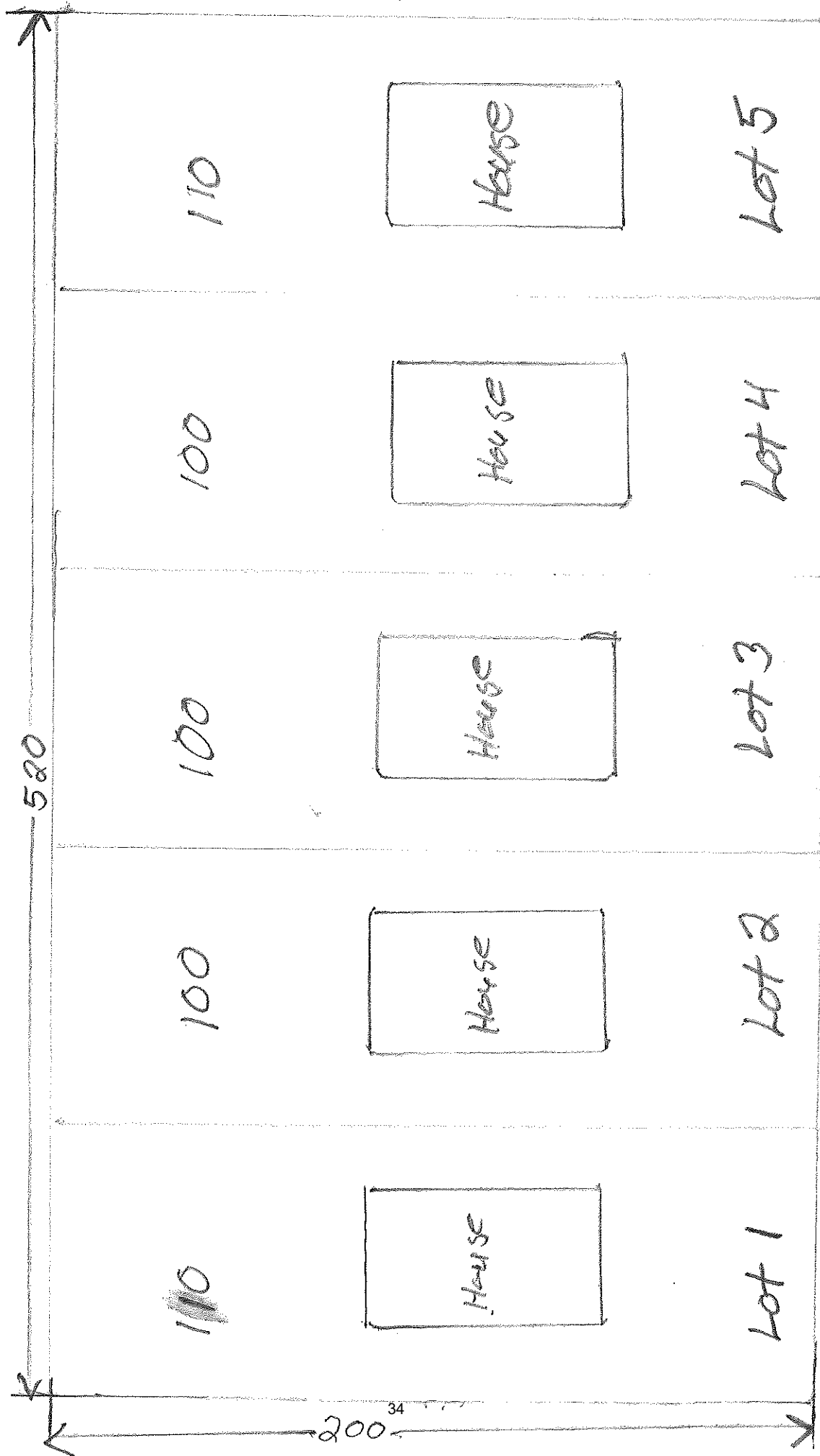
This is to CERTIFY t survey on which it i accordance with "Th Surveying in the Stc

Gary A. Durbin, P.L.: December 3, 2021

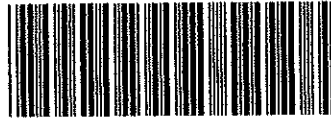


Martin Bluff Rd

Lark Dr



OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
RECORDING FEE: \$26.00
#202123493 BK:2040 PG:356-358
09/03/2021 01:49:39 PM 3 PGS
RVANHORN,DC Rcpl#24309



202123493 3 PGS

Prepared by:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantor:
Westwinds, LLC
a Mississippi Limited Liability Company
P.O. Box 749
Ocean Springs, MS 39564
(228) 215-1872

Return To:
David B. Pilger
Attorney at Law
1406 Bienville Blvd., Suite 101
Ocean Springs, MS 39564
(228) 215-0011

Grantees:
Calvin Galloway
Sandra Galloway
1619 Lark Drive
Gautier, MS 39553
(228) 860-9368

File No. G218422S

INDEXING INSTRUCTIONS: Lot 1, Lark Drive S/D, Jackson County, MS

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, **Westwinds, LLC, a Mississippi Limited Liability Company**, does hereby sell, convey and warrant unto **Calvin Galloway and Sandra Galloway**, as joint tenants with right of survivorship and not as tenants in common, all of that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Lot 1, Lark Drive Subdivision, a subdivision according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi, in Plat Book 23, at Page 72.

This being the same property as that conveyed to Westwinds, LLC, a Mississippi Limited Liability Company, by instrument recorded in Deed Book 1970, Page 233, Land Deed Records of Jackson County, Mississippi.

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

Grantor quitclaims any and all oil, gas, and other minerals owned, if any, to Grantees. No mineral search was requested or performed by preparer.

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

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

WITNESS MY SIGNATURE, on this the 26 day of August, 2021.

Westwinds, LLC
A Mississippi Limited Liability Company

G. Dickey Arndt
By: G. Dickey Arndt, Managing Member

CORPORATE ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF JACKSON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **G. Dickey Arndt**, the duly appointed Managing Member of **Westwinds LLC, a Mississippi Limited Liability Company**, who acknowledged before me that he signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned, for and on behalf of the aforesaid company, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 26 day of August, 2021.



Nicholas Jordan
NOTARY PUBLIC

My commission expires: 5/31/25

DEED ACCEPTED BY:

Calvin Galloway

Sandra Galloway

85905801.000 GALLOWAY CALVIN &

PIDN: 85905801.000

GISP: 764.18-00-0046.01

Owner Information

Percent of Ownership: 100

Name: GALLOWAY CALVIN &

Name 2: GALLOWAY SANDRA

Mailing Address: 1619 LARK DR

GAUTIER MS

39553

Site Address: MARTIN BLUFF RD GAUTIER

Land Information

Section: 18

Acreage: 2.38

Township: 7

Range: 6

Street Name MARTIN BLUFF
RD

Value and Tax Information

Total Assessed Value: 2855

Total Appraised Value: 19030

Improvement Value: 0

Land Value: 19030

Tax Amount: 410

SQ FT: 0

Year Built:

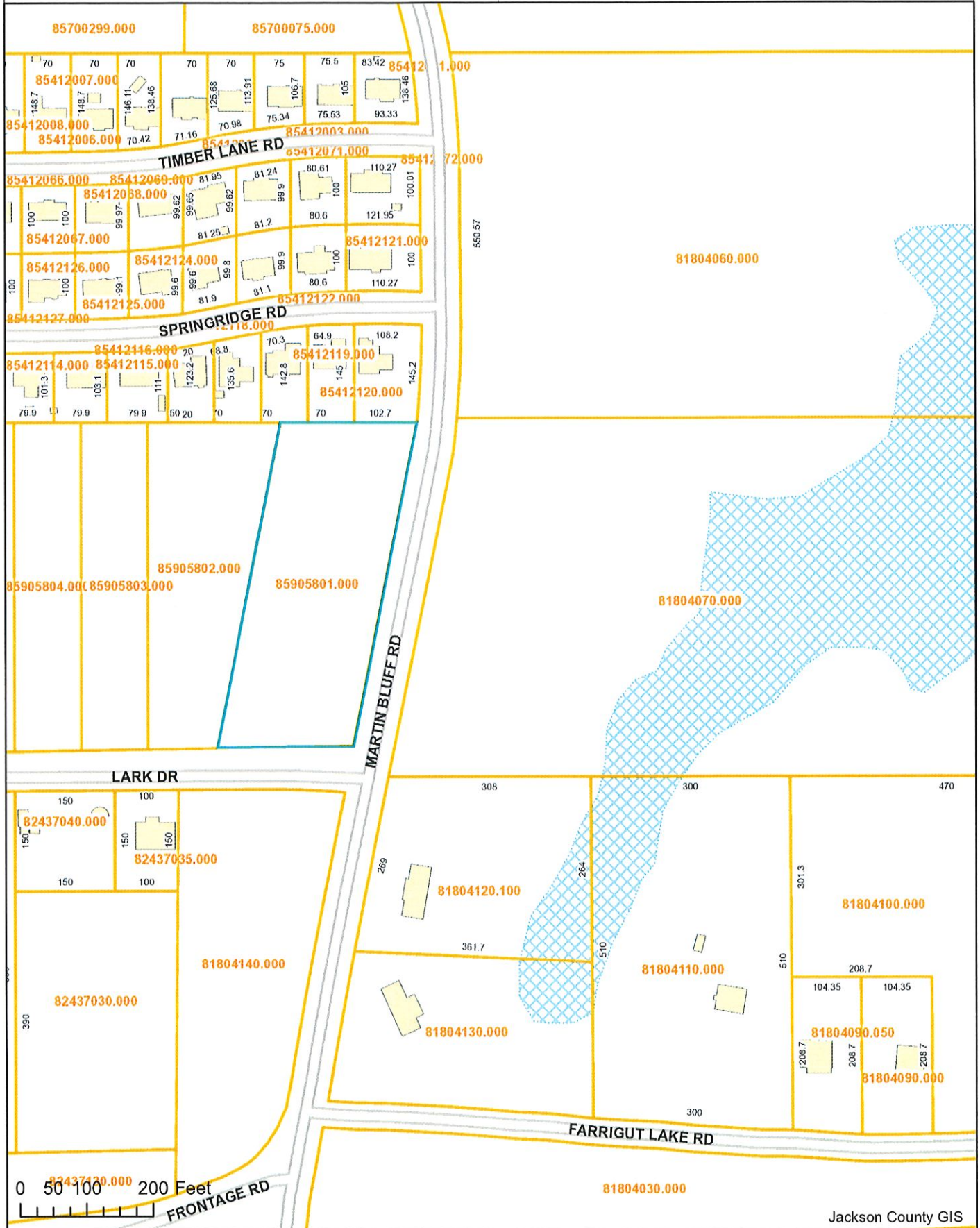
Legal Description

Description: LOT 1 LARK DRIVE S/D PB 23-72 DB

2040-356 (46.01 MAP764.18)

Deed Book / Page: 2040 / 356

85905801.000 GALLOWAY CALVIN &



Jackson County GIS

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

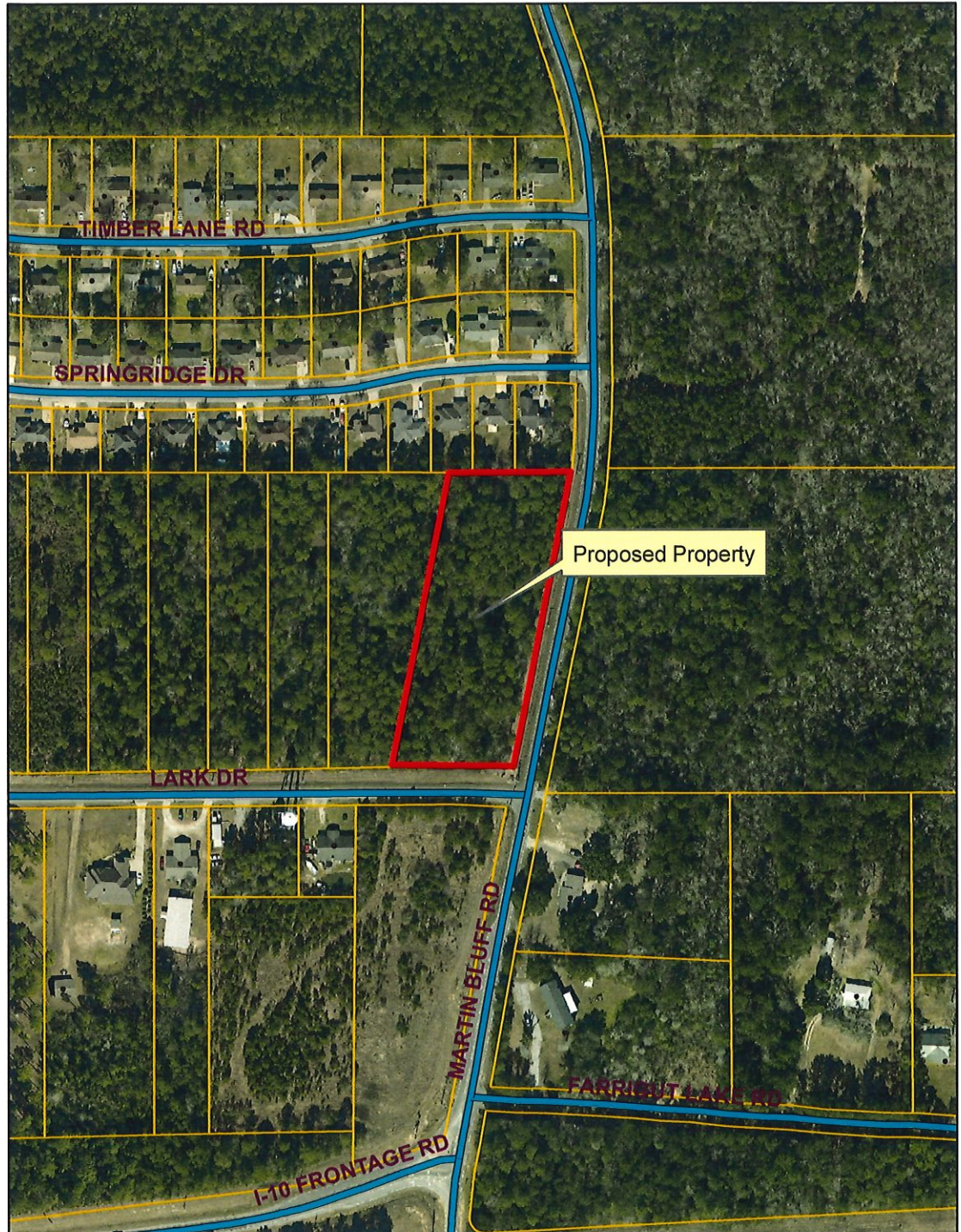


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

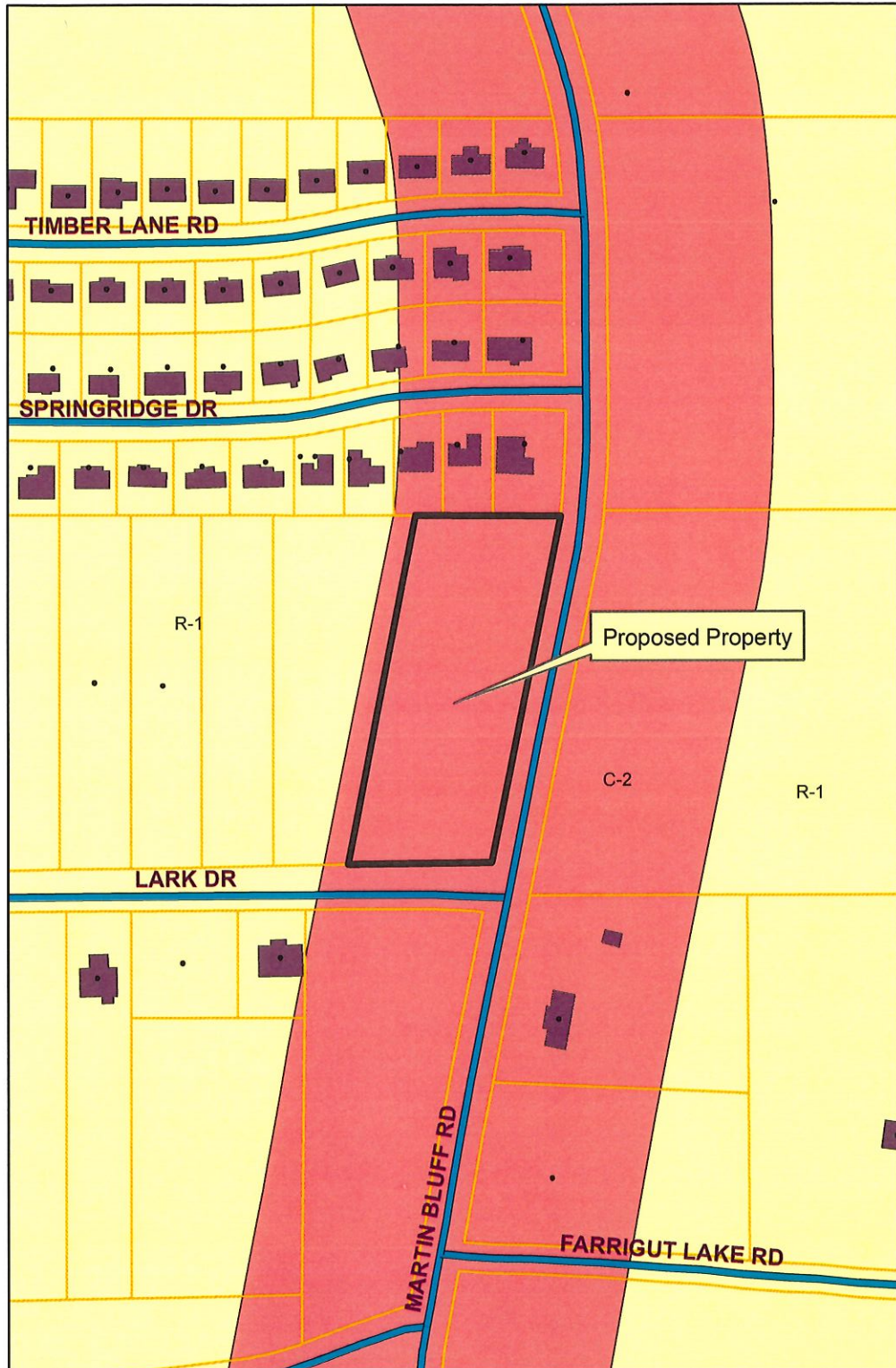


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

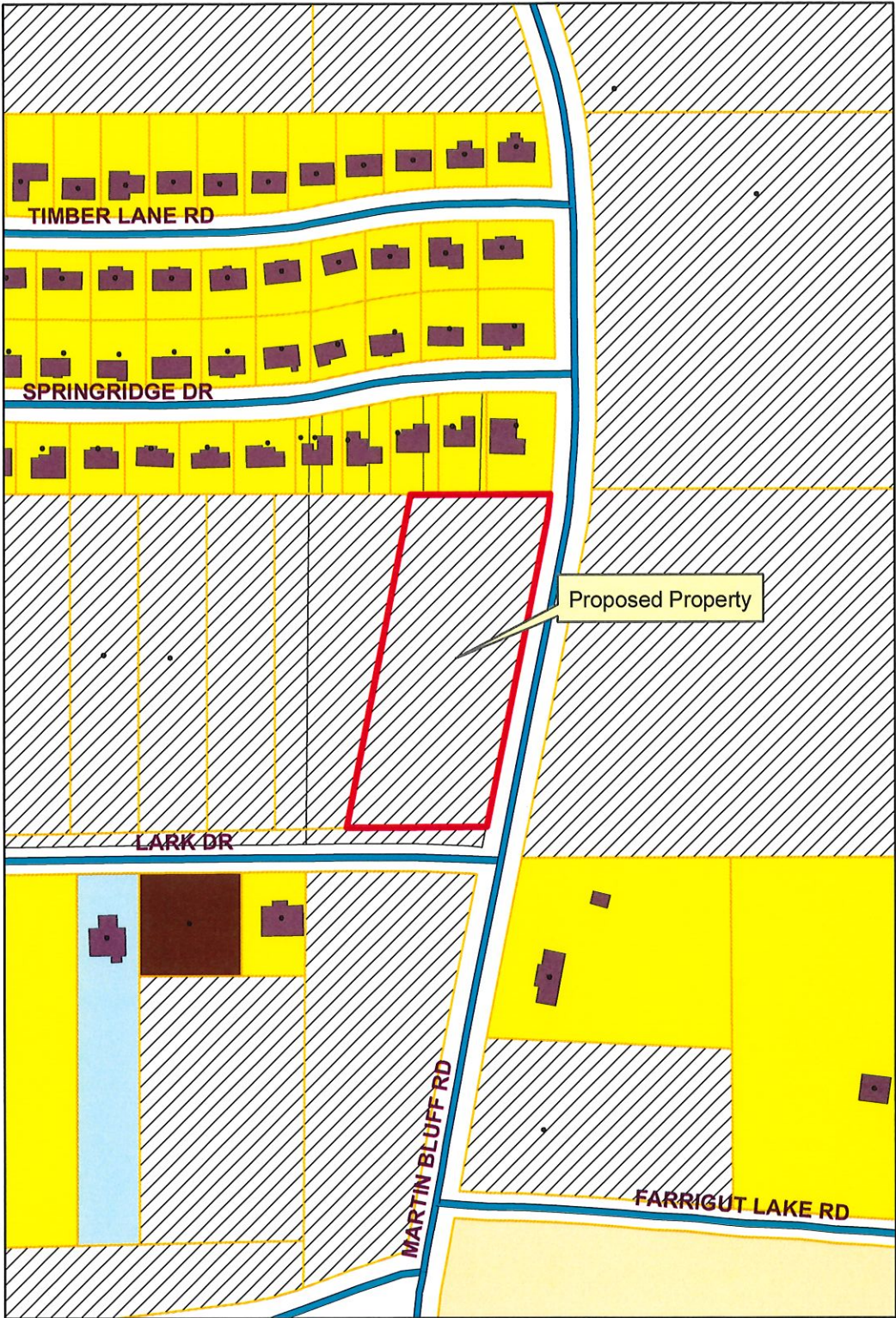


Exhibit D

Future Land-Use

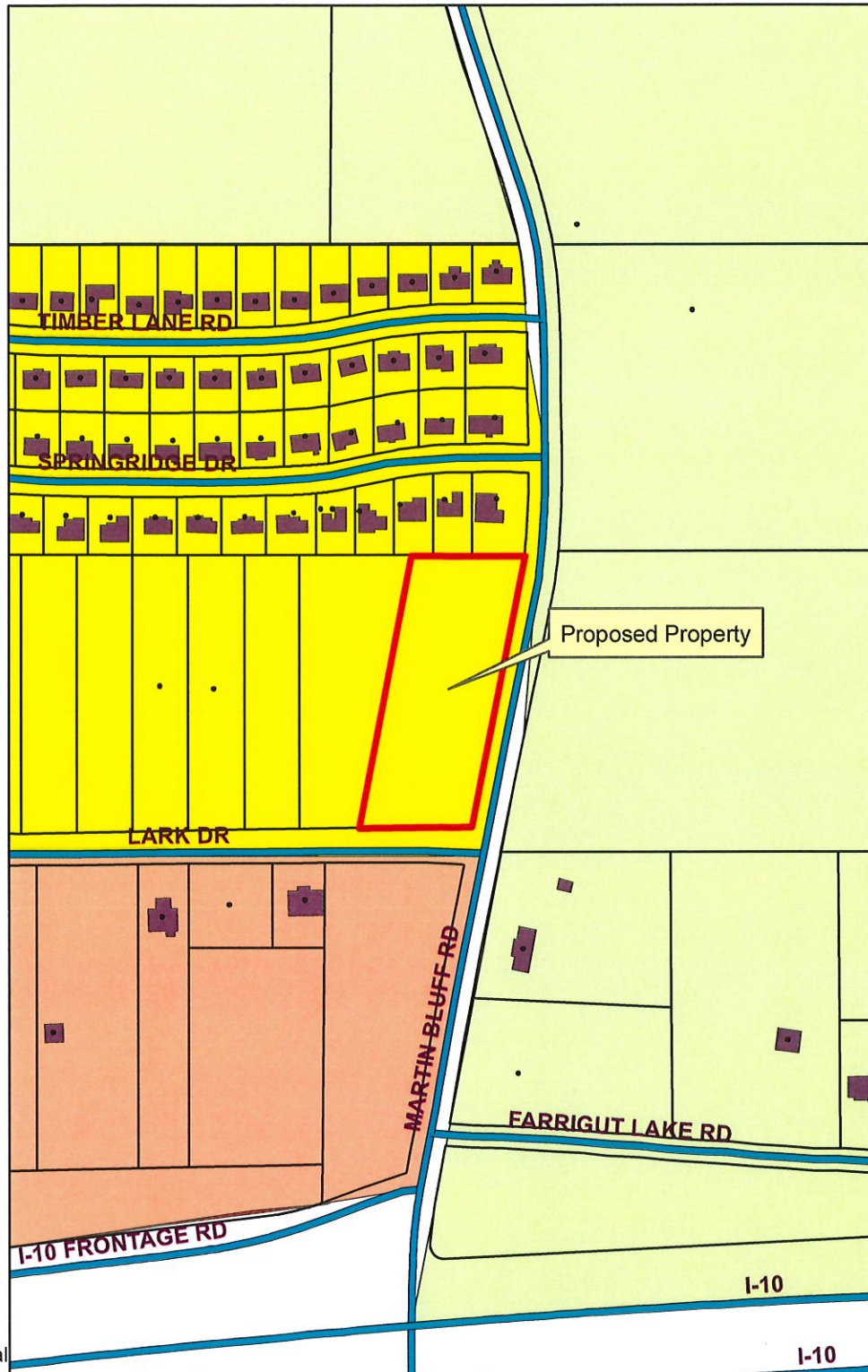
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting: March 21, 2023
Title: Consider a request for a five-foot (5') variance to side-yard setback requirements and a two-foot (2') variance to rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District, located at 813 Roys Road, Gautier, MS (GPC #23-05-VAR)
Introduced by:
Contact Person/Telephone Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consider a request for a five-foot (5') variance to side-yard setback requirements and a two-foot (2') variance to rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District, located at 813 Roys Road, Gautier, MS (GPC #23-05-VAR) (PID #81817210.000)

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order/Public Hearing	☒
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 homeowner of 813 Roys Road, (PID #81817210.000) has requested a five-foot (5') variance to side-yard setback requirements and a two-foot (2') variance to rear-yard setback requirements in an R-1 Low Density Single-Family Residential District; and

WHEREAS, the applicant would like to place a 20' x 24' accessory building in the rear of his property, being five feet (5') from the side property line and three feet (3') from the rear property line. In a R-1 Zoning District, setback requirements for an accessory building are ten feet (10') from the side property line and five feet (5') from the rear property line; and

WHEREAS, Planning Commission conducted a public hearing on this request and recommended denial of the request based on the fact that it would not cause a hardship for the applicant to place the shed within the required setbacks;

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby (approves or denies) the requested variance;

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 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 03/15/2023
Subject: Consider a request for a Variance to rear and side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 813 Roys Road, (GPC #23-05-VAR)

REQUEST:

The Planning Department has received a request from James Knight for a five-foot (5') variance to side-yard setback requirements and a two foot (2') variance to rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 813 Roys Road, PID #81817210.000 (GPC #23-05-VAR). The application fee of \$175 was paid on January 9, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to place a 20' x 24' accessory building in the rear of his property. He would like to place the accessory building five feet (5') from the side property line and three feet (3') from the rear property line. In a R-1 Zoning District setback requirements for an accessory building are ten feet (10') from the side property line and five feet (5') from the rear property line. The applicant is wanting a five-foot (5') variance to the side-yard setback requirements and a two-foot (2') variance to the rear-yard setback requirements.

DISCUSSION:

The applicant is requesting a five-foot (5') variance to the side-yard setback requirements and a two-foot (2') variance to the rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. The minimum side-yard setback requirement is ten feet (10') and the minimum rear-yard setback requirement is five feet (5') for an accessory building.

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

30% of required off-street parking spaces and/or

30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;

That the special conditions and circumstances do not result from actions of the applicant; and

That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION:

Planning Commission recommends denial of the Variance Request based on the fact that it would not cause a hardship for the applicant to place the shed within the required setbacks.

The City Council may:

Approve the variance request as presented;

Approve the variance request with changes; or

Deny variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 3.2.23 (#23-05-VAR)
2. Complete Packet 23-05-VAR

Excerpt from March 2, 2023, Planning Commission Meeting:

The Planning Department has received a request for a five-foot (5') variance to side-yard setback requirements and a two foot (2') variance to rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District at 813 Roys Road. (GPC #23-05-VAR).

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

REQUEST:

The Planning Department has received a request from James Knight for a five-foot (5') variance to side-yard setback requirements and a two foot (2') variance to rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 813 Roys Road, PID #81817210.000 (GPC #23-05-VAR). The application fee of \$175 was paid on January 9, 2023. All public notice requirements have been met.

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DISCUSSION:

The applicant is requesting a five-foot (5') variance to the side-yard setback requirements and a two-foot (2') variance to the rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. The minimum side-yard setback requirement is ten feet (10') and the minimum rear-yard setback requirement is five feet (5') for an accessory building.

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- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
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UDO SECTION 4.18: Variance

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

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 his request.

James Knight, applicant, stated that he wanted to build a shop/shed in the back of his house and because of the size of the lot he didn’t want to take up more of the yard than he needed to. He said he didn’t need the 5’ or 3’ variance, he just wants to put it in the corner.

Chairman Jamison asked Mr. Knight if he had this huge yard, why did it matter if the shed had to be moved over 5' or 2' from the property lines.

Mr. Knight asked why the 10' and 5' setbacks mattered now. He said that to be fair, when he bought the property before the area was taken over by the City of Gautier, he had 2 buildings that were physically on the property line. He said that he is taking one of those buildings down and moving the new one in some.

Chairman Jamison stated that the existing 2 sheds were grandfathered, and the City has rules for a reason. She said that unless there was a tree or something causing him a problem putting the shed within the required setbacks, she didn't see why he couldn't meet the setback requirements with such a big yard.

Mr. Knight stated that it wasn't a hardship, it was a preference.

Chairman Jamison said that a hardship had to be proven to recommend a variance.

Commissioner Ward stated that besides being able to legally define a hardship for the request, another concern is how the area could be maintained if it were so close to the property line. The watershed that could be putting water on the neighboring property if the shed is that close to the property line.

Mr. Knight said that he did understand that concern, but the rain was going to fall and hit his property regardless. He wasn't going to cause anything that sheds more water. As far as the variance issues, the area completely slopes downhill and is going onto his neighbor's property because of gravity. The property sloped down towards the bayou.

Linda Bordelon, who owns the property southwest of Mr. Knight, stated that she already has a problem with the watershed from the property because of dirt the previous owner brought in. She said she would rather the shed not be that close to the property lines.

Jeff Bordelon asked which corner of Mr. Knight's property the shed was going on. After realizing it was not where they originally thought it was, he stated that he and Ms. Bordelon did not have a problem with the proposed placement of the shed.

ACTION TAKEN:

Chairman Jamison made a motion to recommend denial of the request based on the fact that it would not cause a hardship for the applicant to place the shed within the required setbacks.

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

AYES: William Davis
Kay C. Jamison
Ricky Decoteau
Joshua Ward
DeAnna McManus

ABSENT: Chris Hoover
Paul Gainer

Motion passed to recommend denial of the request.

Gautier Planning Commission

Regular Meeting Agenda

March 2, 2023

GPC #23-05-VAR

813 Roys Road

VII. NEW BUSINESS

2. Consider a request for a Variance to rear and side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 813 Roys Road, (GPC #23-05-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: February 21, 2023

Subject: Consider a request for a Variance to rear and side yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 813 Roys Road, (GPC #23-05-VAR)

REQUEST:

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DISCUSSION:

The applicant is requesting a five-foot (5') variance to the side-yard setback requirements and a two-foot (2') variance to the rear-yard setback requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. The minimum side-yard setback requirement is ten feet (10') and the minimum rear-yard setback requirement is five feet (5') for an accessory building.

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4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

23-05-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Zoning Change	_____	\$300.00
Major Development	_____	\$100.00
Variance	<u>✓</u>	\$175.00
Appeal to Staff Decision	_____	\$100.00

176.00

Name of Applicant : JAMES KNIGHT
Name of Business: N/A Phone: 228-217-6178
Property Address: 813 ROYS ROAD Mailing Address (if Different): _____
E-Mail Address: _____

Reason for request, location and intended use of Property: VARIANCE for BUILDING WITHIN THE SIDE AND REAR SETBACKS; 5' side yard, 2' rear yard for shed

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: James M. Knight Date of Application: 1/9/23

FOR OFFICE USE ONLY

Date Received 1-9-23 Verify as Complete Babs

Fee Amount Received 176.00 Initials of Employee Receiving Application BS

March 2

VARIANCE CRITERIA for APPROVAL — Please answer the questions below to establish that you meet the Criteria for Approval for a Variance. If more room is needed, answers can be provided on a separate sheet of paper.

- A. Do special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district? If yes, please explain.

Existing old & new sheds are already <10 feet from property line - grandfathered due to Gauthier annexation. I will tear down the old shed when work begins on new building if approved.

- B. Would the literal interpretation of the provisions of this Ordinance deprive the applicant (you) of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? If yes, please explain.

N/A

- C. Do the special conditions and circumstances result from actions of the applicant (you)?

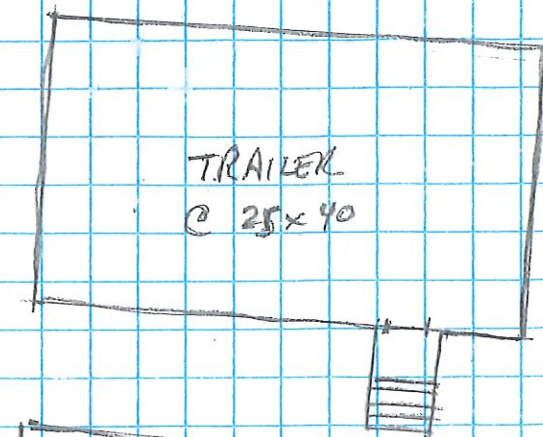
N/A

- D. Does granting the Variance requested confer upon the applicant (you) any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district?

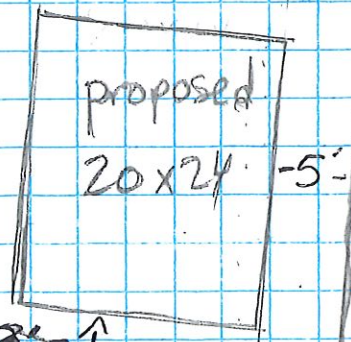
No

8/3
100' Roy's Road -

122'



124.8'



3' ↗

81817210.000 KNIGHT JAMES M & JOANN L

PIDN: 81817210.000

GISP: 764.19-02-0245.00

Owner Information

Percent of Ownership: 100

Name: KNIGHT JAMES M & JOANN L

Name 2:

Mailing Address: 5540 ROXANNE

GAUTIER MS

39553

Site Address: 813 ROYS RD GAUTIER

Land Information

Section: 7

Acreage: 0.28

Township: 7

Range: 6

Street Name ROYS
RD

Value and Tax Information

Total Assessed Value: 1406

Total Appraised Value: 9370

Improvement Value: 1310

Land Value: 8060

Tax Amount: 202

SQ FT: 0

Year Built: 1985

Legal Description

Description: COM S 1830.8' & E 2568.9' OF NWC
CL SEC 7 N 77 DEG W ALG S/M RD
75.6' N 77 DEG W ALG S/M RD 146.
4' N 79 DEG W 55.4' TO POB N 79
DEG W ALG RD 100' S 19 DEG W 122
' S 81 DEG E 63.3' S 70 DEG E 36
.8' N 19 DEG E 124.5' TO POB DB
1353-753 (245 Map764.19-02)

Deed Book / Page: 1353 / 753

81817210.000 KNIGHT JAMES M & JOANN L

81817186.000 81817187.000 81817206.000 81817184.000

81807048.000 81807092.000 81817192.000 81817204.000 81817191.000 81817190.000 81817189.000 81817178.000 81817177.000

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ROYS RD

SUSAN CIR

JAMES ST

0 25 50 100 Feet

Jackson County GIS

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

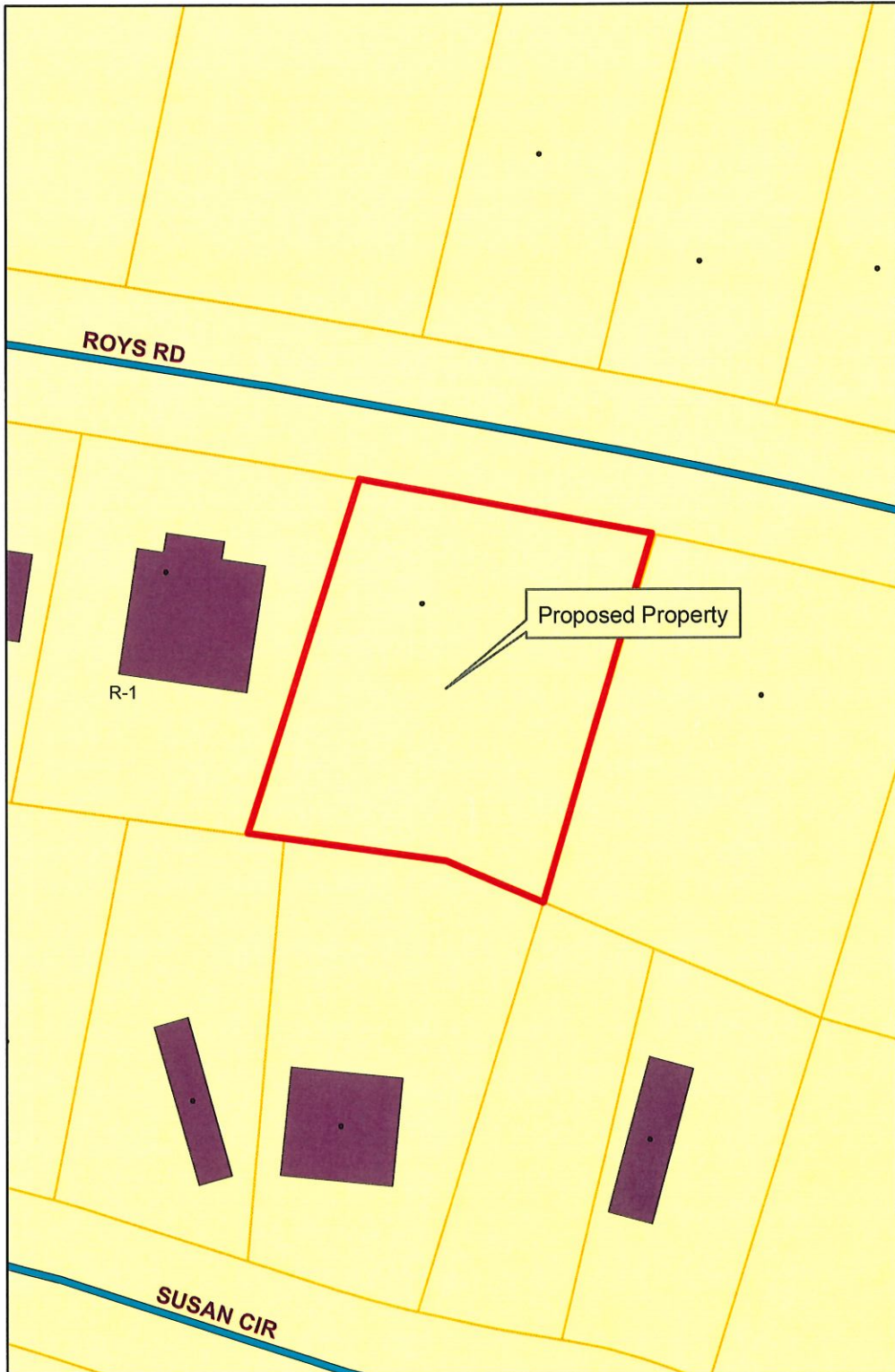


Exhibit C

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

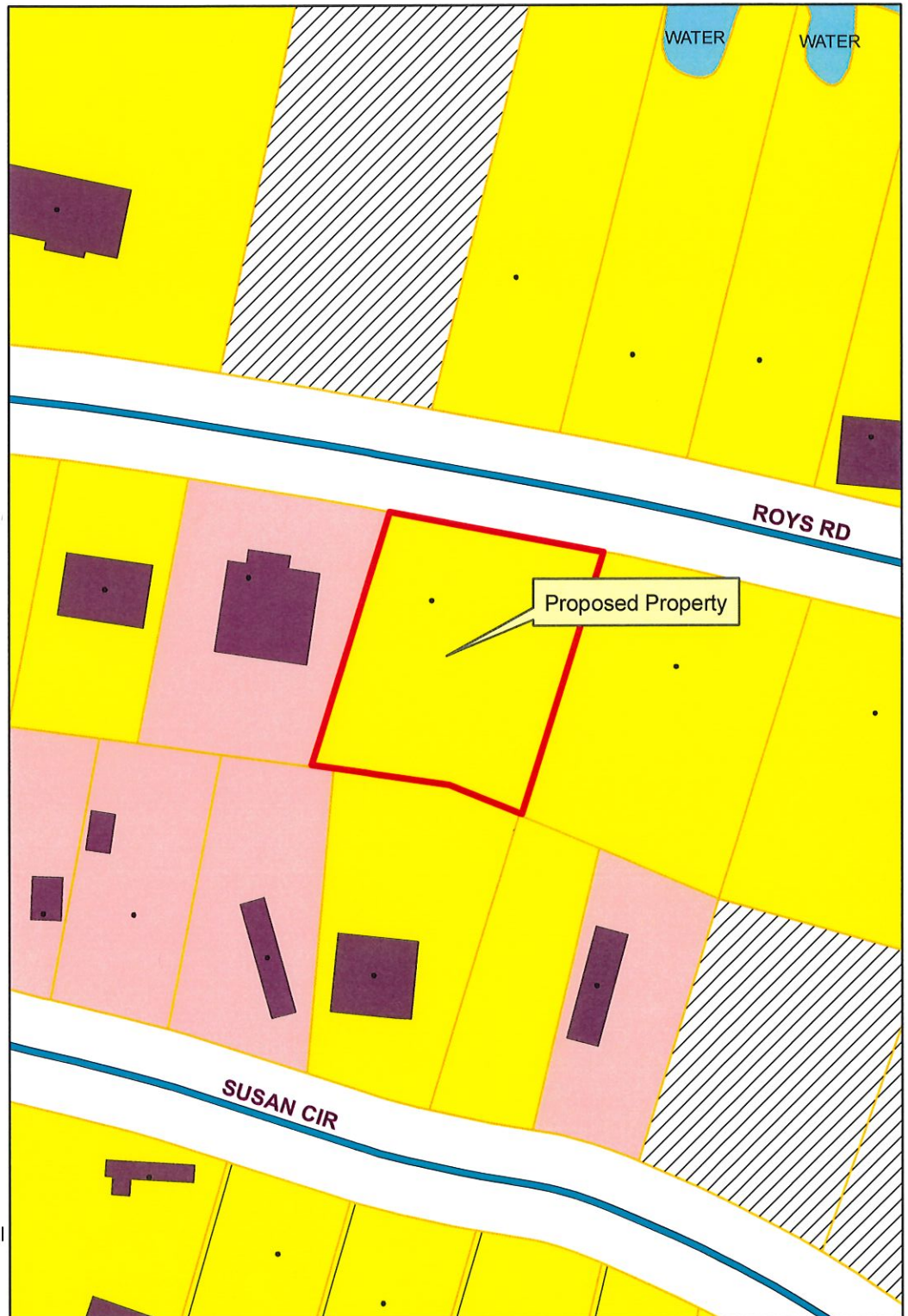
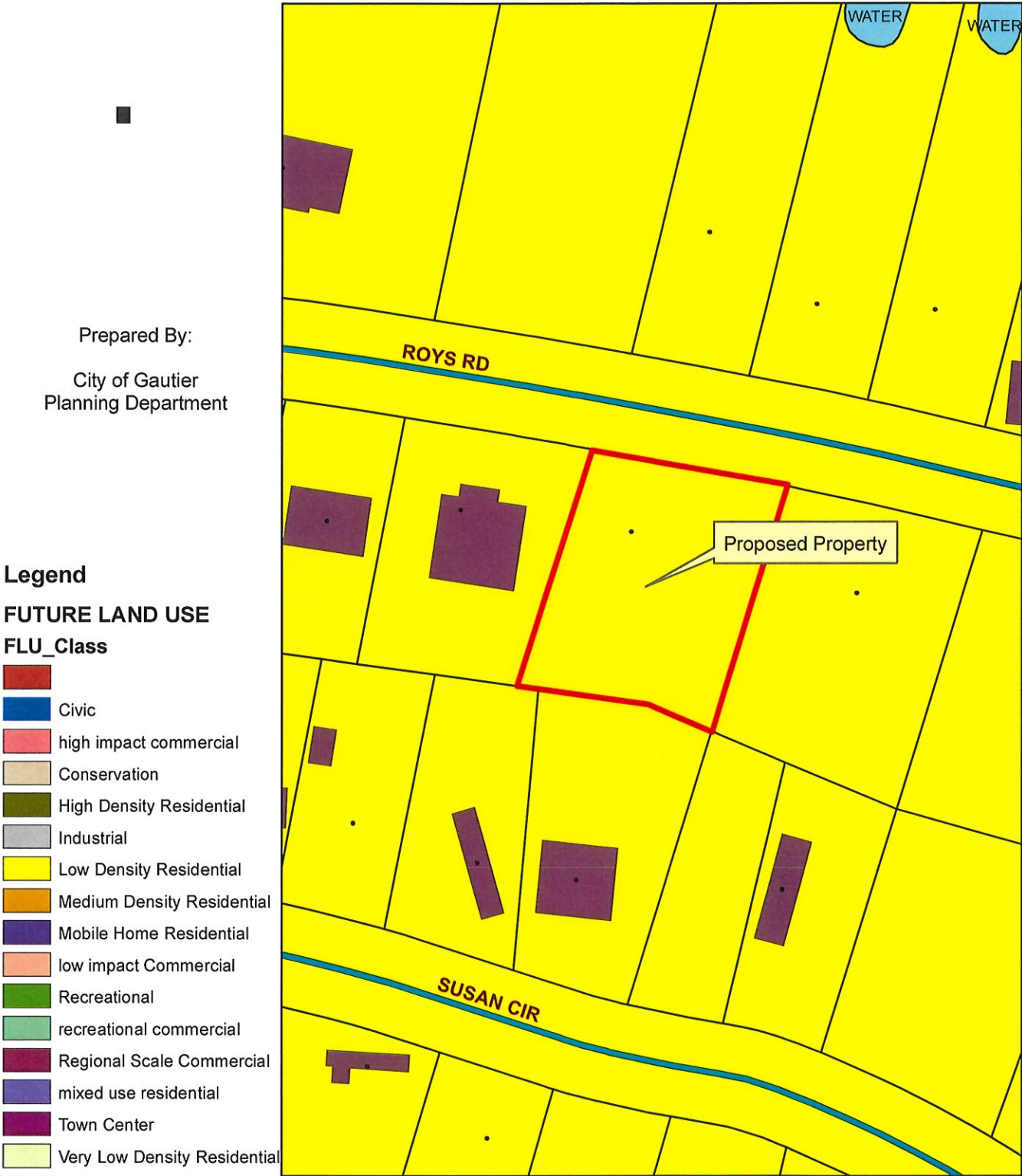


Exhibit D

Future Land-Use



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

Council Meeting: March 21, 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 21, 2023.

Docket of Claims
Release date from 03/21/2023 thru 03/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	231710	03/21/2023	03/07/2023			270.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIP CHGS 3000652433		652433-21	03/01/2023			270.00
001	TEC	231711	03/21/2023	03/07/2023			372.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1072593	03/01/2023			372.41
001	JACKSON COUNTY ADULT DETENTION CENTER	231712	03/21/2023	03/07/2023			9,555.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	FEB 2023 ADC CHGS		02282023	03/06/2023			9,555.00
001	DELTA SANITATION OF MS LLC	231713	03/21/2023	03/07/2023			285.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001289862	02/28/2023			35.00
	001-170-698	BACOT PORT O LET (2)		0001289940	02/28/2023			250.00
001	TRANSUNION RISK-ALTERNATE DATA SOLS INC	231714	03/21/2023	03/07/2023			340.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	DEC 2022 ACCT 6006920		202212-1	01/01/2023			340.00
001	TRANSUNION RISK-ALTERNATE DATA SOLS INC	231715	03/21/2023	03/07/2023			208.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JAN 2023 ACCT 6006920		202301-1	02/01/2023			208.39
001	SPARKLIGHT	231716	03/21/2023	03/07/2023			96.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	MAR 2023:SR BLDG#120793682		03012023	03/15/2023			96.73
001	SPARKLIGHT	231717	03/21/2023	03/07/2023			171.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MAR 2023:#107571481		03012023	03/15/2023			171.70
001	CENTERPOINT ENERGY	231718	03/21/2023	03/07/2023			139.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE:01/25-02/24/23		11000885-1	03/02/2023			69.78
	001-161-630	SOUTH FIRE:01/25-02/24/23		11000999-0	03/02/2023			69.78
001	ACE DATA STORAGE INC	231719	03/21/2023	03/07/2023			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FEB 2023 SHREDDING SERVICE		0090067	03/01/2023			150.00
001	SINGING RIVER ELECTRIC COOPERATIVE	231721	03/21/2023	03/07/2023			263.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		02182023	02/24/2023			161.75
	001-170-631	BACOT SPLASHPAD 103751001		02192023	02/24/2023			25.42
	001-170-631	BACOT UPGRADES 113730001		02192023	02/24/2023			46.98
	001-170-631	BACOT 114484001		02192023	02/24/2023			29.17

Docket of Claims
Release date from 03/21/2023 thru 03/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	231727	03/21/2023	03/07/2023			3,849.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP63956959	03/06/2023		91.42	
	001-092-525	UNL FUEL		NP63956959	03/06/2023		58.55	
	001-100-525	UNL&DSL FUEL		NP63956959	03/06/2023		2,922.39	
	001-161-525	UNL&DSL FUEL		NP63956959	03/06/2023		473.28	
	001-170-525	UNL FUEL		NP63956959	03/06/2023		265.55	
	001-205-525	UNL FUEL		NP63956959	03/06/2023		38.11	
001	BAGWELL TRUCK AND EQUIPMENT	231741	03/21/2023	03/10/2023			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	PERFORM DIAGNOSTICS: ENG 5		1647	02/23/2023		250.00	
001	M & E FEED & SEED	231742	03/21/2023	03/10/2023			267.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD (5)		547916	03/01/2023		267.47	
001	STEINER SAW & MOWER	231743	03/21/2023	03/10/2023			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	STILHL WEDEATER HEAD (6)		023962	03/01/2023		168.00	
	001-170-639	WEDEATER STRING		023962	03/01/2023		65.00	
	001-170-639	WEDEATER PARTS (3)		023962	03/01/2023		3.00	
	001-170-639	6 PK OIL		023962	03/01/2023		14.00	
001	PASCAGOULA TIRE & SERVICE INC	231744	03/21/2023	03/10/2023			101.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	ALIGNMENT: U# 19688		109056	02/02/2023		79.99	
	001-100-638	FLAT REPR: U# 12456		109421	02/23/2023		22.00	
001	AUTOZONE INC	231745	03/21/2023	03/10/2023			31.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	TURTLEWAX WASH N WAX		4907334046	02/17/2023		31.64	
001	AUTO TRUCK AND TRAILER PARTS INC	231746	03/21/2023	03/10/2023			138.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	CUTTING DISC (2): NUT (4)		303570	02/02/2023		11.10	
	001-170-639	DIESEL TREATMENT (2)		303787	02/10/2023		19.40	
	001-170-639	OIL		303903	02/16/2023		54.00	
	001-170-639	OIL		304121	02/27/2023		54.00	
001	HENZE ENTERPRISES INC	231747	03/21/2023	03/10/2023			1,280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	8 CY RAP: DOLPHIN;TRADEWINDS		31834	03/01/2023		320.00	
	001-201-576	24 CY RAP: FRONTAGE		31834	03/01/2023		960.00	
001	O'REILLY AUTO PARTS	231748	03/21/2023	03/10/2023			1,797.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	RADIATOR CAP: U# 16223		1978276988	01/30/2023		7.64	
	001-205-570	OIL FILTER (2); 5QT OIL (2)		1978277033	01/30/2023		89.56	
	001-205-570	QT OIL (2): CH VEHICLES		1978277047	01/30/2023		18.98	

Docket of Claims
Release date from 03/21/2023 thru 03/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	231748	03/21/2023	03/10/2023			1,797.97	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-570	WIPER BLADES (4): CE/MNT VEHS	1978277054	01/30/2023			11.12	
	001-205-570	OIL FILTER; 5QT OIL: CE VEH	1978277092	01/30/2023			24.67	
	001-100-570	CONTROL ARM (2): U# 19688	1978277130	01/31/2023			154.14	
	001-100-570	BATTERY: TRAINING CYCLE	1978277131	01/31/2023			126.34	
	001-205-570	DUST BOOT(2); TRNS FLUID(2)	1978277132	01/31/2023			25.20	
	001-100-570	BATTERY (MOTORCYCLE): HD1	1978277141	01/31/2023			99.69	
	001-205-570	SPINDLE NUT(2); CERAMIC PADS	1978277149	01/31/2023			77.17	
	001-205-570	BRAKE ROTOR(2): CE F150	1978277149	01/31/2023			110.00	
	001-100-570	BATTERY (MOTORCYCLE): HD2	1978277150	01/31/2023			99.69	
	001-205-570	CR RTN: ALT CORE	1978277210	02/01/2023			-10.00	
	001-205-570	BATTERY TERMINAL	1978277213	02/01/2023			5.99	
	001-170-639	BATTERY: DUMP TRAILER	1978277216	02/01/2023			86.18	
	001-205-570	CR RTN: 2 DUST BTS;2 TRNS FLD	1978277244	02/01/2023			-25.20	
	001-205-570	ROTORS TURNED (2): CE F150	1978277245	02/01/2023			50.00	
	001-100-570	CONTROL ARM: U# 19688	1088437931	02/02/2023			77.07	
	001-100-570	2 OZ SHUDDR FIX: U# 12301	1978277331	02/02/2023			12.49	
	001-100-570	BATTERY TENDER: U# 19665	1978277432	02/03/2023			69.99	
	001-100-570	BATTERY TENDER (2): PD VEHS	1978277458	02/03/2023			139.98	
	001-100-570	CR RTN: CONTROL ARM	1978277790	02/06/2023			-77.07	
	001-100-570	GEAR OIL(2);MCYCLE OIL(5): M1	1978277915	02/07/2023			91.43	
	001-161-638	BLUE DEF: ENG 5	1978277997	02/08/2023			27.99	
	001-100-570	FREON(3); AC SEAL KIT: PD VEHS	1978278026	02/08/2023			60.15	
	001-100-570	FREON(2);TRNS FLD(2): # 17530	1978278449	02/13/2023			47.96	
	001-100-570	BATTERY: U# 19687	1978278466	02/13/2023			139.46	
	001-161-638	ANTIFREEZE (3); KNIFE: ENG 5	1978278501	02/14/2023			39.26	
	001-161-638	HOSE CLMP; FUEL HOSE: ENG 5	1978278501	02/14/2023			8.18	
	001-205-639	QT JACK OIL: HYD FLOOR JACK	1978278520	02/14/2023			7.99	
	001-170-639	MOTOR OIL(12): EXMARK MOWERS	1978278623	02/15/2023			59.88	
	001-161-638	OIL FLTR; QT OIL(6): #89446	1978279342	02/22/2023			35.89	
	001-205-570	OIL FLTR; QT OIL(6): #19415	1978279421	02/22/2023			35.89	
	001-100-570	OIL FLTR; QT OIL(6): #14770	1978279597	02/24/2023			54.27	
	001-100-570	SILVER TAPE: PD VEHS	1978280220	02/28/2023			15.99	
001	DIRECTV LLC	231750	03/21/2023	03/10/2023			195.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	WEST STN: 022727663 (APR)	X230314	03/14/2022			195.00	
001	CANNON PAF LLC	231752	03/21/2023	03/10/2023			42.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	TRNSFR CASE SEAL KIT: #17530	245085	02/28/2023			42.00	
001	LAWN CARE NEAR ME LLC	231753	03/21/2023	03/10/2023			900.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-520	FLOWER BED MAINT: HWY 90	INV-000161	03/06/2023			900.00	
001	SOUTHERN MS PLANNING & DEV DISTRICT INC	231754	03/21/2023	03/10/2023			21,485.19	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-652	2022 COMM REDEV GRANT REIMB	12754	03/01/2023			21,485.19	

Docket of Claims
Release date from 03/21/2023 thru 03/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CIVICPLUS INC	231755	03/21/2023	03/10/2023			19,939.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-799	NEW CITY WEBSITE		254626	02/16/2023			19,939.50
001	46 ENTERTAINMENT INC	231756	03/21/2023	03/10/2023			6,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	CONSULTANT SERVICES		1677	03/05/2023			6,500.00
001	RELX INC DBA LEXISNEXIS	231757	03/21/2023	03/10/2023			123.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FEB 2023 4254VNBSY		3094335655	02/28/2023			123.60
001	CINTAS CORPORATION	231758	03/21/2023	03/10/2023			434.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	FEB 01 2023 MAINT		4145191551	02/01/2023			108.51
	001-205-535	FEB 08 2023 MAINT		4145890534	02/08/2023			108.51
	001-205-535	FEB 15 2023 MAINT		4146592128	02/15/2023			108.51
	001-205-535	FEB 22 2023 MAINT		4147302393	02/22/2023			108.51
001	LOWES HOME CENTERS INC	231759	03/21/2023	03/14/2023			2,750.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	PS GRAIN LEATHER GLOVES		902300	01/25/2023			13.29
	001-090-639	POPLAR BOARD (4): BENCH REPR		901042	01/26/2023			75.92
	001-170-634	BRASS SHUTOFF CONN: WTR LEAK		901193	01/27/2023			10.44
	001-090-639	MED FOAM BRUSH: BENCH REPR		901153	01/27/2023			7.11
	001-090-639	BLK TEXT PAINT: BENCH REPR		902898	01/31/2023			8.54
	001-201-559	REPR TRAFFIC MIRROR: FAIRLEY		901284	01/31/2023			13.26
	001-161-639	PARTS: AIR COMPRESSOR MAINT		901888	02/01/2023			25.46
	001-161-639	PARTS: AIR COMPRESSOR MAINT		901051	02/02/2023			1.43
	001-205-559	B5H 8" DRILL BIT		901152	02/02/2023			8.06
	001-161-639	PARTS: AIR COMPRESSOR MAINT		901156	02/02/2023			102.77
	001-161-639	RTN CR: SAW CHAIN (2)		902249	02/03/2023			-49.36
	001-161-639	PARTS: AIR COMPRESSOR MAINT		902183	02/03/2023			17.14
	001-161-639	SAW CHN(2); BAR OIL; CYC MIX		902230	02/03/2023			72.13
	001-170-577	100 PK 11" CABLE TIE (2)		902518	02/06/2023			34.16
	001-170-577	15 PK 18" CABLE TIE (8)		901205	02/06/2023			68.24
	001-170-577	INTERLOCKING SPRING SNAP(18)		917170	02/07/0000			85.14
	001-170-577	INTERLOCKING SPRING SNAP(12)		902603	02/07/0000			56.76
	001-170-577	100 PK 11" CABLE TIE (2)		902619	02/07/0000			34.16
	001-170-577	15 PK 18" CABLE TIE (6)		902619	02/07/0000			51.18
	001-201-559	2PK 30A TIME DELAY CART FUSE		901719	02/08/0000			21.36
	001-170-559	MW LEATHER GLOVES XL		902722	02/08/2023			23.74
	001-170-559	SAFETY FENCING: MG PARADE		958446	02/09/2023			345.59
	001-170-559	SAFETY FENCING: MG PARADE		902838	02/09/2023			1,023.29
	001-170-559	SAFETY FENCING: MG PARADE		902916	02/10/2023			118.92
	001-205-639	ELEC PARTS: ROUNABOUT		902932	02/10/2023			77.32
	001-205-639	METAL OUTLET CVR(2): RNDABOUT		902950	02/10/2023			8.52
	001-170-639	BATTERIES: PORT MESSAGE SIGN		901018	02/13/2023			7.11
	001-201-559	QUIKRETE(15): GREENWAY SDWLK		901983	02/13/2023			76.65
	001-170-559	LAG BOLTS (5): SIGN REPRS		902280	02/14/2023			8.45

Docket of Claims
Release date from 03/21/2023 thru 03/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	231759	03/21/2023	03/14/2023			2,750.05	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-635	BROAN BATHRM FAN: MECH SHOP		902245	02/14/2023			44.64
	001-205-560	TOGGLE LIGHT SWITCH & PLATE		901319	02/14/2023			1.54
	001-170-577	ORTHENE 12OZ FIRE ANT (2)		902380	02/15/2023			26.56
	001-170-577	GAL BAR-CHAIN OIL		902380	02/15/2023			13.29
	001-161-639	PARTS: REPR TRACK REEL		901631	02/15/2023			19.74
	001-170-559	EARMUFF(5); 4PK SFTY GLASSES		902508	02/16/2023			124.82
	001-161-559	DOOR MAT (2)		901503	02/17/2023			33.17
	001-161-559	US FLAG(2); 8PK C BATTERY(2)		902185	02/23/2023			87.32
	001-170-639	SUPPLIES: PICNIC TBL REPR		902139	02/23/2023			35.10
	001-170-559	MIRACLE GROW 5.5 LB		902228	02/24/2023			17.09
001	SPARKLIGHT	231762	03/21/2023	03/14/2023			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MAR 2023:POLICE #107718371		03082023	03/08/2023			127.95
001	SPARKLIGHT	231763	03/21/2023	03/14/2023			62.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MAR 2023:CBL BOX#118476316		03082023	03/08/2023			62.38
001	SBM REPORTING LLC	231764	03/21/2023	03/14/2023			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	PLANNING MTG 3/2/23		MB1496	03/08/2023			175.00
001	CATALIS COURTS AND LAND RECORDS LLC	231765	03/21/2023	03/14/2023			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	MAR 2023 COURT SUPPORT		INV4322382	03/01/2023			1,495.00
001	SINGING RIVER ELECTRIC COOPERATIVE	231766	03/21/2023	03/14/2023			2,184.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		02182023	02/23/2023			1,299.36
	001-201-629	SIGNAL LIGHT 89113001		02182023	02/23/2023			63.85
	001-170-631	CITY PARK RESTRMS 89912001		02182023	02/23/2023			483.89
	001-201-633	STREET LIGHTS 90345002		02182023	02/23/2023			182.79
	001-092-631	RECORDS BLDG 90790001		02182023	02/23/2023			112.59
	001-170-631	FRAZIER RESTRMS 98546001		02182023	02/23/2023			41.99
001	SINGING RIVER ELECTRIC COOPERATIVE	231767	03/21/2023	03/14/2023			104.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		02182023	02/23/2023			76.41
	001-170-631	FITNESS TRAIL 109268001		02182023	02/23/2023			28.02
001	SINGING RIVER ELECTRIC COOPERATIVE	231768	03/21/2023	03/14/2023			843.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		02182023	02/23/2023			85.83
	001-201-633	DOLPHIN ST 97988002		02182023	02/23/2023			57.29
	001-201-633	DOLPHIN ST 94989002		02182023	02/23/2023			72.80
	001-201-633	DOLPHIN ST 97990002		02182023	02/23/2023			627.90

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AIRGAS USA LLC	231789	03/21/2023	03/15/2023			252.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9995286886	02/28/2023			252.85
001	OLDE MILL IMPRESSIONS	231792	03/21/2023	03/15/2023			42.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-559	4X8 VTT PAVER: M MACFARLAND		11083	03/15/2023			42.94
001	CARDMEMBER SERVICES	231796	03/21/2023	03/15/2023			2,428.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	ONEWAY APP: FEB 2023		02022023	02/03/2023			75.00
	001-170-511	SUPPLIES: SENIOR PAINT PARTY		02082023	02/09/2023			67.25
	001-205-559	FLAM LIQUID STORAGE CABINET		02132023	02/14/2023			1,786.25
	001-170-511	SUPPLIES: SENIOR LUNCHEON		02152023	02/16/2023			111.40
	001-100-570	MOTORCYCLE DROP GUARD: M1		02152023	02/16/2023			388.99
001	SEYMOUR ENGINEERING PLLC	231797	03/21/2023	03/15/2023			940.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-603	BOUNDARY SURVEY: ROW PAT DR		8685	02/27/2023			940.00
001	CREDIT CARD CENTER	231799	03/21/2023	03/15/2023			963.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	CPR TRAINING: DISPATCH		02222023	02/23/2023			440.00
	001-092-525	FUEL: MML YOUTH SUMMIT		02252023	02/27/2023			21.00
	001-092-525	FUEL: MML YOUTH SUMMIT		02242023	02/27/2023			47.00
	001-092-525	FUEL: MML YOUTH SUMMIT		02252023	02/27/2023			59.00
	001-001-509	HOTEL: MML YOUTH SUMMIT		02252023	02/27/2023			99.00
	001-001-509	HOTEL: MML YOUTH SUMMIT		02252023	02/27/2023			99.00
	001-001-509	HOTEL: MML YOUTH SUMMIT		02252023	02/27/2023			99.00
	001-001-509	HOTEL: MML YOUTH SUMMIT		02252023	02/27/2023			99.00
001	FUELMAN	231800	03/21/2023	03/15/2023			3,752.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP64004141	03/13/2023			116.05
	001-100-525	UNL&DSL FUEL		NP64004141	03/13/2023			2,869.08
	001-161-525	UNL&DSL FUEL		NP64004141	03/13/2023			461.62
	001-170-525	UNL FUEL		NP64004141	03/13/2023			227.07
	001-205-525	UNL FUEL		NP64004141	03/13/2023			78.76
001	GALLS LLC	231806	03/21/2023	03/15/2023			312.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	51 GARRISON BELT		023777356	03/07/2023	230597		42.68
	001-100-535	SF INNER TROUSER BELT		023777356	03/07/2023	230597		44.44
	001-100-535	ASP ROTATE SIDEBREAK SCABBARD		023777356	03/07/2023	230597		42.95
	001-100-535	SF HINGED CUFF CASE (2)		023777356	03/07/2023	230597		76.56
	001-100-535	SF #77 DBL MAG HOLDER		023777356	03/07/2023	230597		45.76
	001-100-535	SMITH WESSON NKL CUFFS (2)		023777356	03/07/2023	230597		43.12
	001-100-535	SHIPPING		023777356	03/07/2023	230597		17.47

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001	REYNOLDS WHOLESALE CO	231807	03/21/2023	03/15/2023			1,896.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-510	CS BMF TOWELS (4)		73973	03/02/2023	230596		99.80
	001-161-510	CS GH 96/ROLLS TISSUE		73973	03/02/2023	230596		49.75
	001-161-510	CS 3/144-OZ PINE SOL		73973	03/02/2023	230596		39.75
	001-161-510	CS 6/1-GAL BLEACH		73973	03/02/2023	230596		21.95
	001-161-510	CS/100 38X58 CAN LINER (4)		73973	03/02/2023	230596		139.80
	001-161-510	CS 12/CAN COMET POWDER		73973	03/02/2023	230596		20.28
	001-092-510	CS TISSUE 96/ROLLS (7)		73983	03/09/2023	230605		348.25
	001-092-510	CS MF BROWN TOWELS (10)		73983	03/09/2023	230605		249.50
	001-092-510	CS VB PAPER TOWELS (5)		73983	03/09/2023	230605		174.75
	001-092-510	CS NABC CLEANER 4/1-GAL (2)		73983	03/09/2023	230605		111.60
	001-092-510	PINE SOL 3/144-OZ CS		73983	03/09/2023	230605		39.75
	001-092-510	24-OZ COTTON MOPHEAD (4)		73983	03/09/2023	230605		31.80
	001-092-510	#24 BLUE MOPHEAD (2)		73983	03/09/2023	230605		17.90
	001-092-510	CS/12 CLOROX WIPES (2)		73983	03/09/2023	230605		118.80
	001-092-510	CS/12 TIME MIST FUSION		73983	03/09/2023	230605		69.00
	001-092-510	CS/10 WAVE URINAL SCREEN (2)		73983	03/09/2023	230605		47.50
	001-092-510	CS/100 38X58 BK CAN LINER (2)		73983	03/09/2023	230605		69.90
	001-092-510	CS/500 24X33 WH CAN LINER (3)		73983	03/09/2023	230605		98.85
	001-092-510	BLEACH 6 GAL/CS (2)		73983	03/09/2023	230605		43.90
	001-092-510	ODO BAN 4 GAL/CS (2)		73983	03/09/2023	230605		103.92
001	MS FIRE ACADEMY	231809	03/21/2023	03/15/2023			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	FIRE SAFETY OFCR: HERMES,T		30005	03/08/2023	220387		175.00
001	MURRAY'S NURSERY	231810	03/21/2023	03/15/2023			171.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-520	DWARF YAUPON 3G (12)		5454	02/28/2023	230563		96.00
	001-170-520	DRIFT ROSES 3G (6)		5454	02/28/2023	230563		75.00
001	CUSTOM PRODUCTS CORPORATION	231812	03/21/2023	03/15/2023			2,164.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	30X30 STOP (10)		387128	03/07/2023	230562		467.80
	001-201-565	30X30 DEAD END (4)		387128	03/07/2023	230562		205.00
	001-201-565	30X30 NO OUTLET (4)		387128	03/07/2023	230562		205.00
	001-201-565	STREET SIGN (28)		387128	03/07/2023	230562		904.40
	001-201-565	SIGN HARDWARE (10)		387128	03/07/2023	230562		134.70
	001-201-565	FREIGHT		387128	03/07/2023	230562		121.38
	001-201-565	24X24 CAUTION SIGN (2)		387285	03/09/2023	230604		106.16
	001-201-565	FREIGHT		387285	03/09/2023	230604		20.51
001	PASCAGOULA TIRE & SERVICE INC	231814	03/21/2023	03/15/2023			941.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	FS FIREHAWK PURSUIT(4) #17530		109244	02/14/2023	230506		523.08
	001-100-638	INSTALLATION PACKAGE #17530		109244	02/14/2023	230506		98.00
	001-100-638	TPMS SENSORS #17530		109244	02/14/2023	230506		239.96
	001-100-638	4 WHEEL ALIGNMENT #17530		109244	02/14/2023	230506		79.99

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001	USA BLUEBOOK	231815	03/21/2023	03/15/2023			344.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	WARNING FED OFFENSE SIGN (18)		277201	02/22/2023	230535		317.16
	001-201-565	SHIPPING		277201	02/22/2023	230535		27.80
001	ARKANSAS FLAG & BANNER INC	231816	03/21/2023	03/15/2023			1,312.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-559	COG 3X5 DS APPLIQUE FLAG		0627504-IN	03/03/2023	230541		1,273.00
	001-092-559	ART FILE IMAGE: COG SEAL		0627504-IN	03/03/2023	230541		28.00
	001-092-559	FREIGHT		0627504-IN	03/03/2023	230541		11.50
001	SUN HERALD ADVERTISING	231819	03/21/2023	03/15/2023			394.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	BID AD: SHELTER WTR MN EXT		180764	02/28/2023	230512		151.50
	001-040-615	BID AD: HEAD START DRAINAGE		180764	02/28/2023	230511		154.14
	001-090-615	PUBLIC NOTICE: GPC 23-04-RZ		180764	02/28/2023	230538		45.04
	001-090-615	PUBLIC NOTICE: GPC 23-05-VAR		180764	02/28/2023	230538		43.96
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	231820	03/21/2023	03/15/2023			138.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-703	CARDER MESH DESK CHAIR BLK		3531119328	02/22/2023	230540		138.00
001	BAGWELL TRUCK AND EQUIPMENT	231822	03/21/2023	03/15/2023			4,696.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	EGR COOLER KIT		1655	03/01/2023	230558		1,990.37
	001-161-638	EGR VALVE KIT		1655	03/01/2023	230558		1,156.67
	001-161-638	TEMP SENSOR:		1655	03/01/2023	230558		100.65
	001-161-638	VALVE COVER GASKET		1655	03/01/2023	230558		64.78
	001-161-638	CRANK CASE FILTER ASSEMBLY		1655	03/01/2023	230558		176.92
	001-161-638	DPF GASKETS (2)		1655	03/01/2023	230558		132.88
	001-161-638	DIFFERENTIAL PRESSURE SENSOR		1655	03/01/2023	230558		348.98
	001-161-638	LABOR AND PROGRAMMING: E-5		1655	03/01/2023	230558		700.00
	001-161-638	SHOP SUPPLIES		1655	03/01/2023	230558		25.00
001	A-1 TREE SERVICE INC	231823	03/21/2023	03/15/2023			1,800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-698	REMOV TREES (2): ROW PAT DR		02272023	02/27/2023	230529		1,800.00
001	INDUSTRIAL PLASTIC VALVES COMPANY	231825	03/21/2023	03/15/2023			256.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-634	1/23-24 VDC SOLENOID (12)		23-25311	02/25/2023	230546		228.72
	001-170-634	SHIPPING: SPLASH PAD		23-25311	02/25/2023	230546		27.97
001	R TEE HUT LLC	231826	03/21/2023	03/15/2023			187.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	PERF SHORTS NAVY (4): SHIELDS		2007	02/28/2023	230555		44.00
	001-100-535	GOLD TEE-NAVY LTR(8):SHIELDS		2007	02/28/2023	230555		56.00
	001-100-535	NAVY SWEATPANT (3): SHIELDS		2007	02/28/2023	230555		45.00
	001-100-535	NAVY SWTSHRT-WT LTR(3):SHIELDS		2007	02/28/2023	230555		42.00

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001	AMAZON CAPITAL SERVICE	231827	03/21/2023	03/15/2023			367.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	PELICAN 1650 CAMERA CASE BK		1YTFV74R1Q	03/02/2023	230600		367.95
001	GALLS LLC	231828	03/21/2023	03/15/2023			175.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	NIKE SFB FIELD 8" BOOT:HUNTER		023730598	03/02/2023	230554		156.40
	001-100-535	SHIPPING		023730598	03/02/2023	230554		18.99
001	ADRIANNE CRAWFORD RHOADS	231836	03/21/2023	03/15/2023			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-602	PUBLIC DEFENDER: #215289		03062023	03/07/2023			200.00
FUND TOTAL	1 Claims	to	Checks	59 Total	101,096.76	Manual	Held	Total 101,096.76

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130	GULF BREEZE CONSTRUCTION INC Account Number 130-130-770	231795	03/21/2023	03/15/2023			37,372.66	
		Description CONSTRUCTION 21.99%		Invoice # 10	Date 03/08/2023	P.O.	Amount 37,372.66	
FUND TOTAL 130 Claims	to	Checks	1 Total	37,372.66	Manual	Held	Total	37,372.66

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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	231808	03/21/2023	03/15/2023			300.00	
	Account Number 156-100-799	Description		Invoice #	Date	P.O.	Amount	
		MULTICAM COMBAT SHIRT (5)		1439678-IN	03/06/2023	221384		300.00
156	PMAM CORPORATION	231817	03/21/2023	03/15/2023			3,250.00	
	Account Number 156-100-799	Description		Invoice #	Date	P.O.	Amount	
		HCM POLICE PROG MGT 1 YR		20230301	03/03/2023	230553		3,250.00
156	INTAPOL INDUSTRIES INC	231824	03/21/2023	03/15/2023			704.97	
	Account Number 156-100-799	Description		Invoice #	Date	P.O.	Amount	
		CUSTOM MOTORCYCLE HELMET (2)		31644	03/02/2023	230218		669.98
		SHIPPING		31644	03/02/2023	230218		34.99
FUND TOTAL 156 Claims	to	Checks	3 Total	4,254.97	Manual	Held		Total 4,254.97

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176	SINGING RIVER ELECTRIC COOPERATIVE	231722	03/21/2023	03/07/2023			2,927.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		02182023	02/24/2023			2,567.27
	176-170-631	HOUSE 76855002		02182023	02/24/2023			50.12
	176-170-631	SSP WELCOME CENTER 108928002		02182023	02/24/2023			285.38
	176-170-631	DUMP STATION 109931001		02182023	02/24/2023			25.10
176	LOWES HOME CENTERS INC	231760	03/21/2023	03/14/2023			522.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-510	GAL HD DRAIN CLEANER		901748	01/25/2023			21.84
	176-170-586	REPR DOOR LOCK: BATHHOUSE		901023	01/26/2023			8.35
	176-170-586	4X6 TRTD LUMBER(12): TRL SIGN		901925	02/16/2023			90.96
	176-170-635	PAINT,SUPPLIES: L CABIN DRS		902796	02/21/2023			114.35
	176-170-586	QUIKRETE (10): SECURITY LT		902985	02/22/2023			52.00
	176-170-586	QUIKRETE (10): SECURITY LT		902056	02/22/2023			52.00
	176-170-586	QUIKRETE (6): SECURITY LT		902076	02/22/2023			31.20
	176-170-586	ELBOW,CONDUIT: SECURITY LT		902080	02/22/2023			10.30
	176-170-586	PARTS: REPR DUMP STN HOSE		902065	02/22/2023			17.14
	176-170-520	MIRACLE GRO 25 QT		902154	02/23/2023			11.38
	176-170-559	SM MAX INSECT REPELLANT (6)		902154	02/23/2023			32.94
	176-170-586	ORTHENE 12OZ FIRE ANT (6)		902154	02/23/2023			79.68
176	BAY ICE COMPANY INC	231785	03/21/2023	03/15/2023			266.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	7LB BAGS ICE (213)		673902	03/10/2023			266.25
FUND TOTAL 176 Claims		to	Checks	3 Total	3,716.26 Manual	Held	Total	3,716.26

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355	WAGGONER ENGINEERING INC Account Number 355-723-763	231793	03/21/2023	03/15/2023			17,961.00	
		Description CONSTR PHASE: TRMNT PLANT		Invoice # 40706	Date 03/10/2023	P.O.	Amount 17,961.00	
FUND TOTAL 355 Claims	to	Checks	1 Total	17,961.00	Manual	Held	Total	17,961.00

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361	COG DEPOSITORY ACCOUNT	231771	03/21/2023	03/14/2023			32,518.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	361-000-104	TR TIDELANDS: FUND 171		03142023	03/14/2023			32,518.05
361	JLB CONTRACTORS LLC	231794	03/21/2023	03/15/2023			322,520.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	361-726-768	GV SWR UPGRADES		2	03/07/2023			322,520.18
FUND TOTAL 361 Claims	to	Checks	2 Total	355,038.23	Manual		Held	Total 355,038.23

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400	COG DEPOSITORY ACCOUNT	231709	03/21/2023	03/07/2023			19,462.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	TR MEMA WIRE: FUND 001		03022023	03/02/2023			19,462.75
400	SINGING RIVER ELECTRIC COOPERATIVE	231723	03/21/2023	03/07/2023			686.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STN 114260001		02192023	02/24/2023			686.73
400	CLEARWATER SOLUTIONS LLC	231724	03/21/2023	03/07/2023			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	MAR 2023 OPERATION FEE		GAUTIER123	03/01/2023			170,690.75
400	WASTE MANAGEMENT OF MS-GLF COAST INC	231726	03/21/2023	03/07/2023			3,389.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	FEB 2023:TIMBERLANE ROFF		8927447686	03/01/2023			3,389.41
400	FUELMAN	231728	03/21/2023	03/07/2023			216.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP63956959	03/06/2023			216.92
400	HENZE ENTERPRISES INC	231740	03/21/2023	03/10/2023			580.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	4 CY RAP: HOLLY HEATH		31834	03/01/2023			160.00
	400-651-683	12 CY TOPSOIL: FAIRHAVEN		31834	03/01/2023			180.00
	400-651-585	4 CY RAP: BLUFF PNT WTR LINE		31834	03/01/2023			160.00
	400-651-585	8 CY FILL DIRT: BLUFF PNT REPR		31834	03/01/2023			80.00
400	O'REILLY AUTO PARTS	231749	03/21/2023	03/10/2023			31.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-638	WIPER BLADES(4): R-1; R-2		1978279618	02/24/2023			31.96
400	LOWES HOME CENTERS INC	231761	03/21/2023	03/14/2023			900.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-586	PARTS: REPR OUTSIDE LIGHT		902418	01/26/2023			9.90
	400-651-584	1/4" SHACKLES(11): LIFTSTNS		901279	01/27/2023			72.36
	400-651-581	50CT ANCHORS; TURNBKLE(13)		901107	01/30/2023			85.03
	400-651-683	100PK BLK TIE WIRE		901924	01/30/2023			19.84
	400-651-683	6' TENSION BAR: CAMINO GRND		919788	01/30/2023			9.49
	400-651-683	QUIKRETE (5): SEACLIFFE		901771	02/01/2023			25.55
	400-651-581	LK SPR SNP(20); TURNBKLE(7)		902228	02/03/2023			93.13
	400-650-586	PARTS: RESTROOM REPR		902145	02/13/2023			40.06
	400-650-586	PARTS: RESTROOM REPR		919274	02/13/2023			7.59
	400-650-586	80CFM BATHROOM FAN-VENT		919577	02/15/2023			95.94
	400-650-635	VINYL TILE(270);ADHV;PATCH		901629	02/15/2023			441.59
400	SINGING RIVER ELECTRIC COOPERATIVE	231769	03/21/2023	03/14/2023			1,467.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CITY HALL WELL 114046001		02182023	02/23/2023			1,467.98

Docket of Claims
Release date from 03/21/2023 thru 03/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN LINC	231770	03/21/2023	03/14/2023			86.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	MAR 2023 SERV CHGS		152224	03/01/2023			80.00
	400-650-698	TAXES/FEES		152224	03/01/2023			6.72
400	COG DEPOSITORY ACCOUNT	231779	03/21/2023	03/15/2023			132,476.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	FEB 2023 GARBAGE PMTS		02282023	02/28/2023			132,476.32
400	ARISTA INFORMATION SYSTEMS INC	231780	03/21/2023	03/15/2023			4,472.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FEB 2023 PRINTING 2067001		0007084	02/28/2023			1,147.55
	400-650-698	FEB 2023 POSTAGE 2067001		0007084	02/28/2023			3,324.84
400	COGENT STRATEGIES LLC	231781	03/21/2023	03/15/2023			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 03/6/23-04/5/23		2997	03/14/2023			7,500.00
400	BORDIS & DANOS PLLC	231782	03/21/2023	03/15/2023			2,898.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-602	JCUA LITIGATN: WILKINS MILLER		462653	02/15/2023			2,898.50
400	BORDIS & DANOS PLLC	231783	03/21/2023	03/15/2023			150,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-602	LEGAL FEES: JCUA LITIGATION		115	02/27/2023			150,000.00
400	WAGGONER ENGINEERING INC	231798	03/21/2023	03/15/2023			2,082.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	NEPA ANALYSIS: EPA STAG APP		4008	03/10/2023			2,082.50
400	FUELMAN	231801	03/21/2023	03/15/2023			193.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP64004141	03/13/2023			193.15
400	FOSTERS A/C & HEATING INC	231811	03/21/2023	03/15/2023			1,572.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-702	THERMOSTAT (2)		V60063	03/13/2023	230617		269.76
	400-650-702	MATERIALS: GRILLES, LOUVERS		V60063	03/13/2023	230617		515.02
	400-650-702	LABOR: INST STATS, GRILLES		V60063	03/13/2023	230617		787.80
400	SOUTHERN PIPE & SUPPLY CO INC	231813	03/21/2023	03/15/2023			10,969.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-709	8" OCTAVE MSTR MTR: BAYOU VILG		7716615-00	02/24/2023	230544		4,989.00
	400-651-581	2.5X7 FULL CIR CLAMP (2)		7726701-00	02/27/2023	230560		157.44
	400-651-709	5/8X3/4 DIRECT METER (65)		7715490-00	02/28/2023	230548		4,959.50
	400-651-581	3/4 CTSPJX3/4 PVCPLJ CPLG (24)		7711258-00	02/28/2023	230549		864.00

Docket of Claims
Release date from 03/21/2023 thru 03/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	O'REILLY AUTO PARTS	231818	03/21/2023	03/15/2023			296.18	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-638	OIL(2);FLTR(2);SUP(2): R1,R2	1978277026	01/30/2023	230454		118.78	
	400-650-638	OIL(3);FLTR;AIR FLTR: F250	1978277028	01/30/2023	230452		116.82	
	400-650-638	OIL; FLTR; AIR FLTR: KICKS	1978277030	01/30/2023	230453		60.58	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	231821	03/21/2023	03/15/2023			77.62	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-500	AVERY LABELS 3000/BX (2)	3531502628	02/25/2023	230551		63.24	
	400-650-500	3/PK SORTKWIK MOISTENER (2)	3531502628	02/25/2023	230551		9.34	
	400-650-500	24/PK BIG RUBBER BANDS (2)	3531502628	02/25/2023	230551		5.04	
400	LYMAN WELL COMPANY	231829	03/21/2023	03/15/2023			2,250.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	WIRE UNISTRUT CLMP; BRACING	23-128	03/13/2023	230620		1,100.00	
	400-651-584	MINI EXCAVATOR	23-128	03/13/2023	230620		250.00	
	400-651-584	12HRS/3 MEN: LS 19	23-128	03/13/2023	230620		900.00	
400	J H WRIGHT & ASSOCIATES INC	231830	03/21/2023	03/15/2023			390.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	CONTACTOR LC1D65G7(2): MB LS	450271	03/10/2023	230273		240.00	
	400-651-584	OVERLOAD LRD3359 (2): MB LS	450271	03/10/2023	230273		150.00	
FUND TOTAL 400 Claims	to	Checks	23 Total	512,692.88 Manual		Held	Total	512,692.88

Docket of Claims
Release date from 03/21/2023 thru 03/21/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC Account Number 404-677-693	231725	03/21/2023	03/07/2023			107,964.45	
		Description		Invoice #	Date	P.O.	Amount	
		FEB 2023 RES GARBAGE (6415)		0001289796	02/28/2023		107,964.45	
FUND TOTAL 404 Claims	to	Checks	1 Total	107,964.45	Manual		Held	Total 107,964.45

Docket of Claims
Release date from 03/21/2023 thru 03/21/2023

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	59 Total	101,096.76 Manual	Held	Total	101,096.76
FUND 130 Claims	to	Checks	1 Total	37,372.66 Manual	Held	Total	37,372.66
FUND 156 Claims	to	Checks	3 Total	4,254.97 Manual	Held	Total	4,254.97
FUND 176 Claims	to	Checks	3 Total	3,716.26 Manual	Held	Total	3,716.26
FUND 355 Claims	to	Checks	1 Total	17,961.00 Manual	Held	Total	17,961.00
FUND 361 Claims	to	Checks	2 Total	355,038.23 Manual	Held	Total	355,038.23
FUND 400 Claims	to	Checks	23 Total	512,692.88 Manual	Held	Total	512,692.88
FUND 404 Claims	to	Checks	1 Total	107,964.45 Manual	Held	Total	107,964.45

Total for all Funds		Checks	93 Total	1,140,097.21 Manual	Held	Total	1,140,097.21

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: March 21, 2023
Title: Approval of Minutes from the Special Call Meeting held March 1, 2023 and Regular Council Meeting held March 7, 2023

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

Summary Explanation: Approval of Minutes from the Special Call Meeting held March 1, 2023 and Regular Council Meeting held March 7, 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 Special Call Meeting held March 1, 2023 and Regular Council Meeting held March 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 **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 21, 2023.

**Wednesday
March 1, 2023
Gautier, Mississippi**

BE IT REMEMBERED THAT A SPECIAL CALL MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held March 1, 2023 at 12:00 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

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

**March 1, 2023
CALL FOR SPECIAL MEETING**

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

NOW, THEREFORE, the undersigned Mayor and Council Members of the City of Gautier hereby call for a Special Meeting of the City Council, said meeting to be held in the Gautier Municipal Building, 3330 HWY 90, Gautier, Mississippi, on March 1, 2023 at 12:00 noon. This Special Meeting is called in accordance with Section 21-9-39, Mississippi Code of 1972. The agenda of said Special Meeting shall be as follows:

**AGENDA
CITY OF GAUTIER
March 1, 2023 at 12:00 Noon**

- I. Call to Order**
- II. Agenda Order Approval**
- III. Business Agenda**
 - 1. Jackson County Utility Authority

Adjourn until March 7, 2023 @ 6:30 PM
www.gautier-ms.gov

/s/ Casey Vaughan
MAYOR VAUGHAN

/s/ Adam Colledge
COUNCILMAN COLLEDGE

/s/ Gordon Gollott
COUNCILMAN GOLLOTT

/s/ Rusty Anderson
COUNCILMAN ANDERSON

/s/ Dante Elbin
COUNCILMAN ELBIN

/s/ Richard Jackson
COUNCILMAN JACKSON

/s/ Cameron George
COUNCILMAN GEORGE

Mayor Vaughan called the Meeting to order at 12:00pm.

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

Councilman Colledge made the motion to enter closed session to determine if executive session is appropriate. Councilman Gollott seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to enter executive session to discuss the JCUA Litigation. Councilman Gollott seconded the motion. The vote was carried unanimously.

Councilman Anderson made the motion to approve the Settlement Agreement between the City of Gautier and Jackson County Utility Authority, as presented. Councilman Colledge seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to enter open session. Councilman Gollott seconded the motion. The vote was carried unanimously.

Councilman Gollott made the motion to adjourn until March 7, 2023 at 6:30pm. Councilman Jackson seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 21, 2023.

SETTLEMENT AGREEMENT

WHEREAS, the City of Gautier (hereinafter, “the City” or “Gautier”) has initiated suit against the Jackson County Utility Authority (hereinafter, “JCUA”) for breach of contract and certain equitable relief, styled *City of Gautier, et al vs. Jackson County Utility Authority*, Cause No. 2016-1384-NH, currently filed in the Chancery Court of Jackson County, Mississippi; and

WHEREAS, the City and JCUA desire to settle all of their disputed claims and have agreed to reduce their understanding to a written agreement between the parties to be approved by the City Council of the City of Gautier and the Board of Directors of the Jackson County Utility Authority, with such approval being reflected on the official minutes of each entity;

THEREFORE, for good and valuable consideration, including the mutual covenants and agreements hereinafter expressed, the sufficiency of which are acknowledged by both parties referenced above, it is agreed as follows:

1. **Incorporation of Recitals.** The recitals set forth in the preamble to this Settlement Agreement are true and correct. There recitals are incorporated into this Settlement Agreement as if fully copied herein and are deemed an integral part of the Settlement Agreement and are not mere recitals.
2. **Binding Effect.** This Settlement Agreement shall be binding on the Parties when the City Council and Board of Directors approve this Settlement Agreement and spreads such approval on their respective minutes, following execution by an authorized representative.
3. **Settlement of Disputed Claims.** The Parties acknowledge that the various issues referred to in the pleadings have been disputed for several years, and the Parties desire to settle, with prejudice, all of their existing disputes with one another regarding the underlying Contract for Wholesale Wastewater Treatment.

4. **Capacity Fees/Charges.** JCUA hereby agrees and covenants not to issue, demand, charge, or require capacity fees from the City of Gautier in relation to developments, projects, or any other undertaking initiated by the City on City property or easements, using City or other public funds, for City purposes. This Agreement does not affect the ability of the JCUA to charge capacity fees or any other fees adopted by the JCUA, pursuant to contract and/or statute to non-City of Gautier entities within the city limits of Gautier.
5. **Non-objection to City Projects.** JCUA hereby agrees and covenants not to file a letter of objection to any local, state, or federal agency regarding developments, projects, or any other undertaking initiated by the City on City property or easements, using City or other public funds, for City purposes, based solely on the assertion that JCUA can provide acceptable and affordable water to the City. Instead, JCUA hereby agrees and covenants that, in those instances it is required to respond in any way to any local, state, or federal agency regarding such projects, it will limit such responses to the minimum necessary information required by said agency, and will not offer opinions or information, verbally or in writing, to such agencies.
6. **Advisory Finance Committee.** The Parties agree that an Advisory Finance Committee (hereinafter, "the Committee") will be formed by appointees of the Jackson County Board of Supervisors, the municipalities within Jackson County, and the West Jackson County Utility Authority Board of Directors. Each above entity will be permitted two appointees to serve only at the will and leisure of the appointing authority. The Committee will meet semi-annually or more frequently at its discretion, to examine the finances of JCUA. The Committee will be authorized to request and receive financial information of JCUA kept

in the form and manner of its normal course of business by JCUA prior to any such meetings. Following each meeting, or at times determined prudent by the Committee, the Committee will adopt and circulate recommendations to the Board of Directors of JCUA concerning the financial state of JCUA and the fiscal responsibility of its operations. Any such recommendation are only advisory in nature, and shall not have any binding effect on JCUA.

7. **Mutual Release and Covenant Not to Sue.** Upon the approval and execution of this Settlement Agreement by both Parties, the City fully and finally releases and discharges JCUA without payment of any monies by JCUA relating to the claims articulated in the Complaint and Amended Complaint which have accrued as of the date of this Settlement Agreement. The Parties agree to bear their own costs, fees, and expenses associated with the above-referenced litigation.
8. **Dismissal of Lawsuit.** Upon execution of this Settlement Agreement, the City will file an Order of Dismissal with Prejudice in the following matter: *City of Gautier, et al vs. Jackson County Utility Authority*, Cause No. 2016-1384-NH.
9. **Prior Agreements.** This Settlement Agreement is an integrated agreement containing the entire understanding of the Parties regarding the matters addressed herein and no representation, warranty, or promise has been made or relied upon by the Parties to this Agreement. This Agreement supersedes all prior communications or prior representations regarding the matters contained herein.
10. **Cooperation.** The Parties agree that they will cooperate fully with one another to carry out this Agreement and the binding obligations of this Agreement, including the execution

of any further documentation as may be required to consummate this Settlement Agreement.

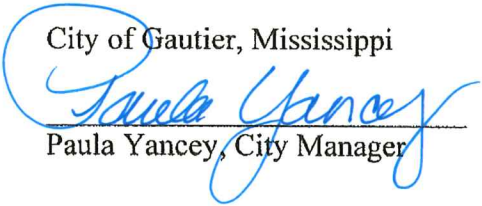
11. **Applicable Law.** The interpretation and construction of this Agreement shall be controlled by the laws of the State of Mississippi and proper jurisdiction shall be solely in the relevant court of Jackson County, Mississippi, but it does not amend or modify the Wastewater Service Agreement entered into by the City of Gautier and the Jackson County Utility Authority.
12. **Interpretation.** This Agreement constitutes the product of the negotiation of the Parties, and the enforcement thereof shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the draftsmanship thereof.
13. **Waiver.** No waiver of any condition, obligation, or term of this Agreement shall constitute a waiver of any other, or a waiver of a subsequent right to demand strict compliance with all conditions, obligations, and terms of this Settlement Agreement.
14. **Copies of Agreement.** Any executed copy or photocopy of an executed copy hereof shall be as effective for any purpose as the original.
15. **Specific Performance.** This Settlement Agreement shall be specifically enforceable by either party in the Chancery Court of Jackson County, Mississippi.
16. **Binding Effect.** This Settlement Agreement is binding and enforceable against the Parties pursuant to Mississippi law.
17. **Amendments.** This Agreement may be amended or terminated only by mutual written agreement of the Parties.
18. **Invalidity of a Provision.** Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any

provision if this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provision will not affect the validity or enforceability of any other provision hereto.

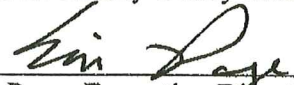
19. Breach of Agreement. Should any Party breach this Settlement Agreement, in addition to all other remedies available at law or in equity to the other Party, the breaching party shall pay the cost and expenses of the other Party incurred in enforcing this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement, effective as of the 9th day of ~~February~~ March, 2023.

City of Gautier, Mississippi


Paula Yancey, City Manager

Jackson County Utility Authority


Eric Page, Executive Director

**Tuesday
March 7, 2023
Gautier, Mississippi**

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held March 7, 2023 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

Those present were Mayor Casey Vaughan, Council Members Adam Colledge, Cameron Goerge, Richard Jackson, Gordon Gollott, Rusty Anderson, and Dante Elbin. Also present were Teresa Montgomery, City Clerk; Scott Ankerson, assistant City Manager; Josh Danos, City Attorney and other concerned citizens. Absent was Paula Yancey, City Manager.

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

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

1. **Approval of Minutes from Recessed Council Meeting held 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

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

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.

Presentation

None



GAUTIER PRESENTS

TASTY

THURSDAY!

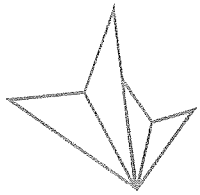
**23
MAR**

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**

**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.

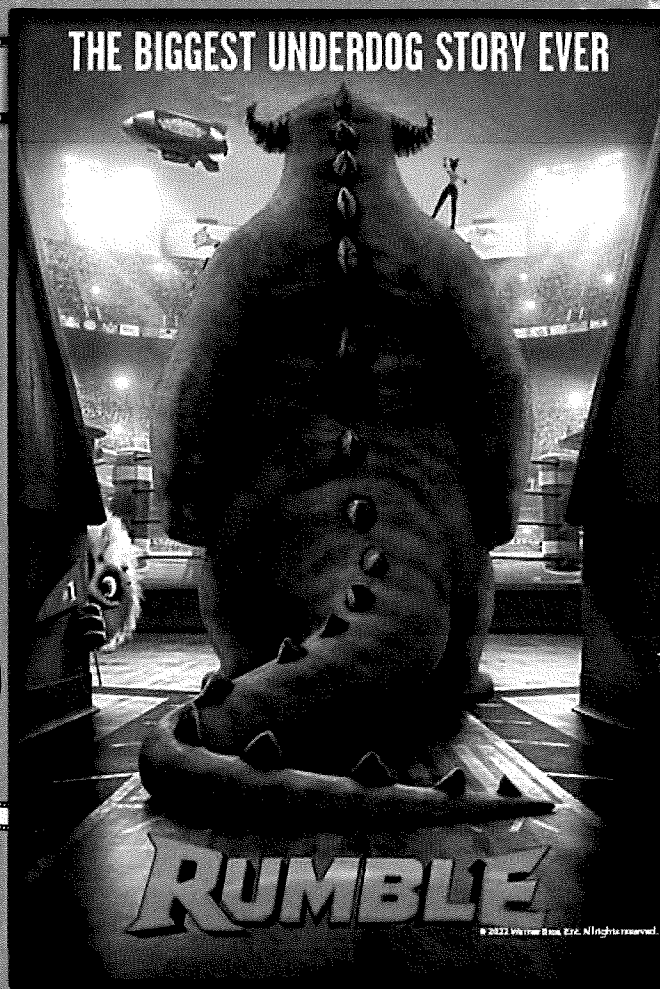
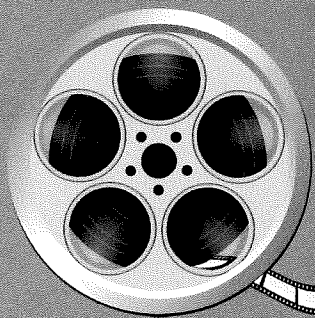
Ages 1-10

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

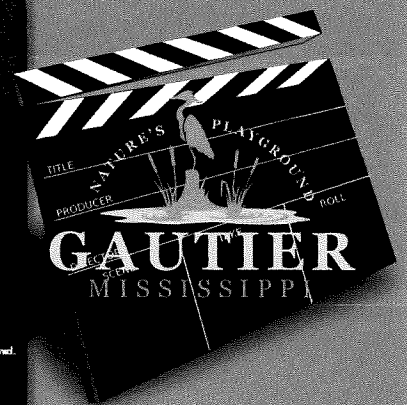


CITY OF GAUTIER OUTDOOR MOVIE NIGHT

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

Councilman Colledge made the motion to enter into a Professional Services Agreement with Wright, Ward, Hatten and Guel, as presented, to audit the financial statements of the City of Gautier for the year ended September 30, 2022. 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 222-2023

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 **Councilman Colledge**, 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 March 7, 2023.

WRIGHT, WARD, HATTEN & GUEL

PROFESSIONAL LIMITED LIABILITY COMPANY

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

Certified Public Accountants

HANCOCK BANK BUILDING

2510 - 14TH STREET

P.O. BOX 129

GULFPORT, MISSISSIPPI 39502

MICHAEL E. GUEL, CPA, CVA, PFS, CFP®, CFE
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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.

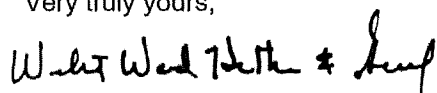
Reporting

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,



RESPONSE:

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

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

Councilman Elbin made the motion to approve the expenditure from the Infrastructure and Modernization Act, as presented, for re-striping Martin Bluff Road from Frontage to Mill Creek Road. Councilman Colledge 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 223-2023

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 **Councilman Elbin**, seconded by **Councilman Colledge**, 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 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 Infrastructure and Modernization Acts for re-striping Martin Bluff Road from Frontage to Mill Creek Road

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 Infrastructure and Modernization Act Funds.

DISCUSSION:

RECOMMENDATION:

ATTACHMENTS:

Councilman Colledge 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 Elbin 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 224-2023

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

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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

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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

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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	ROUNDAABOUT 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

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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
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
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
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
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
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
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
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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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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002	BOTTOM 2 TOP CONSTRUCTION LLC Account Number 002-655-675	231616	03/07/2023	02/28/2023			67,002.75	
	Description SEACLIFFE ROADWAY IMPS			Invoice # 1	Date 02/27/2023	P.O.	Amount	67,002.75
002	SEYMOUR ENGINEERING PLLC Account Number 002-655-603	231636	03/07/2023	03/01/2023			3,000.00	
	Description CONSTRUCTION ADMIN 10%			Invoice # 8690	Date 02/27/2023	P.O.	Amount	3,000.00
FUND TOTAL	2 Claims to	Checks	2 Total	70,002.75	Manual	Held	Total	70,002.75

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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

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
130	MICHAEL BAKER INTERNATIONAL Account Number 130-130-763	231615	03/07/2023	02/28/2023			13,764.08	
		Description		Invoice #	Date	P.O.	Amount	
		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

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
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	
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

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
172	JACKSON-GEORGE REGIONAL LIBRARY	231590	03/07/2023	02/27/2023			54,458.48	
	Account Number 172-350-650	Description LIBRARY SUPPORT		Invoice # FEB 2023	Date 02/23/2023	P.O.	Amount	54,458.48
FUND TOTAL 172 Claims		to	Checks	1 Total	54,458.48 Manual	Held	Total	54,458.48

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
176	AT&T	231558	03/07/2023	02/23/2023			538.18	
	Account Number 176-170-605	Description MTHLY SERVICE 2 LINES		Invoice # 2284972244	Date 02/14/2023	P.O.	Amount	538.18
176	SPARKLIGHT	231565	03/07/2023	02/24/2023			256.89	
	Account Number 176-170-699	Description MAR 2023:SSP INET#132698937		Invoice # 02202023	Date 02/20/2023	P.O.	Amount	256.89
176	C SPIRE WIRELESS	231568	03/07/2023	02/24/2023			51.80	
	Account Number 176-170-605	Description CELL PHONE		Invoice # 0030759348	Date 01/31/2023	P.O.	Amount	51.80
176	SPARKLIGHT	231606	03/07/2023	02/28/2023			127.95	
	Account Number 176-170-699	Description MAR 2023: SSP#136075116		Invoice # 02232023	Date 02/23/2023	P.O.	Amount	127.95
176	84 LUMBER COMPANY LP	231677	03/07/2023	03/01/2023			5,292.56	
	Account Number 176-170-635	Description RH EXT DOOR/COMP JAM: L CABIN		Invoice # 1807357731	Date 02/17/2023	P.O. 230332	Amount	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 176-170-699	Description FEB 2023 BOX RENTAL FEE		Invoice # 673886	Date 02/28/2023	P.O.	Amount	50.00
FUND TOTAL 176 Claims	to	Checks	6 Total	6,317.38 Manual		Held	Total	6,317.38

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
177	SEYMOUR ENGINEERING PLLC Account Number 177-176-762	231638	03/07/2023	03/01/2023			9,600.00	
		Description		Invoice #	Date	P.O.	Amount	
		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

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
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-763	231641	03/07/2023	03/01/2023			19,675.00	
	Description TO #6: AMPHITHEATER			Invoice # 8686	Date 02/27/2023	P.O.	Amount 19,675.00	
304	FLETCHER CONSTRUCTION CO INC Account Number 304-510-755	231655	03/07/2023	03/01/2023			363,327.50	
	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

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
361	SEYMOUR ENGINEERING PLLC Account Number 361-726-787	231639	03/07/2023	03/01/2023			17,600.00	
		Description		Invoice #	Date	P.O.	Amount	
		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

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
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

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
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

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
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	REMOV 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

Councilman Jackson requested to pull consent agenda item 7 for further discussion.

Councilman George made the motion to approve consent agenda items 1-6, and 8, 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:

ORDER NUMBER 225-2023

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-6 and 8 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 George**, 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 March 7, 2023.

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

ORDER NUMBER 226-2023

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 **Councilman George**, 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 March 7, 2023.

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

ORDER NUMBER 227-2023

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 December 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 **Councilman George**, 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 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%
<i>Total Operating Expenditures</i>	10,883,155.00	2,618,567.23	8,264,587.77	
<i>Total Capital Outlay Expenditur</i>	579,741.00	755.88	578,985.12	
<i>Total Debt Service</i>	177,493.00	37,679.33	139,813.67	
<i>Total Transfers Out</i>	882,540.00	0.00	882,540.00	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	12,522,929.00	2,657,002.44	9,865,926.56	
<i>Personnel</i>	7,483,099.00	1,729,294.90	5,753,804.10	
<i>Supplies</i>	749,211.00	152,982.96	596,228.04	
<i>Other Services</i>	2,650,845.00	736,289.37	1,914,555.63	
<i>Capital Outlay</i>	579,741.00	755.88	578,985.12	
<i>Debt Service</i>	177,493.00	37,679.33	139,813.67	
<i>Interfund Transfers for DS</i>	882,540.00	0.00	882,540.00	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	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%
<i>Total Operating Expenditures</i>	<i>6,899,631.00</i>	<i>1,598,210.83</i>	<i>5,301,420.17</i>	
<i>Total Capital Outlay Expenditures</i>	<i>172,000.00</i>	<i>23,521.71</i>	<i>148,478.29</i>	
<i>Total Debt Service</i>	<i>1,065,477.00</i>	<i>154,790.71</i>	<i>910,686.29</i>	
<i>Total Interfund Transfers</i>	<i>1,793,564.00</i>	<i>188,000.00</i>	<i>1,605,564.00</i>	
<i>Total Contingency Expenditures</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>10,130,672.00</i>	<i>1,964,523.25</i>	<i>8,166,148.75</i>	
 <i>Personnel</i>	 <i>541,083.00</i>	 <i>124,858.02</i>	 <i>416,224.98</i>	
<i>Supplies</i>	<i>313,000.00</i>	<i>39,575.94</i>	<i>273,424.06</i>	
<i>Other Services</i>	<i>6,045,548.00</i>	<i>1,433,776.87</i>	<i>4,611,771.13</i>	
<i>Capital Outlay</i>	<i>172,000.00</i>	<i>23,521.71</i>	<i>148,478.29</i>	
<i>Debt Service</i>	<i>1,065,477.00</i>	<i>154,790.71</i>	<i>910,686.29</i>	
<i>Interfund Transfers</i>	<i>1,793,564.00</i>	<i>188,000.00</i>	<i>1,605,564.00</i>	
<i>Contingencies</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>10,130,672.00</i>	<i>1,964,523.25</i>	<i>8,166,148.75</i>	

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

RESOLUTION NUMBER 199-2023

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 **Councilman George**, 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

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.

ATTEST:

MAYOR

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:

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

RESOLUTION NUMBER 200-2023

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 **Councilman George**, 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**

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

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

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

ORDER NUMBER 228-2023

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 **Councilman George**, 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 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

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.

Long Beach Auto Auction, Inc

Signature

Date

City of Gautier

Consignor

Signature

Position

Date

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

ORDER NUMBER 229-2023

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 **Councilman George**, 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 March 7, 2023.

		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 PERMITTED 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

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

ORDER NUMBER 230-2023

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 **Councilman George**, 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 March 7, 2023.

MARCH 2023 UTILITY ADJUSTMENTS								
THESE FOLLOW POLICY/ RECOMMEND APPROVAL								
CUSTOMER NAME	ACCT #	100	400	195	130	800		REASON FOR
		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								

After a discussion between Mayor and Council, Councilman Jackson made the motion to approve the Special Consulting Agreement with WSP, as presented, for a non-quantitative treatment analysis and Mental Health Parity Attestation. 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 231-2023

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 a 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 **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 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

During Mayor Comments, a discussion was held regarding a request from the American Legion Post 1992 Avenue of Flags Committee requesting the installation of permanent ground stakes for use in conjunction with the dedicated flags of the Memorial Day Avenue of Flags Program.

Councilman Gollott made the motion to accept a donation from the American Legion, as presented, for the installation of flag ground stakes at City Hall, in coordination with the City Manager and City Clerk. Councilman Anderson seconded the motion. The vote was carried unanimously.

From: American Legion Post 1992 Ave of Flags Committee

To: Casey Vaughn, Mayor of Gautier

Subject: Proposed request to install permanent ground stakes for use in conjunction with the dedicated flags of the Memorial Day Ave of Flags Program.

We are requesting to drill 150 EA 2" diameter holes 2' deep around the front of the City Hall property in proximity of the Veteran's Tribute Tower and install a 1 1/4 "diameter x 2' deep metal pipe with top cap. Attached is a sketch that shows basic layout of where holes will be placed. The sketch is not to scale and therefore does not show all the holes. After the pipe is inserted, the cap hole will be back filled and packed tightly to prevent pole movement when the flags are flying on Memorial Day. All ground stakes will be completely below ground level as not to interfere with ground maintenance. Holes will not be dug until material is procured.

30 ea. 1 1/4" diameter x 10' deep EMT Conduit

150 ea. 1 1/4 deep Zink plated steel knockout seal conduit fittings

Lowes Est.:

1 1/4" diameter x 10' deep EMT Conduit	30 @ \$36.00 = \$1080.00
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1 1/4" diameter Zink plated steel knockout seal conduit fittings	150 @ \$0.98 = \$147.00
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Total :	\$1227.00
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Councilman Gollott made the motion to recess until March 21, 2023 at 6:30pm.
Councilman Jackson seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 21, 2023.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

March 21, 2023
Receive February 2023 Privilege License Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive February 2023 Privilege License Reports

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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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. 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 February 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 **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 21, 2023.

		City of Gautier		
		Business Registry		
		Feb-23		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
300	2024-02-0008098	Subway #5896	\$30.00	Current
1755	2024-02-0008099	Blue Mile Lawn Care	\$20.00	Current
295	2024-020008100	Dockside RV Park	\$20.00	Current
1531	2024-02-0008101	CTC Rentals, LLC	\$30.00	Current
1639	2024-01-0008102	Toddler Town Academy	\$30.00	Delinquent
1813	2024-02-0008103	RT Firearms, LLC	\$45.00	New Business
283	2024-02-0008104	Mattress City, Inc.	\$20.00	Current
259	2024-02-0008105	Bates Janitorial, LLC	\$20.00	Current
284	2024-02-0008106	McGee's Connection	\$20.00	Current
1752	2024-02-0008107	Huey P. Stockstill, LLC	\$50.00	Current
1814	2024-02-0008108	Treasured Memories Imaging	\$20.00	New Business
282	2024-02-0008109	Mark Mitchell, Inc.	\$20.00	Current
1251	2024-02-0008110	Pilger Title Co.	\$20.00	Current
1642	2024-02-0008111	The Dermatology Clinic	\$30.00	Current
286	2024-02-0008112	Navigator Credit Union	\$30.00	Current
272	2024-02-0008113	Gulf Breeze Landscaping, LLC	\$150.00	Current
453	2024-02-0008114	Southern Cuts and Styles	\$20.00	Current
287	2024-02-0008115	Pitalo's Marina	\$20.00	Current
1754	2024-02-0008116	Wackenhut Painting Co	\$20.00	Current
947	2023-12-0008117	Redbox	\$49.50	Delinquent
1255	2024-02-0008118	Universal Imports, LLC	\$20.00	Current
1196	2024-01-0008119	Wendelta, Inc. DBA/Wendy's #266	\$138.60	Delinquent
1529	2024-02-0008120	Yummy Donuts	\$20.00	Current
1194	2023-12-0008121	Clearwater Solutions, LLC	\$88.80	Delinquent
533	2023-09-0008122	Gautier Automotive	\$22.80	Delinquent
1292	2024-02-0008123	B & G's Cleaning Service	\$20.00	Current
1815	2024-02-0008124	Radiant Storage GPT 3P, LLC	\$20.00	New Business
1696	2024-02-0008125	Coastal Wealth Management Group	\$20.00	Current
106		Mississippi Mini Warehouses		Closed Business
		Your Tax Pro		Closed Business
327	2024-03-0008126	Flower Patch	\$20.00	Current
351	2024-03-0008127	Henze Enterprises, Inc.	\$30.00	Current
357	2024-03-0008128	The Old Place	\$20.00	Current
1697	2024-02-0008129	Children's International, LLC	\$40.00	Current
1051	2024-02-0008130	Copy Club II	\$20.00	Current
296	2024-02-0008131	Sims Landscaping & Painting	\$20.00	Current
355	2024-03-0008132	Kentucky Fried Chicken	\$30.00	Current
1699	2024-03-0008133	Hutto's Affordable Auto Glass	\$40.00	Current
900	2024-03-0008134	Magic Spray Carwash, LLC	\$20.00	Current
75	2024-03-0008135	Gauter Shell	\$70.00	Current
1530	2024-02-0008136	Ton 80 Bar & Grill	\$45.00	Current
326	2024-03-0008137	Fayard's Gautier Marathon	\$45.00	Current
1467	2024-03-0008138	El Higueyano Supermarket	\$35.00	Current
1057	2024-03-0008139	Jason Lauban Construction	\$20.00	Current
1683	2024-01-0008140	Glaush Formulations, LLC	\$22.00	Delinquent
1357	2024-03-0008141	Webster Electric Company, LLC	\$50.00	Current
1644	2024-03-0008142	Cheetah Speed Laundry	\$20.00	Current
186	2024-01-0008143	Southeastern Computer Consultants	\$22.00	Delinquent
1406	2024-02-0008144	Jackson Hewitt Tax Service	\$20.00	Current
314	2024-03-0008145	Bae Systems	\$30.00	Current
1465	2024-02-0008146	Harbor Freight	\$60.00	Current
1753	2024-02-0008147	Island Ice	\$40.00	Current
		TOTAL:		52
		New Business		3
		Transient Vendor		0
		Closed Business		2
		Delinquent Renewals Issued		7
		Current		40

New Business February 2023	Business Address	Business Phone	Business Description
RT Firearms, LLC	1625 US HWY 90 Suite B	228-202-1942	Firearm/Equipment sales & classroom safety training
Treasured Memories Imaging	4351 Gautier Vancleave Rd Suite A	228-641-9401	Imaging Studio
Radiant Storage GPT 3P, LLC	3305 Townsend Rd	843-882-5090	Storage Unit

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

March 21, 2023
Authorization to accept a monetary donation for two benches at George Martin City Park's Playground area from Gautier Community Pride, Inc.

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Authorization to accept a monetary donation for two benches at George Martin City Park's Playground area from Gautier Community Pride, Inc., in the amount of \$2,603.82

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 Parks and Recreation Department is seeking authorization to accept the monetary donation for two (2) benches at George Martin City Park's Playground area from Gautier Community Pride, Inc.; and

WHEREAS, the monetary donation for two benches would be of great use for George Martin City Park's Playground area; and

WHEREAS, Gautier Community Pride, Inc., has offered to donate the monetary donation for two (2) benches at no cost to the City; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the monetary donation for two (2) benches at George Martin City Park's Playground area is hereby approved and accepted.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 03/15/2023
Subject: Approval to accept a monetary donation for two benches at George Martin City Park

REQUEST:

The Recreation Department requests City Council accept a monetary donation for two benches for the playground area at George Martin City Park in the amount of \$2,603.82 from Gautier Community Pride Inc.

BACKGROUND:

Gautier Community Pride would like to partner with the City of Gautier and provide additional seating in the playground area at George Martin City Park.

DISCUSSION:

Gautier Community Pride Inc. presented a check to the Recreation Department in the amount of \$2,603.82 for the purchase of two benches. The benches will be customized with sponsored by Gautier Community Pride Inc. The Recreation Department and will pour the foundation and will complete the install.

RECOMMENDATION:

The Recreation Department recommends that City Council accept a monetary donation for two benches for the playground area at George Martin City Park in the amount of \$2,603.82

City Council May:

1. Accept a monetary donation for two benches for the playground area at George Martin City Park in the amount of \$2,603.82 from Gautier Community Pride Inc.
2. Not accept a monetary donation for two benches for the playground area at George Martin City Park in the amount of \$2,603.82 from Gautier Community Pride Inc.

ATTACHMENTS:

1. Gautier Community Pride Inc.

GAUTIER COMMUNITY PRIDE INC
PO BOX 598
GAUTIER MS 39553

1104
85-136/653

3/14/23
Date

Pay To The
Order Of

City of Gautier

\$

2,603.82

Two thousand six hundred and three $\frac{82}{100}$ -

Dollars

Security features
included
Details on back



Merchants
& Marine Bank

MandMBank.com

(Replaces ch 1102
that was
lost)

Carla Pouncey

For

2 Benches for park

MP

Main Street Merchants & Marine Bank

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

March 21, 2023
Authorization to accept a monetary donation from
Gautier Pride, Inc. for the City of Gautier's Lights and
Lagniappe on the Bayou

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Authorization to accept a monetary donation from Gautier Pride Inc. for the City of Gautier's Lights and Lagniappe on the Bayou in the amount of \$8,000.

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 of Gautier hosted its annual Lights and Lagniappe on the Bayou on December 3rd at 1:00pm at the former Singing River Mall Property; and

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

WHEREAS, Gautier Pride Inc. provided a monetary donation in the amount of \$8,000.00 for the purpose of offsetting the costs incurred by the City for the Lights and Lagniappe on the Bayou; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the monetary donation of \$8,000 from Gautier Pride Inc. for the City of Gautier's Lights and Lagniappe on the Bayou held on December 3, 2022, is hereby approved and accepted.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 21, 2023.

GAUTIER COMMUNITY PRIDE INC
PO BOX 598
GAUTIER MS 39553

1103
85-136/653

3/14/23
Date

Pay To The
Order Of

City of Gautier
Eight thousand $\frac{00}{100}$

\$

8,000 $\frac{00}{100}$

Dollars

Security features
included.
Details on back.



Merchants
& Marine Bank

MandMBank.com

For

Firework show (last)
Redeem
for check
1097

Carla Pouncey

MP

⑆065301362⑆

Main Street Merchants & Marine Bank

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:

March 21, 2023

Title:

**Annual Renewal of the Contract with Singing River
 Services for the Life Care Plus Program**

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Annual renewal of the contract between Singing River Services and the City of Gautier for the contract period of April 15, 2023 through April 15, 2024.

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	College	☐	☐	☐	☐
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, Singing River Services has again offered to provide the services contained in the attached contract, as indicated; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the renewal of the contract with Singing River Services for the Employee Assistance Program or Life Care Plus program for the period of April 15, 2023 thru April 15, 2024 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 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: LaKeisha Hill, Human Resources Generalist
Date: 03/13/2023
Subject: Annual Renewal of the Contract with Singing River Services for the Life Care Plus Program

REQUEST:

The Human Resources Department requests City Council approval to renew the Life Care Plus contract between Singing River Services and the City of Gautier for the contract of April 15, 2023 thru April 15, 2024.

BACKGROUND:

The Life Care Plus Program is part of the city's Employee Assistance Program and has been a wellness benefit for employees since it was first approved in 2004. The City of Gautier has adopted a policy to provide these services to our employees as a part of our benefit package and renews this contract annually.

DISCUSSION:

The Life Care Plus Program essentially provides our employees with short term counseling for a variety of life issues that effect work performance. The program is also designed to assist city management in handling and resolving employee performance and disciplinary problems.

RECOMMENDATION:

The contract renewal cost \$3,000 and is a budgeted expense for FY2023. It is recommended that the Gautier City Council approve the contract renewal as budgeted.

ATTACHMENTS:

1. 2023-2024 City of Gautier EAP Contract

PROPOSAL
FOR
LIFE CARE PLUS SERVICES

THIS AGREEMENT, made the ____ day of _____ between Singing River Mental Health/Mental Retardation services, Region XIV, A.K.A. Singing River Services (the provider), and the CITY OF GAUTIER, (the Subscriber).

RECITALS

WHEREAS, SINGING RIVER SERVICES is a provider of mental health services for Region XIV whose general objective is to identify, assess, and treat mental health problems.

WHEREAS, the Provider has main facilities at 3407 Shamrock Court, Gautier, Mississippi 39553, as well as branch offices covering Jackson and George Counties.

WHEREAS, for the convenience and appearance of improved confidentiality for beneficiaries, the Provider will contract Assessment and Counseling Services during evening hours by appointment.

WHEREAS, the Provider recognizes the need to assist employers such as “the Subscriber” in managing and resolving employee problems such as poor job performance, absenteeism, employee/employer relations, health insurance abuse, and on-the-job accidents.

WHEREAS, the Provider has developed an employer/employee benefit program (the “Life Care Plus Program” or “EAP”) designed to identify and provide counseling for employees and dependents who have personal problems that may contribute to unacceptable job performance.

WHEREAS, the Subscriber employs approximately ____ employees as of the date of this agreement and the Subscriber wants to utilize the Life Care Plus Program.

WHEREAS, the Subscriber’s intention is to make available to its employees, their dependents and/or family members (collectively “Beneficiaries”) who are participating in, or, who are eligible to participate in the Subscriber’s self-funded Life Care Plus Program, a range of substance abuse/chemical dependency and mental health treatment services.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. PROVIDER’S OBLIGATION:

The PROVIDER will use its best efforts to provide the following services (“EAP Services”) from April 15, 2023 to April 15, 2024 (the “Contract Period”) for beneficiaries.

A. General Program Development Services:

1. Emergency Crisis Services: The Provider agrees to provide an “emergency help line” telephone consultation service operated twenty-four (24) hours per day and seven (7) days per week. Normal EAP counseling hours are 8:00 a.m. – 5:00 p.m., Monday through Friday.
2. Arranging for Services: The Provider agrees to provide EAP counselor for face-to-face confidential emergency consultation with the Beneficiary within twenty-four (24) hours over the weekdays or forty-eight (48) hours over the weekend, if requested by the Beneficiary; the Provider agrees that Beneficiaries can reach an EAP counselor by making a phone call to Singing River Services from 8:00 a.m. to 5:00 p.m. Monday through Friday for an appointment. Telephone referrals will be made in severe crisis to the emergency room and support groups, etc., so that the recovery process can commence.
3. Extent of Services and Exclusions: Each beneficiary may have access to all mental health services available through the contractor at no out-of-pocket expense and at no charge to the Subscriber’s insurance program subject to the following limitations:
 - a. Services normally provided by the Provider are covered. Service needs that are not normally provided at any of the Singing River Services facilities are not covered (i.e., hospitalization).
 - b. A legal DUI assessment fee of \$100.00 will be charged to the Beneficiary arrested for DUI offense and who seeks counseling by referral to Singing River Services.
 - c. Receipt of funds pursuant to this agreement does not preclude the provider from charging other third parties covering beneficiaries for services. This includes Medicaid and insurance covering primarily other family members and special grant funds. In such

event, funds received pursuant to this agreement will be used to pay co-payments, if any.

- d. Room and board will be provided at The Stevens Center only. A Deductible of \$250.00 will be charged to the beneficiary participating in the Stevens Center Residential treatment. The balance is covered by this contract.
 - e. A deductible of \$100.00 will be charged to the beneficiary participating in the Phoenix Intensive Outpatient Alcohol and Drug Program. The balance will be covered by the contract.
 - f. Clinical visits are not to exceed six (6) visits per client.
4. Liaison Services: Provider agrees to provide an EAP coordinator to serve as a Liaison between the Subscriber and the Provider, to plan and help implement wellness and prevention programming, to encourage employee participation of the EAP, and to gain the recognition of problems which may later impede their work performance.

B. Problem Assessment, Case Management, and Referral Services:

- 1. The EAP coordinator (or a member of Provider's Staff) agrees to refer Subscriber's employees and/or their dependents to an appropriate competent professional treatment program with Singing River Services at no cost or, if necessary, to an outside resource at the expense of the beneficiary for services not covered by this agreement. Such referrals and general assessments shall include the beneficiaries' problem list, social summary, assessment of mental status, tentative diagnosis, and recommended treatment.
- 2. The Provider agrees to supply the Subscriber's supervisors with a Supervisory guide for making referrals to the EAP. The EAP counselor will assist the employee in formulating an assistance plan, will identify appropriate therapeutic resources, and will document employee progress therein.
- 3. The Provider agrees to arrange, as appropriate and as needed, ongoing consultation with Subscriber regarding special handling or re-integration of employees after treatment.
- 4. The Provider will suggest that any employee seeking counseling regarding

job or employer dissatisfaction to contact the Subscriber's Human Resources Director or designee. However, the EAP counselor will counsel with any employee regarding the employee's attitudes or feelings as relates to job satisfaction.

5. The Provider, at its discretion, may discontinue treatment services for beneficiaries who seek such referrals on a continuous basis for the same problems without utilizing recommended solutions or who violate program rules.

C. Reporting Services:

1. The Provider agrees to furnish to any Subscriber's supervisor, who so requests, a periodic participation report for beneficiaries who have sought EAP counseling or treatment upon referral from said supervisor; said beneficiary must give written consent for such reporting to be shared with the supervisor.
2. Quarterly reports regarding employee usage will be submitted to _____.

II. SUBSCRIBER'S OBLIGATIONS:

The Subscriber will cooperate fully with the Provider so as to allow the Provider to Discharge its obligations and provide the services described herein. Additionally, the Subscriber agrees:

A. Commitments:

1. To issue a policy directive announcing the availability of EAP services to its employees and shall allow on-the-job time for training sessions for supervisors as well as orientation programs for non-supervisory employees which sessions will be made available by the Provider. The Subscriber will assist in disseminating promotional and educational materials designed to encourage utilization.
2. To pay the Provider \$3000.00 per year, in consideration of the Life Care Plus services performed by the Provider for the duration of the contract period. The agreement shall be extended automatically under the same terms unless either party shall notify the other party in writing at least thirty (30) days prior to the end of the initial term or any renewal terms that alterations or termination is desired. Fee rates remain the same until the anniversary date and may be renegotiated before continuance of EAP and counseling services and initiation of a new contract.

3. To submit to the Provider on fifth (5th) day of the first month an initial list of employees qualifying for EAP services and updating said list monthly. Payment will be made at the execution of the contract.

B. Miscellaneous:

1. Licensure: The Provider represents and warrants that it is duly licensed and certified to provide covered services in Mississippi, where covered services to beneficiaries are rendered and shall maintain such standing while an agreement is in effect.
2. Professional Liability Insurance Coverage: The Provider, at its sole cost and expense, shall provide and maintain such policies of general liability and professional liability insurance, other insurance as shall be necessary to insure the Provider and its personnel and agents against any claims for damages arising by reason of personal injuries or death occasions, directly or indirectly in connection with the performance of any service provided hereunder.
3. Confidentiality of Records: Both the Subscriber and Provider agree that mental health and substance abuse records of beneficiaries shall be treated as confidential so as to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Provider reserves the right to use the information without disclosing the identity of the beneficiaries for reporting purposes.
4. Termination for Cause: The Agreement may be terminated for cause under the following conditions:
 - a. Upon default by the Subscriber in payment of compensation in accordance with the Agreement. The Provider may terminate the Agreement thirty (30) days after the Provider has given written notice to the Subscriber of such default.
 - b. Upon material breach of the Agreement by either party, the non-breaching party may terminate the Agreement after thirty (30) days written notice to the breaching party, specifying the facts and circumstances of the breach.
 - c. If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of the Agreement, recovery shall be limited to any and all damages available under Mississippi law to the extent proven in a Court of law.

5. Hold Harmless: The Provider shall hold harmless and indemnify the Subscriber from any claims, losses, damages, judgements, liabilities, costs expenses or obligations, including but not limited to attorney fees and expenses arising out of or resulting from the Provider's gross negligence or willful misconduct in its provisions of mental health and substance abuse services to beneficiaries.
6. Nothing in this agreement shall limit the responsibility of either party to fully comply with medical confidentiality requirements under any applicable state or federal law, including but not limited to HIPAA.

IN WITNESS WHEREOF, the parties have entered in to this agreement on the _____ day of _____, 2023.

SINGING RIVER SERVICES:
Tax ID Number 64-0650708

BY: _____
Beth Fenech
Executive Director

CITY OF GAUTIER:

BY: _____
City Manager's Signature

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

March 21, 2023
Authorization to enter into a Grant Subaward Agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Citywide Lift Station Upgrades Project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Grant Subaward Agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Citywide Lift Station Upgrades Project

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 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, the subaward agreement with the Jackson County Board of Supervisors will provide matching funds to the City for work conducted under the MCWI grant program for the Citywide 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 Jackson County for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Citywide Lift Station Upgrades Project is hereby approved and authorized.

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

Motion 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 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 03/14/2023
Subject: Grant Subaward Agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Grant Program - Citywide Lift Station Upgrades Project

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a grant subaward agreement with Jackson County 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.

DISCUSSION:

The subaward agreement with the Jackson County Board of Supervisors will provide matching funds to the City for work conducted under the MCWI grant program for the Citywide Lift Station Upgrades project.

The previously mentioned 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 Jackson County 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. Council memo-Jackson County MCWI Subaward Grant Agreement-Citywide Lift Station Upgrades
2. COUNTY SUBAWARD AGREEMENT - City of Gautier - Citywide Lift Station Upgrades (UNSIGNED FULL)

**JACKSON COUNTY, MISSISSIPPI LOCAL FISCAL RECOVERY FUND CONTRIBUTION
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF JACKSON**

SUBAWARD AGREEMENT

This document is a Subaward Agreement (“Agreement”) between the Board of Supervisors of Jackson County, Mississippi (“County”) and **City of Gautier**, to provide American Rescue Plan Act (“ARPA”) funds to the City as part of Local Fiscal Recovery Funds contributions relating to match funding for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (“Program”) as specified below and in the attached. This Agreement is subject to all terms and conditions of the Prime Award and the MDEQ Subaward Agreement and any attachments thereto, as identified below and in the attached.

1. SOURCE OF FUNDS

The match funds provided by this Agreement are made available through the Local Fiscal Recovery Funds (“LFRF”) received by Jackson County, Mississippi through the American Rescue Plan Act.

2. PROJECT

Under this Agreement, the County 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 necessary investments in an upgrade to SUBRECIPIENT’S **existing wastewater facility**, in accordance with the MCWI Grant Program specifications.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in the attached Mississippi Department of Environmental Quality (“MDEQ”) **Agreement No. 331-1-CW-5.5** and any attachments thereto (Exhibit “A”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to all applicable terms and conditions identified in the attached MDEQ **Agreement No. 331-1-CW-5.5** and any attachments thereto (Exhibit “A”) and any other special terms and conditions as identified herein, including but not limited to the period of performance, progress report requirements, financial management and compliance, contractual

obligations, compliance with laws, disputes procedure, record retention, etc., unless otherwise specified in this Agreement.

6. 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 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. The LFRF transferred to the SUBRECIPIENT by the County shall not exceed **\$715,350.00**;

iv. Any other funds the SUBRECIPIENT obligated to the project that are not eligible for MCWI match shall not exceed **\$138,600.00**.

B. *Consideration.* As consideration for the performance of the tasks included in this Agreement and the attached MDEQ **Agreement No. 331-1-CW-5.5** (Exhibit “A”), the County agrees to reimburse SUBRECIPIENT an amount not to exceed **Seven Hundred Fifteen Thousand Three Hundred Fifty Dollars and Zero Cents (\$715,350.00)**. Consideration paid by the County shall in no event exceed 50% of the amount paid by MCWI Grant Funds.

The County is under no obligation to provide funds to SUBRECIPIENT if the SUBRECIPIENT has not met, or does not continue to meet, all minimum requirements to receive funds, including but not limited to all requirements identified in MDEQ **Agreement No. 331-1-CW-5.5** (Exhibit “A”). The County is under no obligation to reimburse costs incurred that are not compliant with federal, state, and local law.

C. *Payment.* Subject to the terms and conditions of this Agreement and MDEQ **Agreement No. 331-1-CW-5.5** (Exhibit “A”), the County shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s approval of said invoices, except for any amounts disputed by MDEQ or the County in good faith.

7. NOTICES

All notices, requests, and other communications hereunder shall be in writing pursuant to the terms of the Attached MDEQ **Agreement No. 331-1-CW-5.5** (Exhibit “A”). Such communications must be sent to the respective Parties at the following addresses:

If to Jackson County, Mississippi:

Attention: Brian Fulton, County Administrator
P.O. Box 998
Pascagoula, MS 39568
Ph: 228-769-3088
Email: Brian_Fulton@co.jackson.ms.us

If to SUBRECIPIENT:

Attention: Paula Yancey, City Manager
3330 Hwy. 90
Gautier, MS 39553
Ph: 228-219-8016
Email: pyancey@gautier-ms.gov

8. 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, email, 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.

[SIGNATURES TO FOLLOW]

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.

BOARD OF SUPERVISORS OF JACKSON COUNTY, MISSISSIPPI

Kenneth E. Taylor, President

Date

CITY OF GAUTIER

Paula Yancey, City Manager

Date

EXHIBIT A

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 331-1-CW-5.5

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:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
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.mswaterinfrastructure.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
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If to SUBRECIPIENT:	Attention: Paula Yancey 3330 Hwy. 90 Gautier, MS 39553 Phone: (228) 219-8016 E-mail: pyancey@gautier-ms.gov
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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

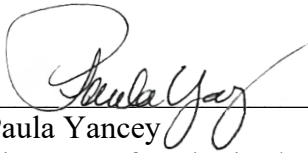


Chris Wells
Executive Director

3/3/23

Date

CITY OF GAUTIER



Paula Yancey
Signature of Authorized Representative

Paula Yancey
Paula Yancey
Printed Name

City Manager
Title

2/21/2023
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.

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

March 21, 2023
Authorization to enter into a Grant Subaward Agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Sanitary Sewer Main Rehabilitation Project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Grant Subaward Agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Sanitary Sewer Main Rehabilitation Project - College Park, Guillotteville Road, and Valleywood Subdivisions Project

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 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 Sanitary Sewer Main Rehabilitation Project; and

WHEREAS, the subaward agreement with the Jackson County Board of Supervisors will provide matching funds to the City for work conducted under the MCWI grant program for the Sanitary Sewer Mains and Rehabilitation 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 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 Jackson County 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 is hereby approved and authorized.

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

Motion 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 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Brenda Greco, Project Specialist
Date: 03/14/2023
Subject: Grant Subaward Agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Grant Program – Sanitary Sewer Mains Rehabilitation – College Park, Guillotville Road, and Valleywood Subdivisions

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a grant subaward agreement with Jackson County for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Sanitary Sewer Mains Rehabilitation – College Park, Guillotville 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.

DISCUSSION:

The subaward agreement with the Jackson County Board of Supervisors will provide matching funds to the City for work conducted under the MCWI grant program for the Sanitary Sewer Mains and Rehabilitation project.

This previously mentioned 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 Jackson County for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Sanitary Sewer Mains Rehabilitation - College Park, Guillotville 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. Council memo-Jackson County MCWI Subaward Grant Agreement-Sanitary Sewer Mains Rehabilitation
2. COUNTY SUBAWARD AGREEMENT - City of Gautier - Sanitary Sewer Main Rehab - College Park, Guillotville Road, and Valleywood Subdivision (UNSIGNED FULL)

**JACKSON COUNTY, MISSISSIPPI LOCAL FISCAL RECOVERY FUND CONTRIBUTION
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF JACKSON**

SUBAWARD AGREEMENT

This document is a Subaward Agreement (“Agreement”) between the Board of Supervisors of Jackson County, Mississippi (“County”) and **City of Gautier**, to provide American Rescue Plan Act (“ARPA”) funds to the City as part of Local Fiscal Recovery Funds contributions relating to match funding for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (“Program”) as specified below and in the attached. This Agreement is subject to all terms and conditions of the Prime Award and the MDEQ Subaward Agreement and any attachments thereto, as identified below and in the attached.

1. SOURCE OF FUNDS

The match funds provided by this Agreement are made available through the Local Fiscal Recovery Funds (“LFRF”) received by Jackson County, Mississippi through the American Rescue Plan Act.

2. PROJECT

Under this Agreement, the County 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 necessary investments in an upgrade to SUBRECIPIENT’S **existing wastewater infrastructure**, in accordance with the MCWI Grant Program specifications.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in the attached Mississippi Department of Environmental Quality (“MDEQ”) **Agreement No. 337-1-CW-5.5** and any attachments thereto (Exhibit “A”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to all applicable terms and conditions identified in the attached MDEQ **Agreement No. 337-1-CW-5.5** and any attachments thereto (Exhibit “A”) and any other special terms and conditions as identified herein, including but not limited to the period of

performance, progress report requirements, financial management and compliance, contractual obligations, compliance with laws, disputes procedure, record retention, etc., unless otherwise specified in this Agreement.

6. 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 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. The LFRF transferred to the SUBRECIPIENT by the County shall not exceed **\$312,504.00**;

iv. Any other funds the SUBRECIPIENT obligated to the project that are not eligible for MCWI match shall not exceed **\$250,000.00**.

B. *Consideration.* As consideration for the performance of the tasks included in this Agreement and the attached MDEQ **Agreement No. 337-1-CW-5.5** (Exhibit "A"), the County agrees to reimburse SUBRECIPIENT an amount not to exceed **Three Hundred Twelve Thousand Five Hundred Four Dollars and Zero Cents (\$312,504.00)**. Consideration paid by the County shall in no event exceed 50% of the amount paid by MCWI Grant Funds.

The County is under no obligation to provide funds to SUBRECIPIENT if the SUBRECIPIENT has not met, or does not continue to meet, all minimum requirements to receive funds, including but not limited to all requirements identified in MDEQ **Agreement No. 337-1-CW-5.5** (Exhibit "A"). The County is under no obligation to reimburse costs incurred that are not compliant with federal, state, and local law.

C. *Payment.* Subject to the terms and conditions of this Agreement and MDEQ **Agreement No. 337-1-CW-5.5** (Exhibit "A"), the County shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's approval of said invoices, except for any amounts disputed by MDEQ or the County in good faith.

7. NOTICES

All notices, requests, and other communications hereunder shall be in writing pursuant to the terms of the Attached MDEQ **Agreement No. 337-1-CW-5.5** (Exhibit "A"). Such

communications must be sent to the respective Parties at the following addresses:

If to Jackson County, Mississippi:

Attention: Brian Fulton, County Administrator
P.O. Box 998
Pascagoula, MS 39568
Ph: 228-769-3088
Email: Brian_Fulton@co.jackson.ms.us

If to SUBRECIPIENT:

Attention: Paula Yancey, City Manager
3330 Hwy. 90
Gautier, MS 39553
Ph: 228-219-8016
Email: pyancey@gautier-ms.gov

8. 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, email, 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.

[SIGNATURES TO FOLLOW]

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.

BOARD OF SUPERVISORS OF JACKSON COUNTY, MISSISSIPPI

Kenneth E. Taylor, President

Date

CITY OF GAUTIER

Paula Yancey, City Manager

Date

EXHIBIT A

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 337-1-CW-5.5

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:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
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.mswaterinfrastructure.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

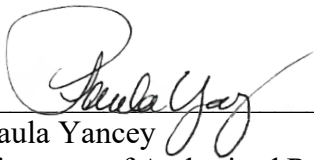


Chris Wells
Executive Director

3/3/23

Date

CITY OF GAUTIER



Paula Yancey
Signature of Authorized Representative

Paula Yancey
Paula Yancey
Printed Name

City Manager
Title

2/21/2023
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.

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

March 21, 2023
Request to waive the pavilion rental fees at Bacot Park Basketball Pavilion for South Mississippi Housing Authority No. VIII for its Strong Family Community Outreach Initiative

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-2244

Summary Explanation: Request to waive the pavilion rental fees at Bacot Park Basketball Pavilion for South Mississippi Housing Authority No. VIII for its Strong Family Community Outreach Initiative to be held on June 23, 2023 from 11:00am until 2:00pm.

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:

RESOLUTION NUMBER 000-2023

WHEREAS, Mississippi Housing Authority No. VIII requests to waive the \$250 pavilion rental fee and the \$150 deposit required for the Strong Family Community Outreach Initiative to be held at Bacot Park on June 23, 2023 from 11:00 A.M. until 2:00 P.M.; and

WHEREAS, Mississippi Housing Authority No. VIII is a nonprofit organization that would like to host its Strong Family Community Outreach Initiative, which will be open to the public and will have 15-20 vendors; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this event promotes unity and pride within the community. Activities such as this promote the resources available in the City of Gautier.

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by Mississippi Housing Authority No. VIII to waive the \$250 pavilion rental fee and the \$150 deposit required for the Strong Family Community Outreach Initiative to be held at Bacot Park on June 23, 2023 from 11:00am until 2:00pm is hereby approved and authorized; and

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of March 21, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 03/15/2023
Subject: Request to waive rental fees at Bacot Park Basketball Pavilion for South Mississippi Housing Authority No. VIII for its Strong Family Community Outreach Initiative

REQUEST:

Mississippi Housing Authority No. VIII requests City Council to waive the \$250 pavilion rental fee and the \$150 deposit required for the Strong Family Community Outreach Initiative to be held at Bacot Park on June 23, 2023 from 11:00 a.m. – 2:00 p.m.

BACKGROUND:

Mississippi Housing Authority No. VIII would like to host its Strong Family Community Outreach Initiative. The event will be a community outreach that's open to the public and will have 15-20 vendors. Mississippi Housing Authority No. VIII is a nonprofit organization.

DISCUSSION:

The City recognizes events, such as the Strong Family Community Outreach Initiative, as a way to promote a sense of unity by providing resources that's needed in the community.

RECOMMENDATION:

The Parks & Recreation Department has determined that it is in the best interest of the City to waive all associated fees, as this event is an economic tool that brings into favorable notice the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

1. Approve the fee waivers for Mississippi Housing Authority No. VIII for its Strong Family Community Outreach Initiative; or
2. Not approve to waive fees for Mississippi Housing Authority No. VIII for its Strong Family Community Outreach Initiative.

ATTACHMENTS:

1. South Mississippi Housing Authority No. VII Request

South Mississippi Housing Authority No. VIII

P.O. Box 2347 Gulfport, MS 39505-2347 Office: (228) 831-2992 Fax: (228) 831-5575 TTY: (800) 582-2233

Kim King
10430 Three Rivers Road
Gulfport, MS 39503
228-365-9287

South Mississippi Housing Authority
Kim.king@southmississippihousing.org

March 10, 2023

Dear City of Gautier,

I am writing to formally request the use of the Bacot Ball Park for the purpose of our Annual Strong Families Initiative on June 21, 2023.

I request permission to use the basketball pavilion for vendor setup. We plan to have 15-20 vendors with valuable resources to provide to our community. In addition, I kindly ask that the rental fees for the use of the pavilion be waived as we are a nonprofit organization and unable pay the rental fees. The event will be held on a Wednesday from 11am - 2pm and is open to the public.

I look forward to hearing from you,

Respectfully,



Kim King,
Supportive Services Coordinator
(E): kim.king@southmississippihousing.org
(W): (228) 365-9287
Assisting Families and Changing Lives

If you or anyone in your family is a person with disabilities, and you require a specific accommodation to fully utilize our programs and services, please contact the housing authority.





CITY OF GAUTIER

SPECIAL EVENT PERMIT APPLICATION

Submit This Form to the City Clerk Office at least thirty (30) days prior to requested event.

(Please print or type all information below)

Event Information:

Date of Event June 21, 2023 Day or Week Wednesday Starting Time 11 AM AM/PM

Ending Time: 2 PM AM/PM Proposed Location of the Event: Bacot Ball Park

Describe the type of event to be conducted: Strong Family Initiative event

Reason for Event, Demonstration or March:

To bring families and the community together to provide valuable resources to those in need.

If Event includes a city property or streets, give proposed route:

(Street)	(Direction Turn)	(Street)
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT. ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS

Applicant Information:

Organization:

Name: South Mississippi Housing Authority Phone: (228) 831 - 2992

Address: 10430 Three Rivers Road Gulfport MS 39503
City State Zip

Type of Organization: Housing Authority Profit: x Non-Profit Federal ID# _____
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:

Name: Kim King Phone (Home): (228) 365 - 9287

Address: 10430 Three Rivers Road Phone (Work): () -

City: Gulfport State: MS Zip Code: 39503 -

Position with Organization: Supportive Services/ Homeownership Coordinator

Individual(s) Responsible for keeping order and maintenance:

Name: Kim King Phone (H): (228) 239 - 8348 (W) (228) 365 - 9287

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

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

Requirements of Applicant:

☐ Security	☐ Clean up During Event	☐ Staging
☐ Traffic Direction	☐ Clean up After Event	☐ Fencing
☐ Barricades	☐ Trash Receptacles/Bag	☐ Other
☐ Set Up Barricades		

In applying for this permit, I the undersigned, as the responsible individual of the above named organization; AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature: Kim King Date: March 7, 2023

FOR OFFICE USE ONLY

Date Rec'd: _____ Received By: _____
Event has been: _____
Approved: _____ Disapproved: _____
Approval/Disapproval Authority: _____
Date: _____

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

South Mississippi Housing and Development Corporation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 2099

Requester's name and address (optional)

6 City, state, and ZIP code

Gulfport, MS 39505-2099

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 0 - 5 6 4 0 4 5 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **1.30.2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
March 21, 2023**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
