

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
May 16, 2023 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. American Legion Post 1992 Family will host a Memorial Day Avenue of Flags Ceremony on May 29th starting at 11am at the Veteran's Tribute Tower.**
- 2. Gautier's Farmers Market will be held the second Saturday of every month from May - September, starting at 8 a.m. until 12 p.m. at George Martin City Park.**
- 3. Tasty Thursday will be May 18th, starting at 11am at the former Singing River Mall Property.**
- 4. Old School Tutoring & Toys and Gautier's Recreation team will host Wacky Wednesdays- a weekly, half day summer camp, starting every Wednesday on June 7th through July 12th from 9am until 1pm at Gautier's Indoor Sportsplex.**
- 5. Gautier Movie Night, featuring Top Gun: Maverick, will be June 9th starting at 8pm at the former Singing River Mall Property.**
- 6. Family Play Group will begin Tuesday, June 13th from 10am until 12pm at Bacot Park.**

IV. Presentation Agenda

- 1. Motorcycle Awareness Month Proclamation**
- 2. Kids to Park Day Proclamation**
- 3. International Police Week Proclamation**
- 4. International Firefighters' Day Proclamation**
- 5. Citizens for United Gautier**

V. Business Agenda

1. Approval of Supplemental Agreement No. 2 to the Professional Services Agreement with Seymour Engineering for work associated with the Jackson County Animal Shelter water distribution system

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Consideration for the Abatement at 1301 Roy's Road, Gautier, MS

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consider a request for a Variance to front yard setback requirements for an addition in a R-1 Low Density Single-Family Residential Zoning District. 7310 Melody Drive, (GPC #23-17-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Consideration of a Special Exception that would allow the occupancy of an existing mobile home in a R-1 Low Density Single-Family Residential Zoning District, located at 7212 Home of Grace Road, Gautier, MS (GPC #23-18-SE)

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

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

1. Approval of Minutes from the Regular Council Meeting held May 2, 2023
2. Authorization to enter into a Grant Subaward Agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program for funding related to Hwy 90 Sanitary Sewer and Water Lines - Singing River Mall Project
3. Authorization to submit an application to the Mississippi Development Authority for FY2024 Tourism Development Grant Program
4. Approval of a request submitted by Gautier High School to have a firework show after graduation

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

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
May 16, 2023**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. American Legion Post 1992 Family will host a Memorial Day Avenue of Flags Ceremony on May 29th starting at 11am at the Veteran's Tribute Tower.
2. Gautier's Farmers Market will be held the second Saturday of every month from May – September, starting at 8am until 12pm at George Martin City Park.
3. Tasty Thursday will be May 18th, starting at 11am at the former Singing River Mall Property.
4. Old School Tutoring & Toys and Gautier's Recreation team will host Wacky Wednesdays- a weekly, half day summer camp, starting every Wednesday on June 7th through July 12th from 9am until 1pm at Gautier's Indoor Sportsplex.
5. Gautier Movie Night, featuring Top Gun: Maverick, will be June 9th starting at 8pm at the former Singing River Mall Property.
6. Family Play Group will begin Tuesday, June 13th from 10am until 12pm at Bacot Park.

NOTES:

You're Invited!

VETERANS
TRIBUTE TOWER

Memorial Day
Avenue of Flags Ceremony
Hosted by
American Legion Post 1992
Family
&

The City of Gautier

May 29, 2023

11:00 A.M.

Veterans Tribute Tower

3330 Hwy 90 Gautier, MS

For More Information Contact

American Legion Post 1992

228-497-6422



Come be apart of the



GAUTIER FARMER'S MARKET

2ND SAT MAY- SEPT. 8AM-12PM

George Martin City Park- 902 De La Pointe Dr.



To become a vendor call 228-497-2244



Groove with

Old School

this summer!

WACKY WEDNESDAYS

WEEKLY HALF DAY CAMP THAT WILL
FEATURE THEMED ART, ROBOTICS,
SCIENCE, AND MOVEMENT ACTIVITIES

JUNE 7th - JULY 12th
9AM-1PM

presented by

Old School

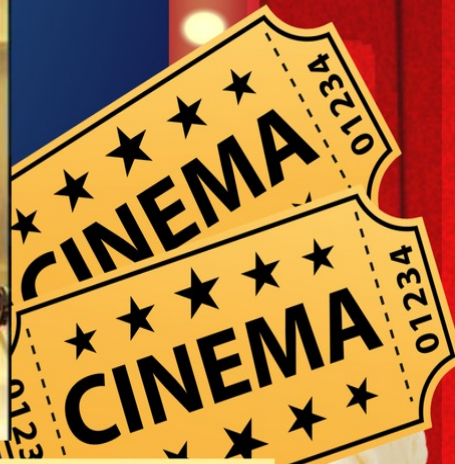
**& Tutoring
AND TOYS**



BOOK WEEKLY OR FOR THE FULL SUMMER

TSHIRT INCLUDED WITH FULL SUMMER REGISTRATION
ONLY 40 SPOTS ARE AVAILABLE EACH WEEK

Gautier DRIVE-IN MOVIE NIGHT



9 JUNE - 8PM

FREE EVENT

Bring your lawn chairs & blankets and
enjoy a movie on the big screen

FORMER SR MALL PROPERTY 2800 HWY 90



**GAUTIER
MISSISSIPPI**

FAMILY PLAYGROUP

At Bacot Park

2300 Ladnier Road Gautier, Ms

FREE!

COME AND JOIN US!

TUESDAY JUNE 13TH

10AM - 12PM

BACOT PARK, GAUTIER, MS

FRIENDSHIP & COMMUNITY

CREATIVE ACTIVITIES

SNACKS WILL BE PROVIDED

WHY PLAY WITH US?

- Use of Imagination.
- Sensory Activities.
- Great Way to Make Friends.
- Boost Confidence & Self-Esteem.
- Offers a Support Network.
- Builds Social Connection.
- Community Involvement.

ATHLETICS@GAUTIER-MS.GOV
228-218-4632



**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
May 16, 2023**

ITEM DESCRIPTION:

PRESENTATION AGENDA

- 1. Motorcycle Awareness Month Proclamation**
- 2. Kids to Park Day Proclamation**
- 3. International Police Week Proclamation**
- 4. International Firefighters Day Proclamation**
- 5. Citizens for United Gautier**

NOTES:



CITY OF GAUTIER PROCLAMATION

A Proclamation Recognizing Motorcycle Awareness Month

WHEREAS, the members of Gold Wing Road Riders Association (GWRRA) Motorist Awareness Program (MAP) of Mississippi, and other organizations continually promote motorcycle safety, education, and awareness programs to the general public, and to the motorist community of Mississippi; and

WHEREAS, motorcycle riding is a popular form of recreation and transportation for thousands of people across the state and nation; and

WHEREAS, it is crucial that citizens of our City and State be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, the motorcyclist of Mississippi has contributed countless volunteer hours to their communities; and

WHEREAS, all motorists should join GWRRA, MAP of Mississippi in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, and awareness; and

NOW THEREFORE, We, Mayor and Council of the City of Gautier, Mississippi, do hereby proclaim May 2023 as

**MOTORCYCLE AWARENESS MONTH,
and encourage motorcycle awareness and safe motoring for all.**

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 16th day of May, 2023.



Mayor Casey Vaughan
City of Gautier, Mississippi



CITY OF GAUTIER PROCLAMATION

Proclaiming May 20, 2023, as Kids to Park Day in the City of Gautier, Mississippi

WHEREAS, May 20, 2023, is the thirteenth annual Kids to Parks Day organized and launched by the National Park Trust, held annually on the third Saturday of May; and

WHEREAS, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks; and

WHEREAS, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity and other illnesses; and

WHEREAS, Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and

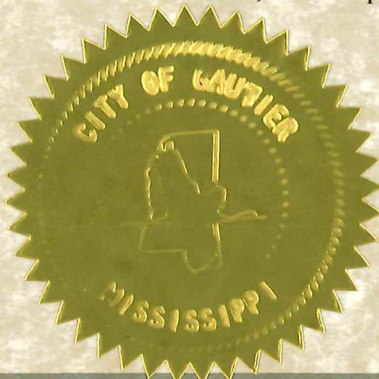
WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

NOW THEREFORE, WE, Casey Vaughan, Mayor and the Council of the City of Gautier, Mississippi do hereby proclaim May 20, 2023, as

KIDS TO PARKS DAY

in the City of Gautier, Mississippi and encourage residents to make time to take the children in their lives to a neighborhood, state or national park.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of Gautier, Mississippi to be affixed on this the 16th day of May, 2023



Mayor Casey Vaughan



CITY OF GAUTIER PROCLAMATION

*A Proclamation designating the week of May 14th through May 20th as
International Police Week*

WHEREAS, Congress and President of the United States have designated May 15th as Peace Officers' Memorial Day, and the week in which May 15th falls dedicated as "National Police Week"; and

WHEREAS, the City of Gautier's Police Department plays an essential role in safeguarding the rights and freedoms of the City of Gautier; and

WHEREAS, officers of our Police Department recognize their duty to serve the people by protecting them against violence and disorder, and by protecting the innocent against deception; and

WHEREAS, the officers of the Gautier Police Department unceasingly provide this vital public service; and

NOW THEREFORE, We, Mayor and Council of the City of Gautier, Mississippi, do hereby designate May 14th through May 20th, 2023 as

INTERNATIONAL POLICE WEEK,

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 16th day of May, 2023.



Mayor Casey Vaughan
City of Gautier, Mississippi



CITY OF GAUTIER PROCLAMATION

A Proclamation Recognizing International Firefighters' Day

WHEREAS, the City of Gautier is committed to ensuring the safety and security of all those living in and visiting the City; and

WHEREAS, the City of Gautier's firefighters are vital to our public safety network, and they tirelessly to protect lives and property through fire response, medical emergencies, and fire prevention; and

WHEREAS, to keep our community safe, firefighters also offer safety education and prevention strategies to the general public; and

WHEREAS, despite the risks associated with their job, firefighters work around the clock to ensure the safety and wellbeing of Gautier's Citizens; and

NOW THEREFORE, We, Mayor and Council of the City of Gautier, Mississippi, do hereby recognize and proclaim May 4, 2023 as

INTERNATIONAL FIREFIGHTERS' DAY,

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 16th day of May, 2023.



Mayor Casey Vaughan
City of Gautier, Mississippi

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

Council Meeting:
Title:

May 16, 2023
Approval of Supplemental Agreement No. 2 to the Professional Services Agreement with Seymour Engineering for work associated with the Jackson County Animal Shelter water distribution system

Introduced by:
Contact Person/Telephone

Kim Saucier 497-8000 ext. 315

Summary Explanation: Approval of Supplemental Agreement No. 2 to the Professional Services Agreement with Seymour Engineering for work associated with the Jackson County Animal Shelter water distribution system in an amount not to exceed \$38,850.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

Second Made by:

Vaughan ☐ **Colledge** ☐ **George** ☐ **Jackson** ☐ **Gollott** ☐ **Anderson** ☐ **Elbin** ☐

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the Grants and Projects Department requests the City Council approve Supplemental Agreement No. 2 to the Professional Services Agreement with Seymour Engineering for work associated with Jackson County Animal Shelter Water Distribution System; and

WHEREAS, on February 1, 2022, the City entered into an agreement with Seymour Engineering for the design of a water distribution system to service the new Jackson County Animal Shelter; and

WHEREAS, when investigating the existing water flow and pressure being supplied on Highway 90, it was found that an insufficient supply existed and it has been determined that the new system would need to be looped for adequate service; and

WHEREAS, supplemental agreement no. 1 provided for additional surveying, permitting, and engineering services; and

WHEREAS, this agreement would provide the bidding, construction administration, and resident project representative services which were not included in prior agreements; and

WHEREAS, Staff recommends approval of the Supplemental Agreement No. 2 in order for Seymour Engineering to proceed with the additional work; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Supplemental Agreement to the Professional Services Agreement with Seymour Engineering for work associated with the Jackson County Animal Shelter water distribution system in an amount not to exceed \$38,850 is 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 May 16, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kim Saucier, Grants and Projects Director
Date: May 5, 2023
Subject: Supplemental Agreement No. 2 to the Professional Services Agreement with Seymour Engineering for the Jackson County Animal Shelter Water Distribution System Project

REQUEST:

The Grants and Projects Department requests City Council authorization to approve Supplemental Agreement No. 2 to the Professional Services Agreement with Seymour Engineering for work associated with the Jackson County Animal Shelter Water Distribution System, not to exceed \$38,850.

BACKGROUND:

On February 1, 2022, the City and Seymour Engineering entered into an agreement for the design of a water distribution system to service the new Jackson County Animal Shelter. Upon investigation of the existing water flow and pressure being supplied on Highway 90, it was found that an insufficient supply existed. It was determined that the new system would need to be looped for adequate service.

Upon the approval of supplemental agreement number 1 at the council meeting held on October 4, 2022, Council requested that boring be extended underneath Highway 90 to install a 12-inch line for future development.

DISCUSSION:

The original supplemental agreement included additional surveying, permitting, and engineering services, including obtaining the needed utility easement and conducting flow testing. Supplemental Agreement No. 2 would provide the bidding, construction administration, and resident project representative services which were not included in the original nor supplemental agreement No. 1.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve a Supplemental Agreement No. 2 to the Professional Services Agreement with Seymour Engineering for work associated with the Jackson County Animal Shelter Water Distribution System, not to exceed \$38,850.

The City Council may:

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

ATTACHMENT(S):

1. Supplemental Agreement No. 2



925 Tommy Munro Drive, Suite G
Biloxi, Mississippi 39532
Phone: 228-385-2350

Supplemental Agreement #2 City of Gautier/Seymour Engineering, PLLC Water Distribution System-Jackson County Animal Shelter

On February 1, 2022, the City of Gautier, (Client) and Seymour Engineering, PLLC (Consultant) entered into an Agreement for Engineering Services to be provided for Client to design a water distribution system to service the new Jackson County Animal Shelter.

The original Agreement included Topographic Survey, MDOT Permit, and Engineering Design. Supplemental Agreement #2 includes Bidding, Construction Administration, and Resident Project Representative services.

This **AUTHORIZATION TO PROCEED** (Supplemental Agreement) is between the City of Gautier, MS (Client) and Seymour Engineering, PLLC (Consultant) for Engineering Services to be provided by Consultant to Client for providing additional surveying, permitting, and engineering services.

The Consultant shall complete the following Scope of Work as outlined in this Supplemental Agreement. Furthermore, Client shall compensate Consultant as time and work progresses in relations to the specified Lump Sum. Consultant agrees to complete all work as identified within Agreement and shall not expand beyond the approved Scope of Work, unless an amended Agreement has been approved by both the Consultant and Client.

Scope of Work

1. Bidding

Assist Owner in obtaining bids for the construction contract. Review submitted bids and recommend a contractor to perform the project. Consult with the Owner in the execution of Contract Documents.

COST: LUMP SUM \$5,000.00

2. Construction Administration

- i. Review the contractor's shop drawings and materials submittals for conformance with the construction documents.
- ii. Serve as OWNER'S liaison with CONTRACTOR, work principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents.
- iii. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to OWNER.
- iv. Conduct final inspection in the company of OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

COST: LUMP SUM \$10,850.00

3. Resident Project Representative

ENGINEER shall furnish a Resident Project Representative (RPR), in observing performance of the work of Contractor.
(See Exhibit A)

COST: LUMP SUM \$23,000.00

TOTAL COST: LUMP SUM \$38,850.00

By Signing this Authorization or ordering the commencement of Services to be effective _____ you are affirming that you are authorized to bind Client to the Terms and Conditions of this Agreement and have read and accepted the Terms and Conditions, including restrictions and limitations, as set forth in the Agreement and subsequent page of Additional Terms and Conditions.

SEYMOUR ENGINEERING, PLLC

CITY OF GAUTIER

Mark M. Seymour, Jr. P.E. Date
President

Paula Yancey Date
City Manager, City of Gautier

ADDITIONAL TERMS AND CONDITIONS

Change Orders. Client may request changes to scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will submit to Client a Supplement Agreement of the change, addition and or a cost adjustment associated with the proposed request for change of Services for Clients review. Subsequent to Clients review, Client may execute the Supplemental Agreement.

Compensation and Term of Payment. Client shall pay compensation for the Services performed at the fees stated in the approved Scope of Work within this Agreement. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice.

Choice of Law. This Agreement shall be governed by and construed according to Mississippi law.

Subsurface Exploration. Consultant will take reasonable precaution to reduce damage to site when performing services necessary to complete the required scope of work. Client accepts that invasive services may be required to aid in determining the final design and may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

Utilities. Consultant shall utilize a utility locating service for public utilities. Client shall provide and/or arrange for the making of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

Site Access and Safety. Client shall secure all necessary site related approvals and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors. Subcontractors, or other parties present at the site.

Termination. Either party may terminate this Agreement or the Services upon written notice to the other. Consultant shall be paid costs incurred and fees earned to date to the date of termination plus reasonable costs of closing the project.

Insurance. Consultant represents that it now carries, and will continue to carry; Commercial General Liability (\$1,000,000 occ/\$2,000,000 agg); and Professional Liability (\$1,000,000 claim/agg). Client and Consultant shall waive subrogation against the other party on General Liability. Client is additional insured with respect to General Liability.

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

Council Meeting:

May 16, 2023

Title:

Consideration for the Abatement at 1301 Roy's Road, Gautier, MS

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

**Summary Explanation: Consideration for an Abatement at 1301 Roy's Road, Gautier, MS
(Teresa Casey, Jennifer Casey)**

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, after proper notice, on or about May 16, 2023, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 1301 Roy's Road, Gautier, MS; and

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

IT THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the abandoned property located at 1301 Roy's Road, Gautier, MS 39553, by mowing, cleaning, boarding up and securing the property, as recommended by the Planning Department.

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

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 16, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 05/10/2023
Subject: Consider Abatement of 1301 Roy's Road, Gautier, MS (Teresa Casey, Jennifer Casey)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to clean, board up, and secure this property.

BACKGROUND:

There have been five citizen complaints to Code Enforcement about 1301 Roys Road since May 24, 2022. The owner has been deceased four years. The house at this address has been without water and electricity for at least two years. The Water Department has reported occupants stealing water at this address, and the water meter was pulled from the property in 2022 by that department due to the frequent theft. In May, 2022, a chord was being run from a house across the street so the occupants could steal electricity. In July, 2022, an RV was moved behind the house and people were reported living in it and dumping sewage. The Gautier Police Department has suspected drug activity at this property. This property is behind on property taxes. Local investors have paid the property tax the last two years.

DISCUSSION:

The current occupants have no legal claim to the property. Recently, someone pretended to be the previous owner of the property in an attempt to get the water reconnected. The water was turned back on for about a half a month before that person had it disconnected and moved out. At this time, there appears to be no legal owner of the property, and the property appears to be heading towards a tax sale. At least five complaints from residents of the municipality have been made that the building on 1301 Roys Road is unfit for human habitation, use or occupancy, and that the use or occupation of this building by humans should be prohibited and unlawful. A certified Abatement Notice was sent to 1301 Roys Road on April 16, 2023. The abatement hearing sign was posted on May 1, 2023. The daughter of the deceased owner confirmed she received the notice. The occupants have been given the appropriate time to respond to and to attend this hearing so that they may present any objection or defense to the abatement of this property.

RECOMMENDATION:

Staff recommends that the City Council approve this abatement, assess an administrative fee, and have the property cleaned and secured after the statutory 10-day appeal period from the date of Council adjournment.

ATTACHMENTS:

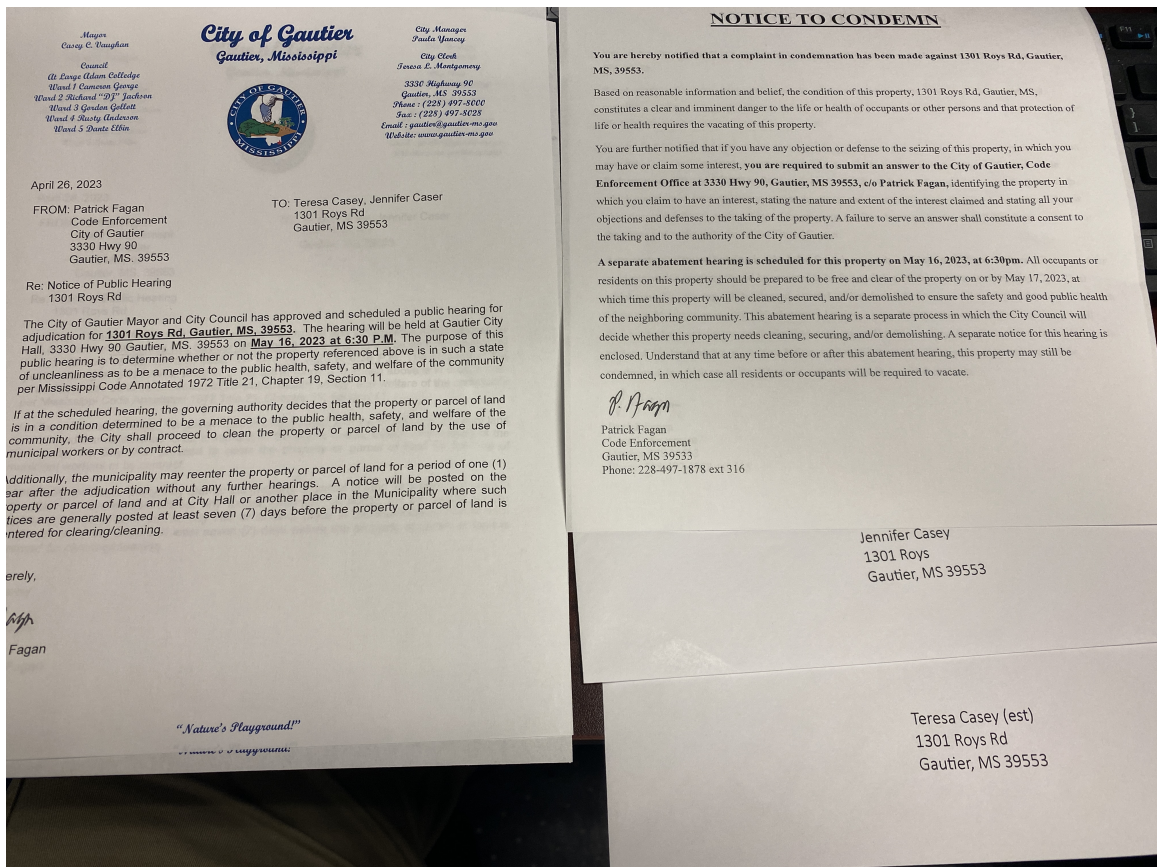
1. Pictures of Property and Postings
2. Code History
3. Abatement Public Notice Posted
4. Abatement Hearing Notification Letter
5. Parcel-Tax Information
6. Memorandum Public Hearing Proposal

PHOTOS OF PROPERTY









CODE CASE DETAILED REPORT CODE-002851-2022 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	05/24/2022
Status:	Resolved	District:		Closed Date:	05/24/2022
Assigned To:	Patrick Fagan	Description:	no power/no water		
		Address:	1301 Roys	Main	

Note	Created By	Date and Time Created
1. pf. spoke with owner/tenant, Jennifer Casey, 228-233-2001. She understands the power chord cannot be run across the road and has to be moved. The neighbor, Tony Turnage, 228-233-2001, says he was just repairing their cabinets for them and using the chord for his power tools. But Jennifer said he was just letting them borrow electricity for one week until her aid request from Civic Action comes in. Jennifer said she was walking out there now to remove the chord. I am sending 1237A Roys Rd a letter telling them that if the chord is seen again, an officer will come back to issue him a summons for Court.	Patrick Fagan	5/24/2022 3:05 pm

CODE CASE DETAILED REPORT CODE-003050-2022 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	07/13/2022
Status:	Resolved	District:		Closed Date:	07/13/2022
Assigned To:	Patrick Fagan	Description:	RV person possibly living in it		

Address:	1301 Roys	Main
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Note	Created By	Date and Time Created
1. PF. Jennifer Casey, 202-222-2004, left her voicemail to call me about RV in her back yard. Report was that they had power and water hooked to it, but the house has no power or water. And I say no connections to RV. RV is parked behind house and it is allowed.	Patrick Fagan	7/13/2022 8:20 am
2. pf. she didn't call me back. I left her a voicemail to make sure she knew she could not have any one living in the rv or have electricity or water connected to it.	Patrick Fagan	7/15/2022 8:55 am

CODE CASE DETAILED REPORT CODE-004587-2023 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	04/24/2023
Status:	Active	District:		Closed Date:	NOT CLOSED
Assigned To:	Patrick Fagan	Description:	condemn request from pd/no power-water		

Address:	1301 Roys	Main
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Note	Created By	Date and Time Created
1. NOTICE TO CONDEMN sent certified	Patrick Fagan	4/26/2023 11:08 am
2. ABATEMENT NOTICE sent certified	Patrick Fagan	4/26/2023 11:08 am
3. paul casey, brother, [REDACTED] someone came to the water department pretending to be paul casey in attempts to get the water turned on.	Patrick Fagan	4/26/2023 2:09 pm

Mayor: Casey Vaughan
At Large: Adam Colledge
Ward 1: Cameron George
Ward 2: Richard Jackson
Ward 3: Gordon Gollott



Ward 4: Rusty Anderson
Ward 5: Dante Elbin
City Manager: Paula Yancey
City Attorney: Josh Danos
City Clerk: Teresa Montgomery

CITY OF GAUTIER

Nature's Playground

PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at **6:30 PM on May 16, 2023**, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community:

1301 Roys Rd

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

Mayor: Casey Vaughan
At Large: Adam Colledge
Ward 1: Cameron George
Ward 2: Richard Jackson
Ward 3: Gordon Gollott



Ward 4: Rusty Anderson
Ward 5: Dante Elbin
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City Attorney: Josh Danos
City Clerk: Teresa Montgomery

CITY OF GAUTIER

Nature's Playground

April 26, 2023

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

TO: Teresa Casey, Jennifer Casey
1301 Roys Rd
Gautier, MS 39553

Re: Notice of Public Hearing
1301 Roys Rd

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **1301 Roys Rd, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **May 16, 2023 at 6:30 P.M.** The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

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

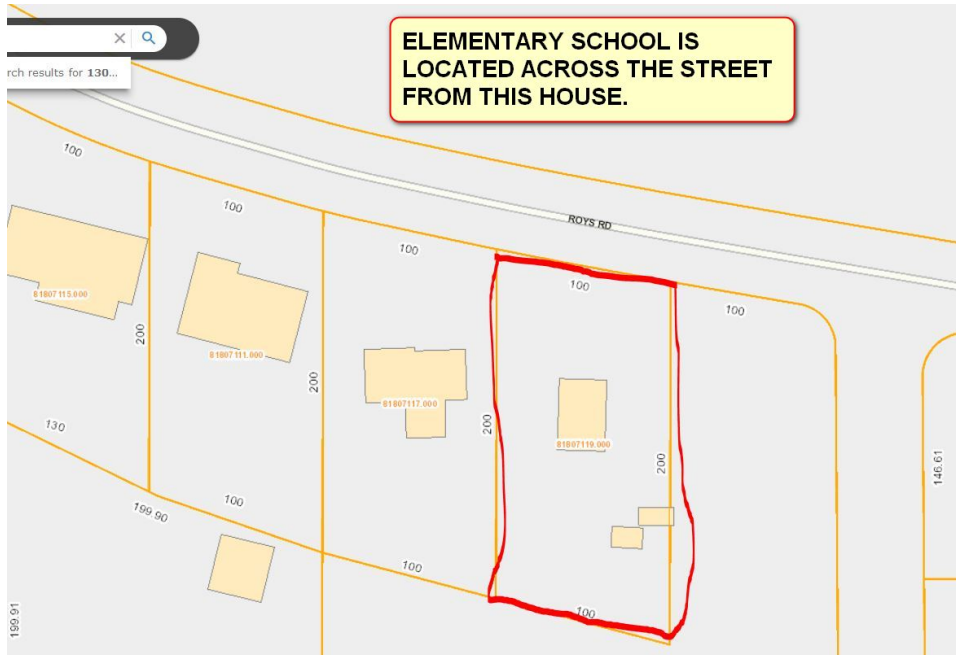
Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice will be posted on the property or parcel of land and at City Hall or another place in the Municipality where such notices are generally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

Sincerely,

Patrick Fagan

1301 ROYS ABATEMENT

POSTINGS & NOTICES



Current Date 4/27/2023

tax year 2022
Records Last Updated 4/27/2023

Records Last Updated 4/24/2024

PROPERTY DETAIL			
OWNER	CASEY TERESA S (EST OF) 1301 ROYS RD		ACRES : .46
	GAUTIER MS 39553		LAND VALUE : 12286
			IMPROVEMENTS : 60520
			TOTAL VALUE: 72806
			ASSESSED : 10921
PARCEL	81807119.000		
ADDRESS	1301 ROYS		
TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	549.98	0.00	558.23
CITY	469.60	0.00	476.64
SCHOOL	550.75	0.00	559.01
TOTAL	1570.33	0.00	1593.88 1.50% Penalty
LAST PAYMENT DATE **NA**			
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL		BEG N 80 DEG W 100' INTER W/M
HOMESTEAD CODE	None	ZO	
TAX DISTRICT	3840	RRA DR & S/M BORRIES RD TO POB	
PPIN	064440	S	
SECTION	07	200' N 80 DEG W 100' N 200' S	
TOWNSHIP	7	8	
RANGE	6	0 DEG E 100' TO POB DB 863-166	
		D	
Book	Page		

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
2021	MS TL LLC	NOT REDEEMED
2020	TLGFY LLC	NOT REDEEMED
2019	MUNICIPAL POINT CAPITAL LP	5/21/2021 JENNIFER CASEY

**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning Director
From: Patrick Fagan, Code Enforcement
Date: April 26, 2023
Subject: Abatement & Condemnation of 1301 Roys Road (clean, board up, secure)

REQUEST:

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to clean, board up, and secure this property.

BACKGROUND:

There have been five citizen complaints to Code Enforcement about 1301 Roys Road since May 24, 2022. The owner has been deceased four years. The house at this address has been without water and electricity for at least two years. The Water Department has reported occupants stealing water at this address, and the water meter was pulled from the property in 2022 by that department due to the frequent theft. In May, 2022, a chord was being run from a house across the street so the occupants could steal electricity. In July, 2022, an RV was moved behind the house and people were reported living in it and dumping sewage. The Gautier Police Department has suspected drug activity at this property. This property is behind on property taxes. Local investors have paid the property tax the last two years.

DISCUSSION:

The current occupants have no legal claim to the property. Recently, someone pretended to be the previous owner of the property in an attempt to get the water reconnected. The water was turned back on for about a half a month before that person had it disconnected and moved out. At this time, there appears to be no legal owner of the property, and the property appears to be heading towards a tax sale. At least five complaints from residents of the municipality have been

made that the building on 1301 Roys Road is unfit for human habitation, use or occupancy, and that the use or occupation of this building by humans should be prohibited and unlawful. A certified Abatement Notice was sent to 1301 Roys Road on April 16, 2023. The abatement hearing sign was posted on May 1, 2023. The daughter of the deceased owner confirmed she received the notice. The occupants have been given the appropriate time to respond to and to attend this hearing so that they may present any objection or defense to the abatement of this property.

RECOMMENDATION:

Staff recommends that the City Council approve this abatement, assess an administrative fee, and have the property cleaned and secured after the statutory 10-day appeal period from the date of Council adjournment.

ATTACHMENTS:

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

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

Council Meeting: May 16, 2023
Title: Consider a request for a variance to front yard setback requirements for an addition in a R-1 Low Density Single-Family Residential Zoning District at 7310 Melody Drive, Gautier, MS (GPC #23-17-VAR)

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

Summary Explanation: Consider a request for an eleven-foot seven inch (11'7") front yard variance for an addition in a R-1 Low Density Single-Family Residential Zoning District, located at 7310 Melody Drive, Gautier, MS (GPC #23-17-VAR) (PID #87116051.000)

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	☐
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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 homeowner of 7310 Melody Drive, (PID #87116051.000) has requested a eleven-foot seven inch (11'7") variance to front-yard setback requirements in an R-1 Low Density Single-Family Residential District; and

WHEREAS, the applicant would like to build an addition to the front of his house that would be thirteen feet five inches (13'5") from the front property line; and

WHEREAS, the applicant is asking for an eleven-foot seven inch (11'7") front yard variance an addition to his house in an R-1 Low Density Single-Family Residential Zoning District. Per the Unified Development Ordinance, the front setback requirement must be twenty-five feet (25'); and

WHEREAS, Planning Commission conducted a public hearing on this request and recommended approval of the request based on the unique characteristics of the existing structure and land conditions;

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 May 16, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 05/10/2023
Subject: Consider a request for a Variance to front yard setback requirements for an addition in a R-1 Low Density Single-Family Residential Zoning District. 7310 Melody Drive, (GPC #23-17-VAR)

REQUEST:

The Planning Department has received a request from Austin Meldren for an eleven-foot seven inch (11'7") front yard variance for an addition in a R-1 Low Density Single-Family Residential Zoning District. 7310 Melody Drive, PID #87116051.000 (GPC #23-17-VAR). The application fee of \$175 was paid on March 29, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build an addition to the front of his house that would begin thirteen feet five inches (13'5") from the front property line. He would need an eleven-foot seven inch (11'7") variance to front setback requirements. Front yard setback requirements are twenty-five feet (25') from the front property line in a R-1 Zoning District.

DISCUSSION:

The applicant is requesting an eleven-foot seven inch (11' 7") front yard variance in a R-1 Zoning District to build an addition to his house. If approved, the front of the house would be thirteen feet five inches (13'5") from the front property line. The front setback requirement in a R-1 Zoning District is twenty-five feet (25').

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said

property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION:

The Planning Commission recommends that the City Council approve the request as presented because it meets all the criteria for approval required by the UDO.

The City Council may:

Approve the variance request as presented;
Approve the variance request with changes; or
Deny the variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 5.4.23 (#23-17-VAR)
2. Complete Packet 23-17-VAR

Excerpt from May 4, 2023, Planning Commission Meeting:

The Planning Department has received a request for an eleven-foot seven inch (11'7") variance to front yard setback requirements for an addition in a R-1 Low Density Single-Family Residential Zoning District at 7310 Melody Drive, (GPC #23-17-VAR).

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

REQUEST:

The Planning Department has received a request from Austin Meldren for an eleven-foot seven inch (11'7") front yard variance for an addition in a R-1 Low Density Single-Family Residential Zoning District. 7310 Melody Drive, PID #87116051.000 (GPC #23-17-VAR). The application fee of \$175 was paid on March 29, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build an addition to the front of his house that would begin thirteen feet five inches (13'5") from the front property line. He would need an eleven-foot seven-inch (11'7") variance to front setback requirements. Front yard setback requirements are twenty-five feet (25') from the front property line in a R-1 Zoning District.

DISCUSSION:

The applicant is requesting an eleven-foot seven inch (11' 7") front yard variance in a R-1 Zoning District to build an addition to his house. If approved, the front of the house would be thirteen feet five inches (13'5") from the front property line. The front setback requirement in a R-1 Zoning District is twenty-five feet (25').

DETERMINATION OF APPLICABLE LAW:

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

- A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not

applicable to other sites (lots or parcels) or structures or buildings in the same district;

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Jamison asked the applicant to present his case.

Austin Meldren, the applicant, stated that when he and his fiancé started planning for a baby, they didn’t realize they had to get permission to build an addition to their house.

Chairman Jamison noted that the addition could be built off the side of the house without a variance.

Mr. Meldren said they preferred the addition on the front so they could keep an eye on the front yard and who comes down the road. If they built onto the back of the house, it would be secluded, and you would have to go through the house to see who was coming in the yard.

Commissioner McManus asked if there was any type of easement on the street.

Mr. Ankerson stated there is only the street right-of-way and there is grass area from the front property line to the street.

Commissioner McManus noted that the addition wouldn’t look so close to the street because of the extra green space.

Commissioner Decoteau said that he had gone and looked at the property and there is a lot of room in the front yard. He also said that with the addition it still fits the neighborhood.

Commissioner Ward stated that it didn't look like his addition would come out much further than the house next door and that house has a fence that comes almost to the road.

Chairman Jamison noted that Melody Drive was a dead-end road and not a high traffic area.

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

ACTION TAKEN:

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

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

AYES: **Chris Hoover**
 Kay C. Jamison
 Ricky Decoteau
 Joshua Ward
 DeAnna McManus

ABSENT: **William Davis**
 Paul Gainer

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

May 4, 2023

GPC #23-17-VAR

7310 Melody Drive

VII. NEW BUSINESS

2. Consider a request for a Variance to front yard setback requirements for an addition in a R-1 Low Density Single Family Residential Zoning District. 7310 Melody Drive, (GPC #23-17-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: April 21, 2023

Subject: Consider a request for a Variance to front yard setback requirements for an addition in a R-1 Low Density Single-Family Residential Zoning District. 7310 Melody Drive, (GPC #23-17-VAR)

REQUEST:

The Planning Department has received a request from Austin Meldren for an eleven-foot seven inch (11'7") front yard variance for an addition in a R-1 Low Density Single-Family Residential Zoning District. 7310 Melody Drive, PID #87116051.000 (GPC #23-17-VAR). The application fee of \$175 was paid on March 29, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant would like to build an addition to the front of his house that would begin thirteen feet five inches (13'5") from the front property line. He would need an eleven-foot seven inch (11'7") variance to front setback requirements. Front yard setback requirements are twenty-five feet (25') from the front property line in a R-1 Zoning District.

DISCUSSION:

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DETERMINATION OF APPLICABLE LAW:

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of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

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UDO SECTION 4.18: Variance

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4.18.1 Who May Initiate

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4.18.2 Application for Variance

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

PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

23-17-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Variance _____

\$176.00

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

Name of Applicant: Austin MeldrenName of Business: _____ Phone: 228-369-2216Property Address: 7310 melody drive Gautier Ms. 39553 Mailing Address (if Different): _____E-Mail Address: ajmeldren@gmail.comReason for request, location and intended use of Property: Would like to add an extra room due to baby on the way in 8 months. Front or Back of house (east or west). To live in.ATTACHMENTS REQUIRED AS APPLICABLE: need 4.5' variance in front

- ☒ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- ☒ 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.
- ☐ 5. Any other information requested by the Planning Director.

Signature of Applicant:  Date of Application: 3-28-23

FOR OFFICE USE ONLY

Date Received 3/29/23 Verify as Complete SAFee Amount Received 176.00 Initials of Employee Receiving Application BA.

VARIANCE

Criteria for Approval

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

One special condition/circumstance I would like to list is that we have a baby on the way and we would like to allocate a room for he or she. Also, on the south end of the property we park vehicles just stating since code recommended I build there.

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

I would say in a way yes, because (we) decided to make a baby & didn't consider not getting approved for the room addition...

3. How will the literal interpretation of the provisions of this Ordinance deprive you of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? Explain.

If the literal interpretation of this ordinance is upheld, I would say my rights of altering my home that I own would be somewhat taken away. Sadly, I am in hopes that I will be granted permission to add a room for the arriving baby.

4. Will the granting of the Variance requested confer upon you any special privilege that is denied by this Ordinance to other similar sites (lots or parcels), structures or buildings in the same district? Explain. I would say no, because the little room addition would still leave a full yard of space not noticable otherwise.

NARRATIVE

My fiancé and I sadly did not consider the circumstance of not being within city code ^{with the addition} when we tried for a baby. We are in high hopes that permission is granted, so that the newly arriving baby has a room. If we have to move to the east side to build we will make that sacrifice if our permission is granted. The addition would be small and still leave extensive yard space. We utilize the south side for vehicle parking, ect. I was informed that neighbor's would be asked about the addition and I just wanted to mention that my neighbor's to the east don't like me, because I asked them with financial help to get their leaning/dead pine tree down. I footed the bill for it to come down, and I am pretty sure they only hate/don't speak to me/acknowledge me because of my race so I'm sure it would be a "No" from them out of pure prejudice spite. The tree was endangering my life & now there is a second dead one as well I'll have to pay for. Please consider their racially biased "No" when considering my permission to build. The neighbor to the north I'm sure will have no problem with it. (Joseph). (I don't ~~know~~ know the biased neighbor's names they won't speak to me). Also I am a working college student with 5 A.S. degrees working toward B.S in engineering. Any lenience would be greatly appreciated.

↑ ROAD ↑

ditch
fence

ditch
fence

ditch
fence

51

Fence

19'6"

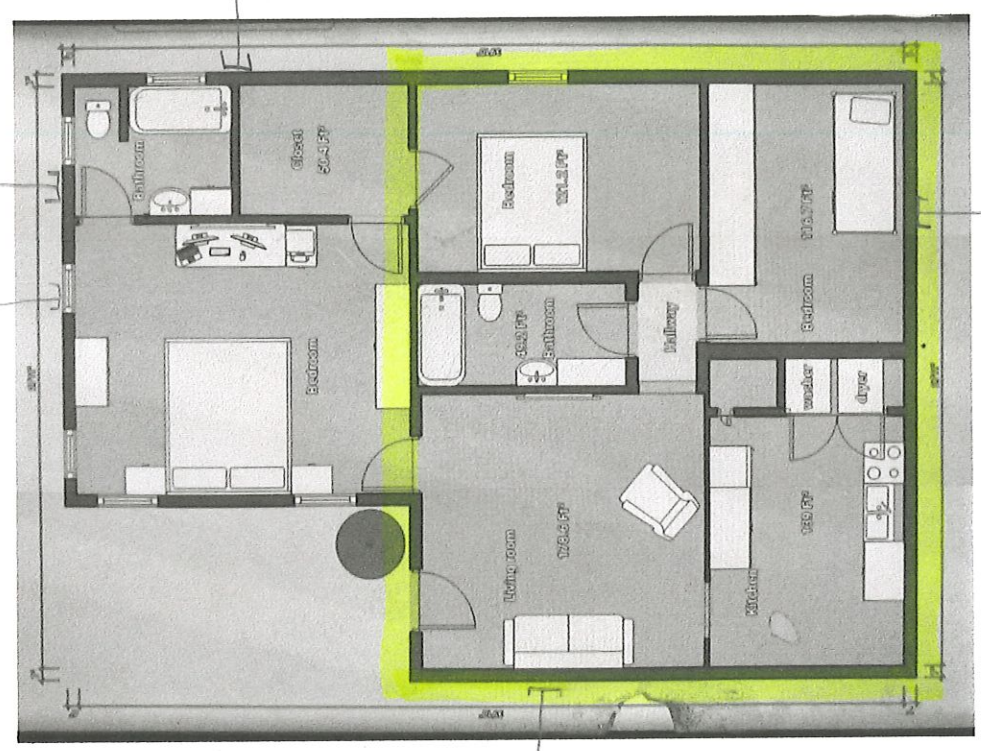
13'5"

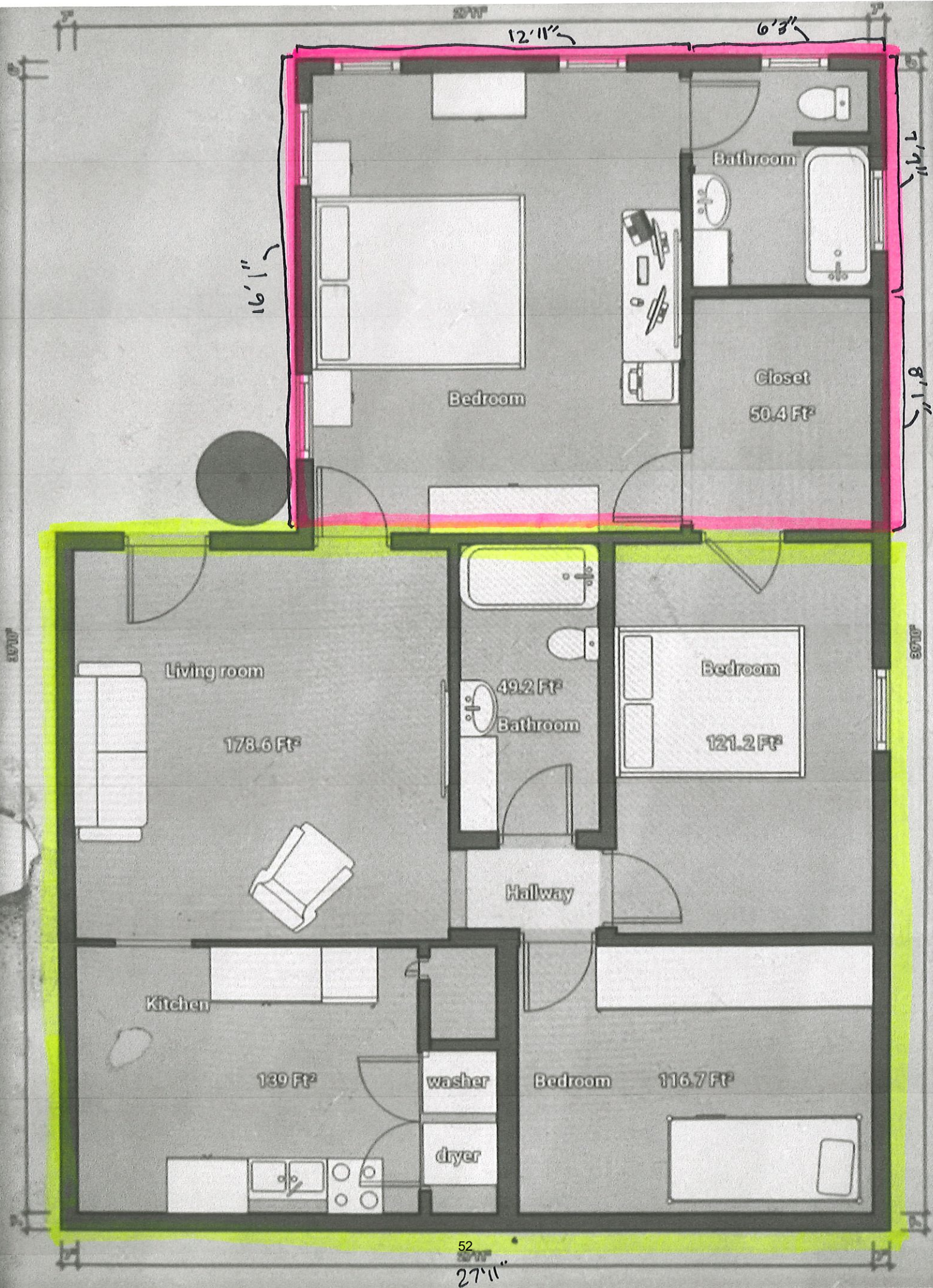
26'5"

5'8"

25'4"

Fence





87116051.000 MELDREN AUSTIN J

PIDN: 87116051.000

GISP: 771.12-04-0178.00M

Owner Information

Percent of Ownership: 100

Name: MELDREN AUSTIN J

Name 2:

Mailing Address: 7310 MELODY DR

GAUTIER MS

39553

Site Address: 7310 MELODY DR GAUTIER

Land Information

Section: 12

Acreage: 0

Township: 7

Range: 7

Street Name MELODY
DR

Value and Tax Information

Total Assessed Value: 2564

Total Appraised Value: 25641

Improvement Value: 19771

Land Value: 5870

Tax Amount: 260

SQ FT: 780

Year Built: 1960

Legal Description

Description: PT LOTS 65 & 66 SINGING RIVER LA
ND S/D DESC AS: COM NW COR LOT 6
5 S 78.04' TO POB S 71.96' E 79'
N 69.13' N 87 DEG W 79.05' TO P
OB DB 1851-681 (178M Map771.12-0
4)

Deed Book / Page: 1851 / 681

87116051.000 MELDREN AUSTIN J



Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

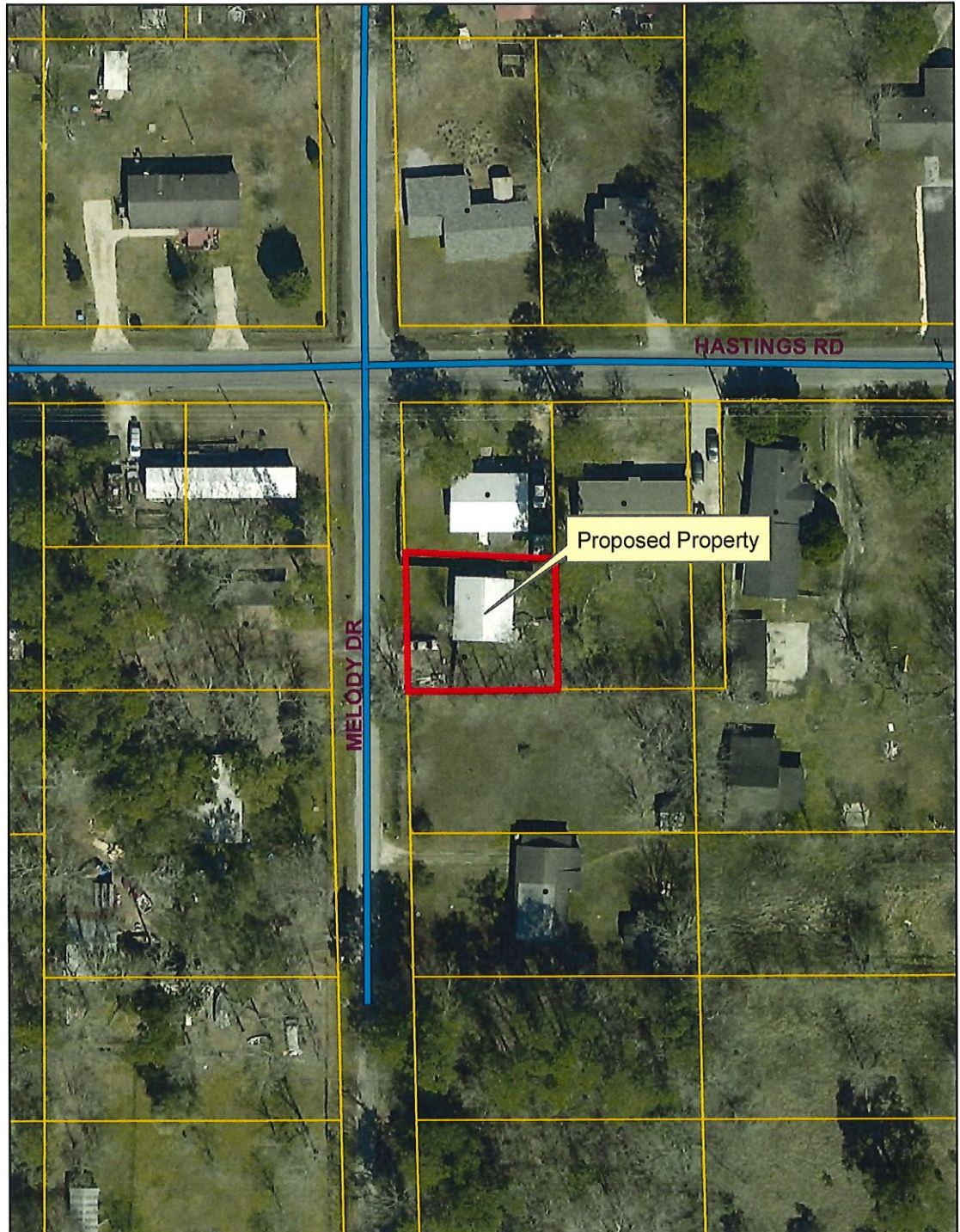


Exhibit B Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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



Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

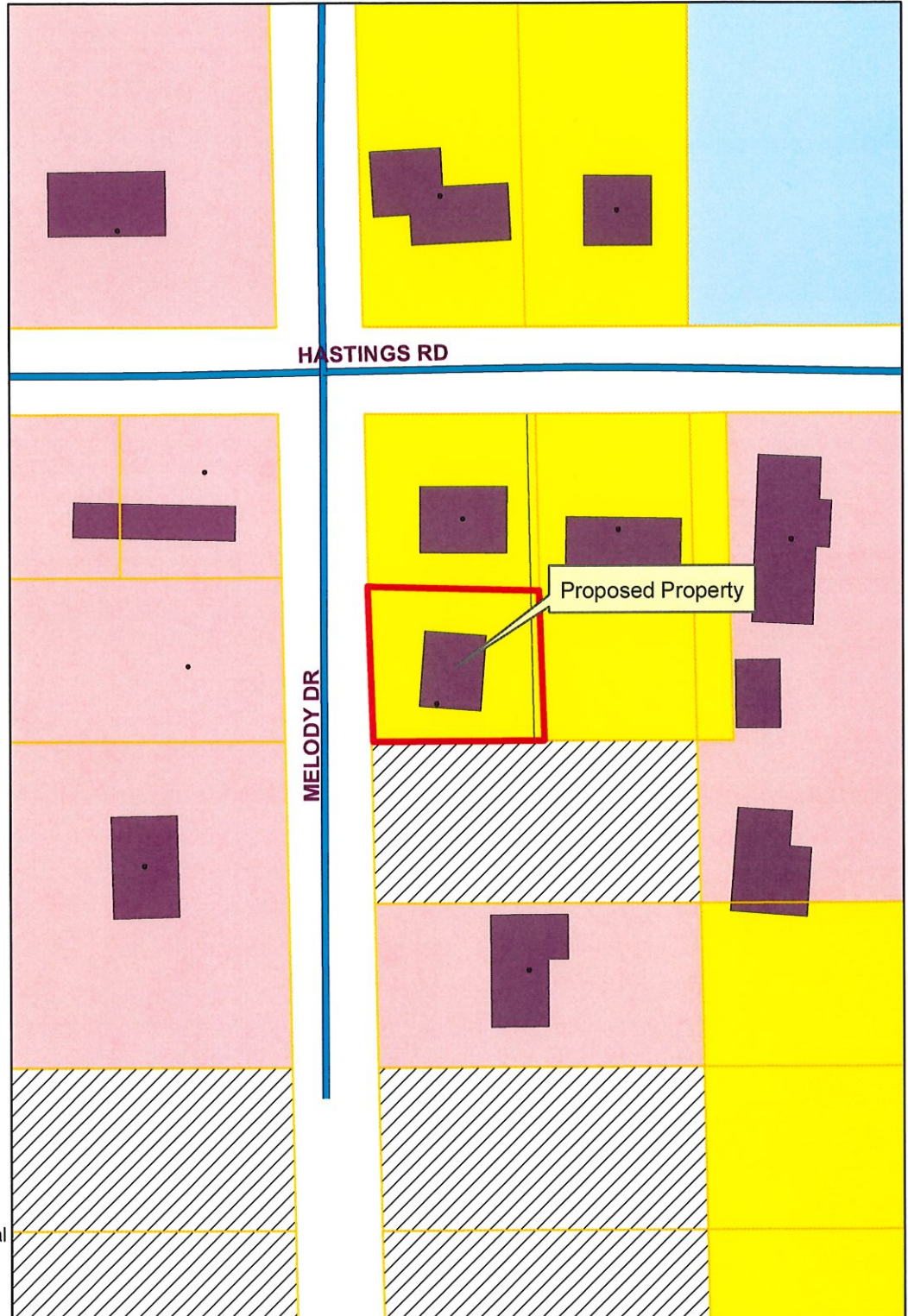


Exhibit D Future Land-Use

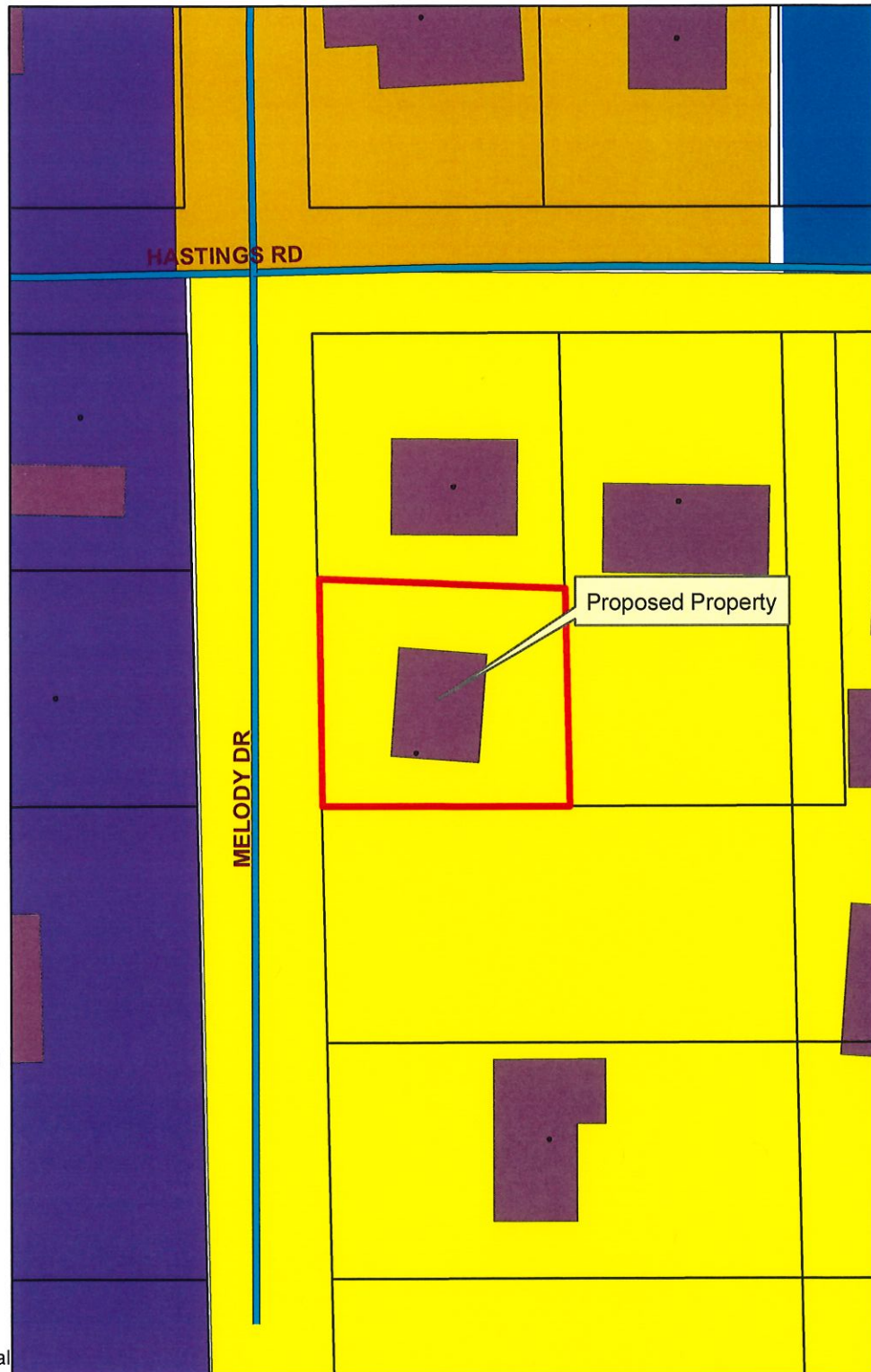
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



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

Council Meeting:
Title:

May 16, 2023
Consideration of a Special Exception that would allow the occupancy of an existing mobile home in a R-1 Low Density Single-Family Residential Zoning District, located at 7212 Home of Grace Road, Gautier, MS (GPC #23-18-SE)

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Special Exception that would allow occupancy of an existing mobile home in a R-1 Low Density Single-Family Residential Zoning District, located at 7212 Home of Grace Road, Gautier, MS (GPC #23-18-SE) (PID #85700292.000)

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	☐
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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

**CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 23-18-SE
7212 Home of Grace Road – SPECIAL EXCEPTION FOR
OCCUPANCY OF AN EXISTING MOBILE HOME
IN A R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL
ZONING DISTRICT
REGARDING PARCEL ID NO: 85700292.000**

WHEREAS, an application for a Special Exception Permit to allow occupancy of an existing mobile home in a R-1 Low Density Single-Family Residential Zoning District was submitted by Amy Clifford; and

WHEREAS, the City Council hereby finds that the proposed use, classified as an existing single-family dwelling, requires a Special Exception Permit in the R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, the parcel subject to this Permit is located on 7212 Home of Grace Road, Gautier, MS; and

WHEREAS, after due public notice, Planning Commission, at its May 4, 2023 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended to approve the permit; and

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

WHEREAS, the City Council hereby finds that the proposed Special Exception (is or is not) consistent with the character of the immediate vicinity of the proposed use; and

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

IT IS THEREFORE ORDERED that the Mayor and City Council (accepts or denies) the recommendation of the Planning Commission and (approves or denies) the application submitted by Amy Clifford on April 13, 2023 for a Special Exception Permit.

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

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

Motion was made by **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 May 16, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 05/10/2023
Subject: Consider a request for a Special Exception that would allow occupancy of an existing mobile home in a R-1 Low Density Single-Family Residential Zoning District, 7212 Home of Grace Road. (GPC #23-18-SE)

REQUEST:

The Planning Department has received a request from Amy Clifford for a Special Exception that would allow occupancy of an existing mobile home in a R-1 Low Density Single-Family Residential Zoning District at 7212 Home of Grace Road, PID #85700292.000. (GPC #23-18-SE). The application fee of \$250 was paid on April 13, 2023. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.
Location: 7212 Home of Grace Road, PID #85700292.000 (See Exhibit A)
General features of the proposed project: Lot Size: Approximately 1 acre
Potable Water and Wastewater Services: Existing at current location
Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
Comprehensive Plan Future Land Use Designation (See Exhibit D): Very Low Density Residential.

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?

Applicant Response: The Unified Development Ordinance should not apply to my family property. There has always been a trailer there and only because of my aunt's death has it been unoccupied. We would like to rent to keep the property from falling in disrepair. Again, my brother lives next door.

Staff Finding: *There are currently other occupied mobile homes within the R-1 district.*

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

Applicant Response: I am sure the purpose of the ordinance is to prevent old run-down trailers from being occupied. The trailer, while not new, is not run down or abandoned.

Staff Finding: *Staff's opinion is that approval of the request will not negatively affect the character of the property.*

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

Applicant Response: The death of my aunt who cared for the property led the family to wait to rent. We were unaware of new zoning.

Staff Finding: *The applicant did not place the mobile home on this lot.*

NOTE: Water has been off since May 2022, Power has been off since December 2021 (there has been illegal power on per SREPA)

DETERMINATION OF APPLICABLE LAW:

The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning

district. "Special Exceptions" are not transferable from one (1) owner of land to another. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO). Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4) Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION:

The Planning Commission recommends that the City Council approve the Special Exception as presented because it meets all the criteria for approval required by the UDO.

The City Council may:

Approve the Special Exception;
Approve the Special Exception with changes; or
Deny the Special Exception.

ATTACHMENTS:

1. Excerpt GPC Meeting 5.4.23 (#23-18-SE)
2. Complete Packet 23-18-SE

Excerpt from May 4, 2023 Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception that would allow occupancy of an existing mobile home in a R-1 Low Density Single-Family Residential Zoning District at 7212 Home of Grace Road, PID #85700292.000. (GPC #23-18-SE).

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

REQUEST:

The Planning Department has received a request from Amy Clifford for a Special Exception that would allow occupancy of an existing mobile home in a R-1 Low Density Single-Family Residential Zoning District at 7212 Home of Grace Road, PID #85700292.000. (GPC #23-18-SE). The application fee of \$250 was paid on April 13, 2023. All public notice requirements have been met.

BACKGROUND:

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

1. Location: 7212 Home of Grace Road, PID #85700292.000 (See Exhibit A)
2. General features of the proposed project:
Lot Size: Approximately 1 acre
3. Potable Water and Wastewater Services: Existing at current location
4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
5. Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
6. Comprehensive Plan Future Land Use Designation (See Exhibit D): Very Low Density Residential.

DISCUSSION:

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

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

Applicant Response: The Unified Development Ordinance should not apply to my family property. There has always been a trailer there and only because of my aunt's death has it been unoccupied. We would like to rent to keep the property from falling in disrepair. Again, my brother lives next door.

Staff Finding: *There are currently other occupied mobile homes within the R-1 district.*

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

Applicant Response: *I am sure the purpose of the ordinance is to prevent old run-down trailers from being occupied. The trailer, while not new, is not run down or abandoned.*

Staff Finding: *Staff's opinion is that approval of the request will not negatively affect the character of the property.*

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

Applicant Response: *The death of my aunt who cared for the property led the family to wait to rent. We were unaware of new zoning.*

Staff Finding: *The applicant did not place the mobile home on this lot.*

NOTE: *Water has been off since May 2022, Power has been off since December 2021 (there has been illegal power on per SREPA)*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.
2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed.

At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.

4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
 - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Amy Clifford, the applicant, was not present at the meeting. She had received a call the day before reminding her about the meeting.

Chairman Jamison asked Mr. Ankerson if the issue was that R-1 doesn't allow mobile homes. She then noted that the whole area is mobile homes.

Mr. Ankerson stated that she was correct. He also stated that he believed the area was part of the comprehensive rezoning that was done when the Comprehensive Plan was put together in 2010. This was some of the areas that had previously been zoned for mobile homes by the county.

Chairman Jamison said she understood that the power had been off more than 180 days, but did Staff know how long it had been.

Babs Logan, Planning Technician, advised that Singing River EPA had said the power had been turned off in December 2021. They also said that when Ms. Clifford recently came to have it turned back on in her name it was discovered there had been illegal usage, apparently by the renter. She also advised that the water had been turned off in May 2022.

Mr. Ankerson stated that the Unified Development Ordinance (UDO) describes this type situation by using occupancy of structure. He said that having power and water is used as a gage to determine if a structure is habitable or occupied. It is a necessity for a structure to have all utilities current for it to be considered habitable. If one utility is not current that situation can be used to describe the structure as being not habitable or occupied. This can be determined by when the power or water was last on or if it is currently on.

Commissioner McManus asked if the applicant was going to rent the mobile home out.

Commissioner Hoover noted that the application stated there was a family ready to rent it.

Commissioner Decoteau stated the outside of the mobile home looked a lot better than some of the others in the area.

Mr. Ankerson stated that he did not know the condition of the inside of the mobile home because a permit for an inspection could not be obtained until the Special Request was heard by the City Council and approved.

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

ACTION TAKEN:

Commissioner McManus made a motion to recommend that the City Council approve the Special Exception as presented because it meets all the criteria for approval required by the UDO.

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

AYES: Kay C. Jamison
Chris Hoover
Ricky Decoteau
DeAnna McManus

OPPOSED: Josh Ward

ABSENT: William Davis
Paul Gainer

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

May 4, 2023

GPC #23-18-SE

Ann Clifford

7212 Home of Grace Road

VII. NEW BUSINESS

3. Consider a request for a Special Exception that would allow occupancy of an existing mobile home in a R-1 Low Density Single-Family Residential District. 7212 Home of Grace Road, (GPC #23-18-SE)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: April 24, 2023

Subject: Consider a request for a Special Exception that would allow occupancy of an existing mobile home in a R-1 Low Density Single-Family Residential Zoning District, 7212 Home of Grace Road. (GPC #23-18-SE)

REQUEST:

The Planning Department has received a request from Amy Clifford for a Special Exception that would allow occupancy of an existing mobile home in a R-1 Low Density Single-Family Residential Zoning District at 7212 Home of Grace Road, PID #85700292.000. (GPC #23-18-SE). The application fee of \$250 was paid on April 13, 2023. All public notice requirements have been met.

BACKGROUND:

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

1. Location: 7212 Home of Grace Road, PID #85700292.000 (See Exhibit A)
2. General features of the proposed project:
Lot Size: Approximately 1 acre
3. Potable Water and Wastewater Services: Existing at current location
4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
5. Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
6. Comprehensive Plan Future Land Use Designation (See Exhibit D): Very Low Density Residential.

DISCUSSION:

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

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

Applicant Response: The Unified Development Ordinance should not apply to my family property. There has always been a trailer there and only because of my aunt's death has it been unoccupied. We would like to rent to keep the property from falling in disrepair. Again, my brother lives next door.

Staff Finding: *There are currently other occupied mobile homes within the R-1 district.*

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

Applicant Response: *I am sure the purpose of the ordinance is to prevent old run-down trailers from being occupied. The trailer, while not new, is not run down or abandoned.*

Staff Finding: *Staff's opinion is that approval of the request will not negatively affect the character of the property.*

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

Applicant Response: *The death of my aunt who cared for the property led the family to wait to rent. We were unaware of new zoning.*

Staff Finding: *The applicant did not place the mobile home on this lot.*

NOTE: *Water has been off since May 2022, Power has been off since December 2021 (there has been illegal power on per SREPA)*

DETERMINATION OF APPLICABLE LAW:

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

The UDO defines **Hardship** as:

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

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

- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

SPECIAL EXCEPTION HEARING APPLICATION

Public Hearing Number

23-18-SE

TYPE OF REQUEST:

Special Exception

FEE:

\$251.00

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

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

Name of Applicant: Amy Clifford

Name of Business: private home

Address: 7212 Hom of Grace Rd

Mailing Address (if different): ii

Email Address: hecliffords3513@gmail.com

Phone: 228-217-3366 Cell Phone: same

Reason for request, location and intended use of Property: Request to turn power back on after 180 days of being off (mobile home)

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: [Signature]

FOR OFFICE USE ONLY

Date Received 4/13/23 Verify as Complete Bf

Fee Amount Received 251.00

Initials of Employee Receiving Application Bals

Date of Application: _____

4/13/23

I, Amy Clifford, the fee simple owner of the following

described property (give legal description):

manufactured home @ 7212 Home of Grace Rd.

 hereby petition to the City of Gautier to Grant a Special Exception of to occupy
7212 Home of Grace Rd and affirm that _____

is hereby designated to act as agent on my behalf to accomplish the above.

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

Amy Clifford
 (Owner's Signature)

 The foregoing instrument was acknowledged before me this 13th day of April, 2023 by Amy Clifford, who is personally known to me or has produced Valid Driver's License as identification and who did take an oath.

Rebecca Campbell
 (Printed Name of Notary Public)

 Commission # 346137. My commission expires 11/14/26.

(Notary's Seal)

Notarized Letter of Consent for Amy Marie Clifford to act as Property Manager

4/2/2023

We the following, Beverley Gayle Stuart, James Kaleb Stuart and Joshua Eli Stuart herby CONSENT that Amy Marie Clifford will act as property manager for the following property:

7212 Home of Grace Road A
Gautier, MS 39533

Beverley Gayle Stuart

Beverley Gayle Stuart

Date 4/26/23

James Kaleb Stuart

James K. Stuart

Date 4/26/23

Joshua Eli Stuart

Joshua Eli Stuart

Date 4/26/23

Given Under My Hand and Seal



day of April 2023 A.D.

Rebecca Campbell
Notary Public

SPECIAL EXCEPTION

Criteria for Approval Special Exception

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

[A.] The unified development Ordinance should not apply to my family property. There has always been a trailer there and only because of my Aunt's death has it been unoccupied. We would like to rent to keep the property from falling in disrepair. Again, my brother lives next door.

[B.] I assume the purpose of the ordinance is to prevent old run-down trailers from being occupied. This trailer, while not new, is not run-down or abandoned.

[C.] The death of my Aunt who cared for the property led the family to wait to rent. We were unaware of zoning laws.

My family has owned the property at 7212 A, Home of Grace Rd since 1967. For most of this time was occupied by my grandparents who have both passed. Both properties A & B were left to my Father, James D. Stuart Jr who passed in 2009. He left the property to myself, Amy Clifford, and my two brothers, and my step Mother. (See copies of estate from his Will). I still have a brother living at B in a house. We have been paying taxes on the place for literally over 50 years.

My Aunt, Deborah Stuart, managed the property from 2016-2021 and is kept within code and the property mowed. The two properties we own are roughly 4 acres. She rented the mobile home out in Fall of 2021 to tenants who were a nightmare. They did not pay rent. They caught the kitchen cabinets on fire, and my Aunt was in the process of evicting them when she suddenly passed away of Sepsis in November of 2021.

It took about 5 more months for these people to leave. Apparently, the man went to jail. I had checked on the property twice after 2022 and we had the damage repaired. I did notice the electricity was on, but assumed my step Mother was paying it next door.

We have a new family ready to rent at the beginning of April and we called Singing River Electric to have the power switched to their name. Singing River could not find a record of the account, and after speaking several times to Nancy we realized the previous tenants had hooked up the electricity illegally in Dec 2021, several weeks after my aunt, their landlord, passed away. No one knew this until a few weeks ago. Singing River disconnected in the beginning of April 2023 at our request.

Singing River said they cannot turn the power back on until it had been inspected by City Planning since the meter was tampered with. When I requested inspection, I was informed because the house had not legally had power on and it had been 180 days since it had been occupied, I needed to ask for a special exception.

The mobile home is in good repair and meets all codes listed on the application to inspect. Please grant us a Special Exception so we may rent the property. Thank You, Amy (Stuart) Clifford



IN THE CHANCERY COURT OF JACKSON COUNTY, MISSISSIPPI
ESTATE OF JAMES D. STUART, JR., DECEASED
BEVERLY GAYLE STUART, PETITIONER CAUSE NO. 2009-0583 JB

**DECREE APPROVING FIRST AND FINAL
ACCOUNTING, FINAL DISTRIBUTION AND CLOSING
ESTATE OF JAMES D. STUART, JR.**

FILED

NOV 19 2018

JOSH ELDRIDGE, CLERK
By *Angie Miller*

THIS MATTER having come on to be heard on the Petition of
Beverly Gayle Stuart, widow and duly appointed Administratrix of the
Estate of James D. Stuart, Jr., deceased, to Approve First and Final
Accounting, for Distribution and to Close Estate and all interested parties
having waived process and entered their appearances herein as shown by
their individual Waivers of Service of Process and Joinders filed in the Court
file herein, and the Court having considered the Petition and evidence before
it does hereby find, adjudicate and determine as follows:

I.

This Court has jurisdiction of the parties and of the subject matter
herein.

II.

James D. Stuart, Jr. departed this life intestate on January 13, 2009 in
Gautier, Jackson County, Mississippi, where he was an adult resident citizen
who resided at 7212 Home of Grace Drive, Gautier, Mississippi. At the

RECEIVED

NOV 19 2018

time of his death he left an estate consisting of his home and real property, various items of personal property situated in Gautier, Jackson County, Mississippi. The decedent was married to Beverly Gayle Stuart at the time of his death.

III.

By Decree of this Court entered March 23, 2009, the estate of the decedent was opened and that Beverly Gayle Stuart, the decedent's widow, was appointed Administratrix of the Estate of James D. Stuart, Jr., deceased. Letters of Administration were issued to Beverly Gayle Stuart by the Clerk of this Court on March 23, 2009.

IV.

By Decree entered May 13, 2009, after proper process as directed by the Court, the Court's Administratrix and decedent's widow, Beverly Gayle Stuart, the decedent's three (3) children, James Kaleb Stuart, adult son, Joshua Eli Stuart, minor son, and Amy Marie Stuart Clifford, adult daughter, were adjudicated to be the sole and only heirs at law of the decedent.

V.

In accordance with and as required by law, the Administratrix filed her Affidavit of Creditors and Notice To Creditors was published in The Mississippi Press on March 27th, April 3rd and April 10th of 2009. That the

time within any such claim might be probated against the estate of the decedent has expired and that pursuant to Order Authorizing Payment of Probated Claims of this Court entered April 23, 2010, the Administratrix paid the only probated claims registered against the estate of the decedent, namely, the claim of Holder-Wells Funeral Home in the sum and amount of \$7,854.14; the claim of Bank of America in the sum and amount of \$6,739.80; and the claim of Dell Financial Services in the sum and amount of \$2,026.43. This estate is not subject to federal or state estate taxes and therefore no estate returns are due to either the State Tax Commission or the Internal Revenue Service.

VI.

The Administratrix opened an estate account on or about April 28, 2009 to handle any and all expenses associated with the administration of the decedent's estate, namely, Hancock Bank checking account number 43970531. That the decedent had no solely owned funds at the time of his death and that the initial deposit into said account, \$12,197.71 on April 27, 2009 was made from the Administratrix's solely owned funds. That the only other deposit into said account other than IOD interest, \$4,500.00 made on March 31, 2010, was also made by the Administratrix using her solely owned funds and was made to cover the payment of probated claims against

the estate. That since the date the account was opened, the Administratrix has paid the probated claims of the decedent's estate and several miscellaneous expenses and that full and complete accounting of every transaction regarding said account from April 28, 2009 through December 14, 2014, the date the account was closed was set out in the Petition as follows:

INITIAL DEPOSIT (APRIL 27, 2009)	\$	12,197.68
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DEPOSITS

ADMINISTRATRIX DEPOSIT TO COVER PROBATED CLAIMS (03/31/10)	\$	4,500.00
---	----	----------

IOD INTEREST FROM OPENING 04/27/09 TO CLOSE OF ACCOUNT 12/04/14	\$	6.88
--	----	------

TOTAL DEPOSITS INTO ESTATE ACCOUNT	\$	16,704.56
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DEBITS

(FROM ACCOUNT 04/27/09 THROUGH 12/04/14)

PAYMENT OF PROBATED CLAIM OF DCM SERVICES (04/26/10)	\$	1,722.47
---	----	----------

PAYMENT OF PROBATED CLAIM OF HOLDER WELLS FUNERAL HOME (04/26/10)	\$	7,854.14
--	----	----------

PAYMENT OF PROBATED CLAIM OF BANK OF AMERICA (04/26/10)	\$	6,739.80
--	----	----------

FORCE PAID CHECK (07/31/14)	\$	100.00
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MISC. PAYMENT (08/19/14)	\$	100.00
MISC. PAYMENT (08/25/14)	\$	150.00
SERVICES CHARGES (08/06/14 THROUGH 12/04/14)	\$	38.15
TOTAL DEBITS (04/27/09 THROUGH 12/04/14)	\$	16,704.56

That attached to the Petition as composite Exhibit "1" were account statements for Hancock Bank checking account number 43970531 for the period from April 27, 2009 through December 4, 2014 and that such statements accurately reflect each of the transactions set forth in the Petition and that the balance in said account as of December 4, 2014, the date it was closed was \$0.00. The actions of the Administratrix regarding this account as shown in the Petition have been for the benefit and preservation and management of the estate of the decedent and of the decedent's heirs and should be approved, ratified and confirmed by this Court, along with the accounting of the same as provided herein and in the Petition.

VII.

The Petition shows that the only asset of the decedent's estate left to be distributed is his real property, the same being identified as 7212 Home of Grace Drive, Gautier, Jackson County, Mississippi and being more particularly described as follows:

A tract of land being part of Lot 8, James Martin Estate, Jackson County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at the Northwest Corner of Lot 8 of the Division of Lands of James Martin Estate; thence North 64 feet thence East to and along the South margin of Hastings Road a distance of 859.54 feet to the East margin of a public road; thence South along said East margin of public road a distance of 834.84 feet to a POINT OF BEGINNING. Thence South along said East margin of public road 148.46 feet, more or less, to the North line of the property of Home of Grace; thence East along said North line of the property of Home of Grace 208.71 feet; thence North 148.46 feet more or less to the Southeast corner of the property of James Stuart; thence West along the South line of James Stuart property 208.71 feet to the Point of Beginning. Containing 0.71 acres, more or less.

Being the same property as conveyed in Deed Book 1143, Page 484, Land Deed Records of Jackson County, Mississippi.

The Administratrix, Beverly Gayle Stuart, sons, James Kaleb Stuart and Joshua Eli Stuart and Amy Marie Stuart Clifford, are the sole and only heirs of James D. Stuart, Jr., and should be adjudicated to be the sole owners in fee simple of said property and that the Court's Administratrix, Beverly Gayle Stuart, should be authorized to convey title by Administratrix's Deed to the said heirs at law of the decedent, as tenants in common.

VIII.

The Administratrix has now done everything required of her by law in the administration of the decedent's estate and that all of her actions, as well as the final accounting provided in the Petition, should be confirmed, approved and ratified. Further, that Beverly Gayle Stuart, James Kaleb Stuart, Joshua Eli Stuart and Amy Marie Stuart Clifford, should be

adjudicated to be the owners in fee simple of the decedent's home and real property as hereinbefore described subject to the Administratrix's homestead interest.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the first and final accounting in this matter is hereby approved, ratified and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all of the actions of the Administratrix, Beverly Gayle Stuart, in the administration and distribution of the estate of the decedent, James D. Stuart, Jr. are hereby approved, ratified and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Beverly Gayle Stuart, James Kaleb Stuart, Joshua Eli Stuart and Amy Marie Stuart Clifford, the sole and only heirs at law and legatees of James D. Stuart, Jr., are hereby placed in possession of and adjudicated to be owner of all of the personal property of the deceased and that the distribution of said personal property by the Administratrix to the decedent's heirs at law are hereby approved, ratified and confirmed.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Administratrix, Beverly Gayle Stuart, shall be and is hereby granted the authority to convey by Administratrix's Deed the real property of the

decedent as hereinbefore described to the heirs at law of the decedent, namely, Beverly Gayle Stuart, James Kaleb Stuart, Joshua Eli Stuart and Amy Marie Stuart Clifford, as tenants in common.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this matter shall be and is hereby finally closed and that upon execution of the Administratrix's Deed as herein provided, the Administratrix, Beverly Gayle Stuart, shall be and is hereby fully and finally released and discharged as Administratrix in this matter.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Jack C. Pickett, attorney for the Administratrix shall be and is hereby released and discharged from any further representation of the Administratrix in this matter upon preparing and filing the Administratrix's Deed herein as herein provided for.

SO ORDERED, ADJUDGED AND DECREED this the 15th day of November, 2018.


CHANCELLOR

PREPARED BY:
JACK C. PICKETT
P. O. DRAWER 1268
3108 CANTY STREET
PASCAGOULA, MS 39568-1268
(228) 762-3168
MSB NO. 4315

85700292.000 STUART JAMES DAVIS JR (EST OF)

PIDN: 85700292.000

GISP: 771.12-03-0088.00

Owner Information

Percent of Ownership: 100

Name: STUART JAMES DAVIS JR (EST OF)

Name 2:

Mailing Address: 8604 SUNDANCE DR

GAUTIER MS

39553

Site Address: 7212 HOME OF GRACE RD GAUTIER

Land Information

Section: 12

Acreage: 1

Township: 7

Range: 7

Street Name HOME OF GRACE
RD

Value and Tax Information

Total Assessed Value: 2058

Total Appraised Value: 13721

Improvement Value: 2641

Land Value: 11080

Tax Amount: 295

SQ FT: 1216

Year Built: 1998

Legal Description

Description: COM NWC LOT 8 JAMES MARTIN EST N

64' TO S/M HASTINGS RD E ALG RD

859.54' S 626.13' FOR POB S 208

.71' E 208.71' N 208.71' W 208.7

1' TO POB PT LOT 8 JAMES DB 731-

370 DB 1472-367 DB 1480-314 DB 1

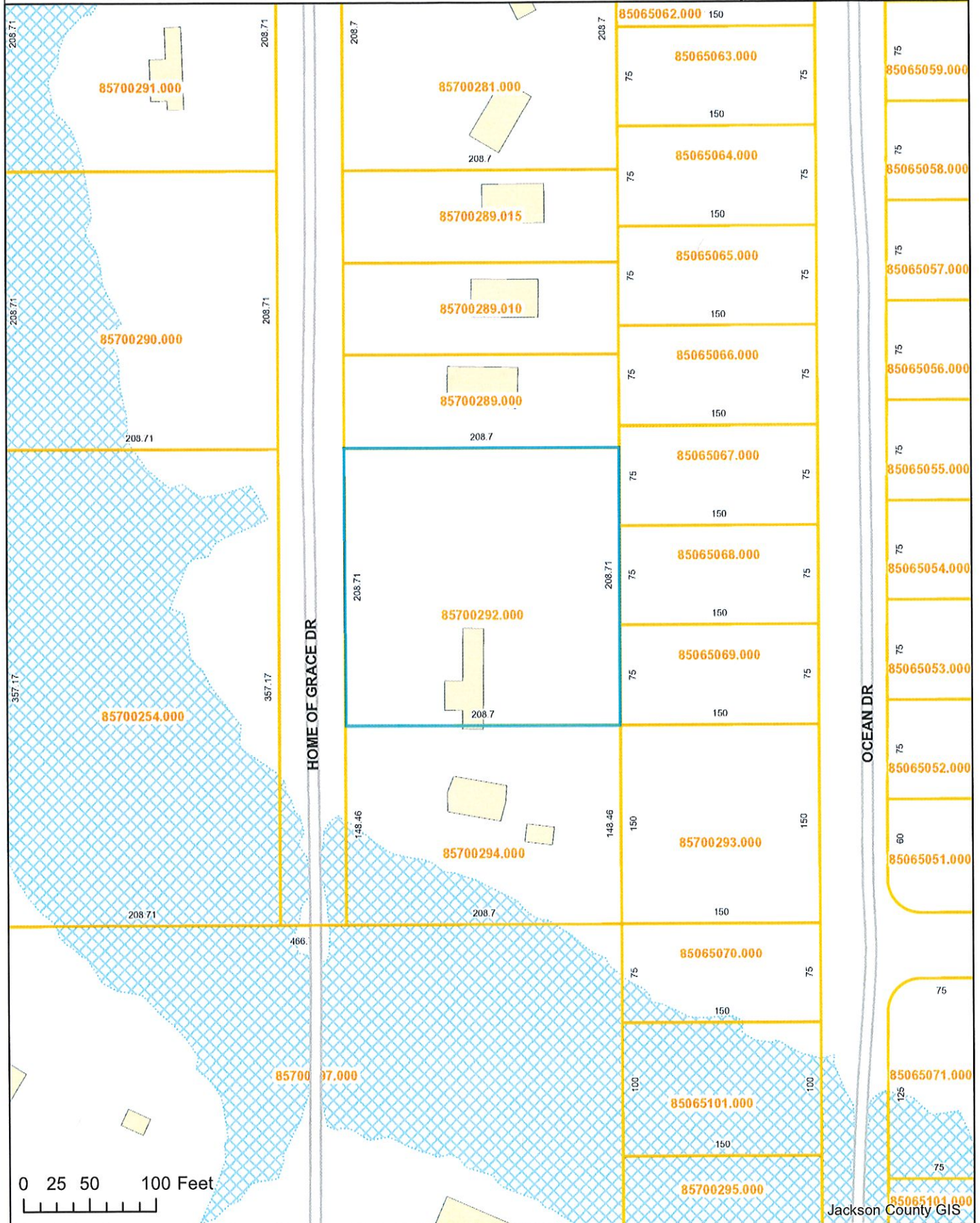
547-427 DB 1547-429 (88 MAP771.1

2-03) TRL#2006691 '98 16X80 SUNS

HINE

Deed Book / Page: 1547 / 429

85700292.000 STUART JAMES DAVIS JR (EST OF)



0 25 50 100 Feet

Jackson County GIS

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

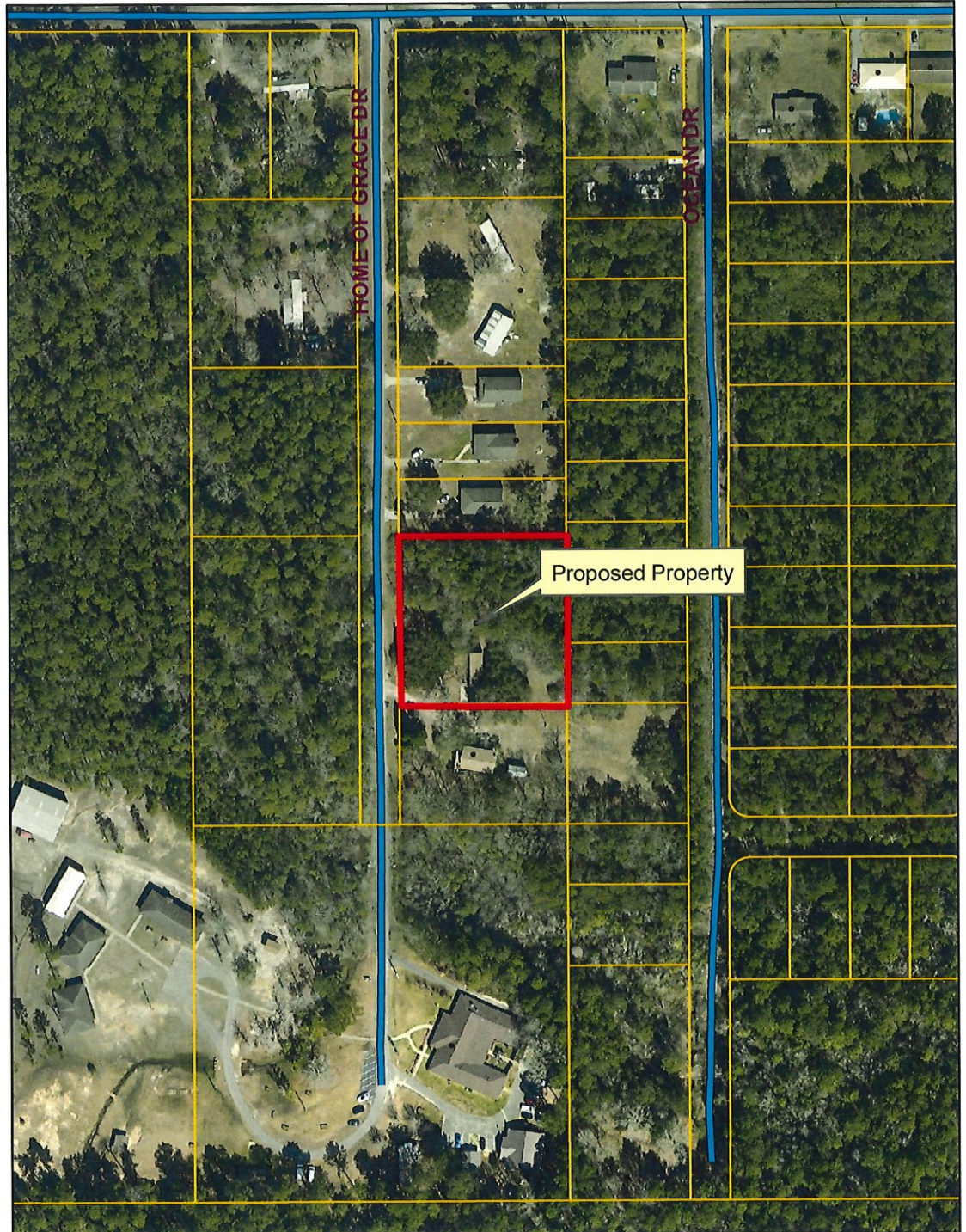


Exhibit B Existing Zoning

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

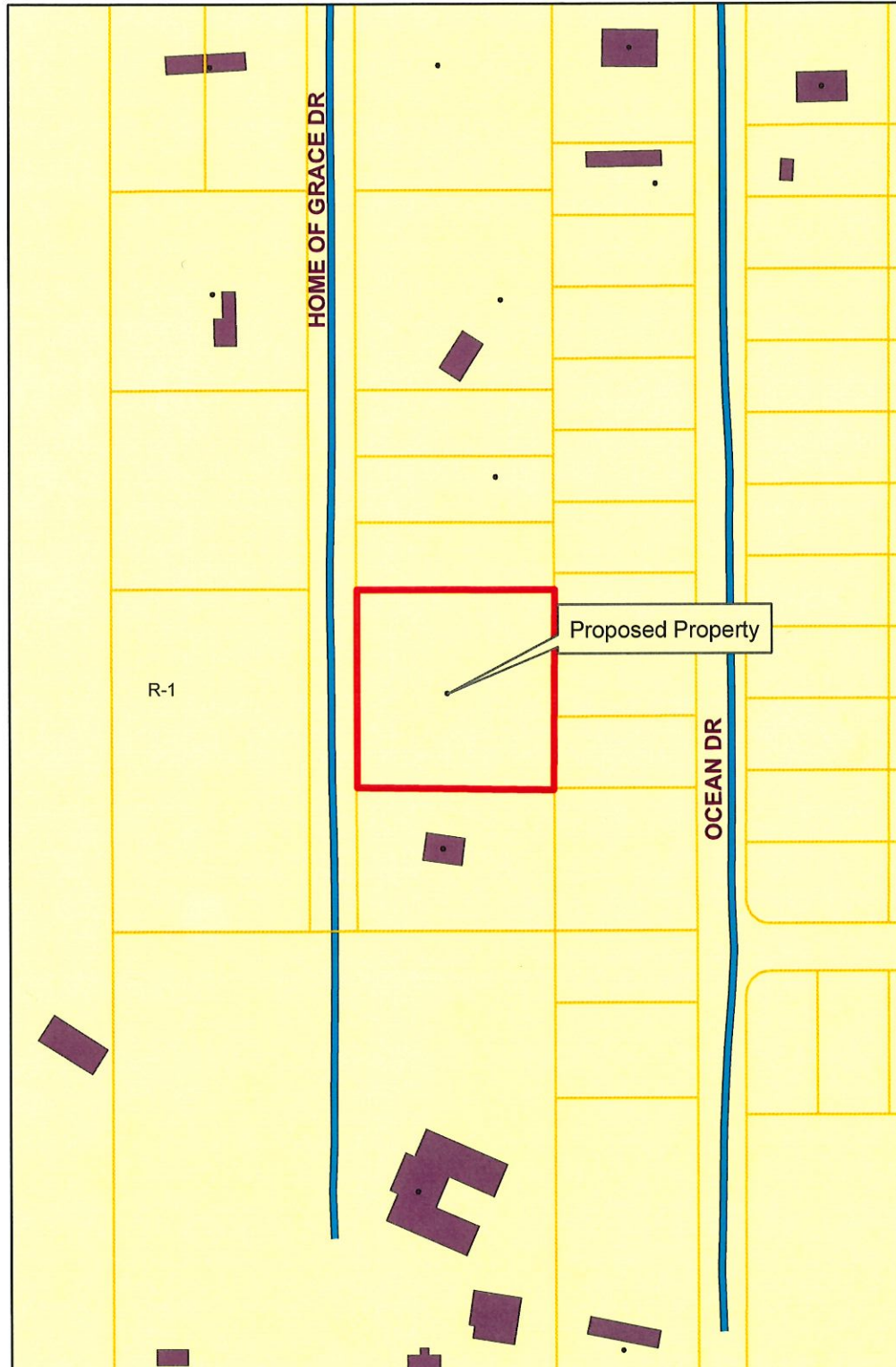


Exhibit C

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

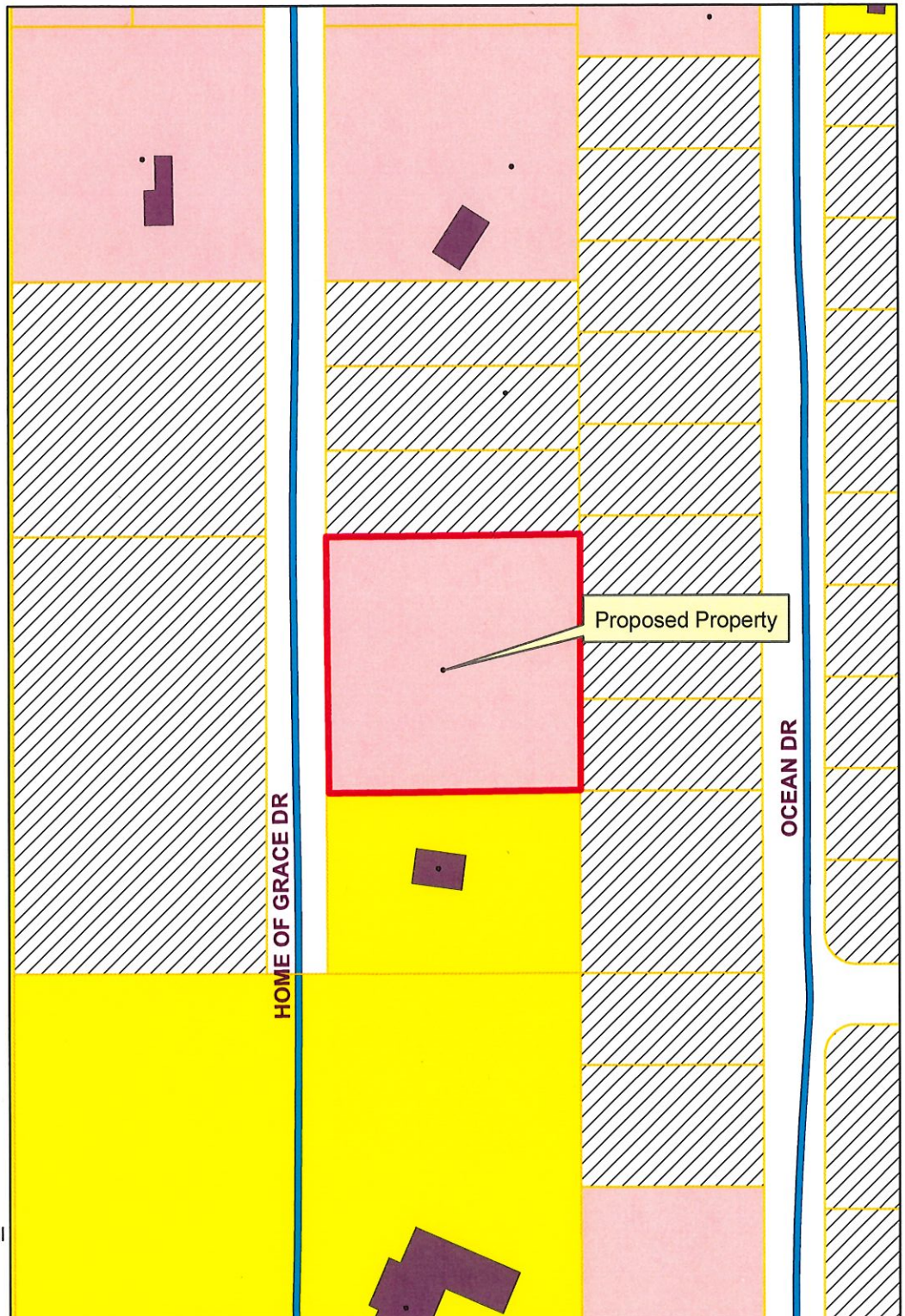


Exhibit D Future Land-Use

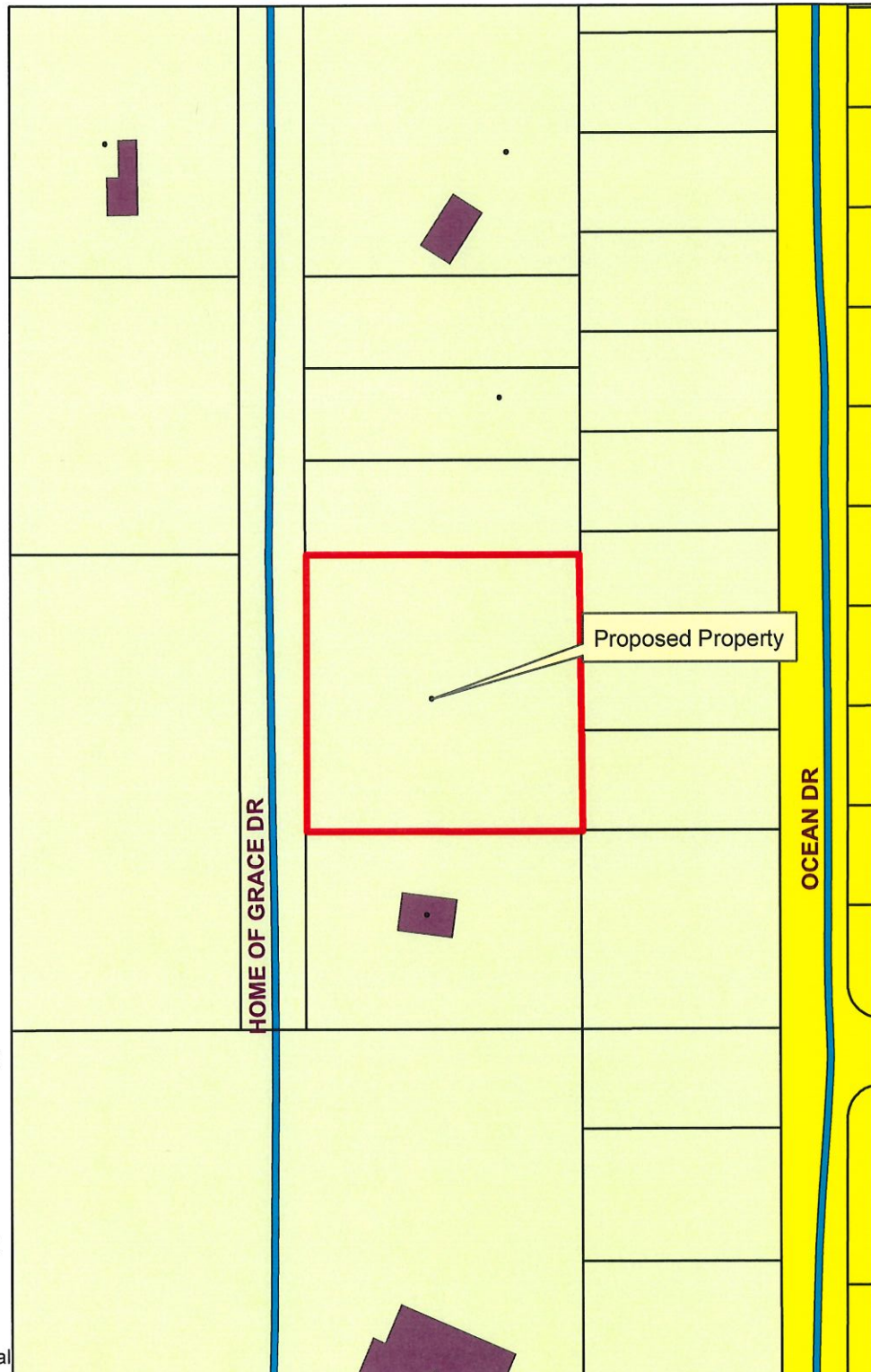
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



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

Council Meeting: May 16, 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 May 16, 2023.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	HANCOCK WHITNEY BANK	232256	05/16/2023	04/25/2023			10,497.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-808	LEASE 076712 IBM POWER SERVER		06042023	05/11/2023			10,497.66
001	SPARKLIGHT	232362	05/16/2023	05/01/2023			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	MAY 2023:GARAGE 13479919		04202023	04/20/2023			127.95
001	SINGING RIVER ELECTRIC COOPERATIVE	232364	05/16/2023	05/01/2023			9,886.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING 10054		04182023	04/25/2023			6,995.97
	001-201-629	SIGNAL LIGHTS 10054		04182023	04/25/2023			755.07
	001-092-631	CITY HALL 10054		04182023	04/25/2023			940.89
	001-170-631	SRM VENUE 10054		04182023	04/25/2023			30.00
	001-170-631	FRAZIER PARK 10054		04182023	04/25/2023			61.56
	001-170-631	SENIOR BLDG 10054		04182023	04/25/2023			239.66
	001-170-631	CITY PARK 10054		04182023	04/25/2023			160.42
	001-161-631	CENTRAL FD 10054		04182023	04/25/2023			362.35
	001-092-631	PUBLIC WORKS 10054		04182023	04/25/2023			298.88
	001-092-631	HWY 90 SIGN 10054		04182023	04/25/2023			41.77
001	RJ YOUNG COMPANY LLC	232366	05/16/2023	05/01/2023			204.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV6293246	04/21/2023			196.74
	001-100-699	ADMIN FEE		INV6293246	04/21/2023			8.00
001	SINGING RIVER ELECTRIC COOPERATIVE	232367	05/16/2023	05/01/2023			2,403.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		04182023	04/25/2023			1,537.68
	001-201-629	SIGNAL LIGHTS 89113001		04182023	04/25/2023			66.55
	001-170-631	CITY PARK RESTRMS 89912001		04182023	04/25/2023			450.66
	001-201-633	STREET LIGHTS 90345002		04182023	04/25/2023			182.27
	001-092-631	RECORDS BLDG 90790001		04182023	04/25/2023			119.47
	001-170-631	FRAIZER RESTRMS 98546001		04182023	04/25/2023			46.66
001	SINGING RIVER ELECTRIC COOPERATIVE	232368	05/16/2023	05/01/2023			123.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		04182023	04/25/2023			90.27
	001-170-631	FITNESS TRAIL 109268001		04182023	04/25/2023			32.91
001	SINGING RIVER ELECTRIC COOPERATIVE	232369	05/16/2023	05/01/2023			907.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		04182023	04/25/2023			87.49
	001-201-633	DOLPHIN ST 94988002		04182023	04/25/2023			63.53
	001-201-633	DOLPHIN ST 94989002		04182023	04/25/2023			77.08
	001-201-633	DOLPHIN ST 94990002		04182023	04/25/2023			626.02
	001-201-633	WM PAYNE 100244006		04182023	04/25/2023			53.70

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	232370	05/16/2023	05/01/2023			330.39	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		04192023	04/26/2023			210.29
	001-170-631	BACOT SPLASHPAD 103751001		04192023	04/26/2023			31.25
	001-170-631	BACOT UPGRADES 113730001		04192023	04/26/2023			50.52
	001-170-631	BACOT 114484001		04192023	04/26/2023			38.33
001	BORDIS & DANOS PLLC	232375	05/16/2023	05/02/2023			11,783.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	MAY 2023 RETAINER		118	05/01/2023			11,250.00
	001-060-602	TITLE CERT: SCHROEDER		118	05/01/2023			150.00
	001-060-602	TITLE CERT: ROGERS/BORRIES		118	05/01/2023			150.00
	001-060-602	TITLE SEARCH (2)		118	05/01/0202			233.50
001	RELX INC DBA LEXISNEXIS	232376	05/16/2023	05/02/2023			127.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	APR 2023 4254VNBSY		3094474783	04/30/2023			127.30
001	MS DEPT OF FINANCE & ADMIN	232378	05/16/2023	05/02/2023			26,808.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	APR 2023 COURT ASSESSMENTS		04302023	05/02/2023			26,808.25
001	MS DEPT OF PUBLIC SAFETY	232379	05/16/2023	05/02/2023			1,839.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	APR 2023 SPECIAL ASSESSMENTS		04302023	05/02/2023			1,839.00
001	MS DEPT OF PUBLIC SAFETY	232380	05/16/2023	05/02/2023			209.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	APR 2023 INTERLOCK FEES		04302023	05/02/2023			209.00
001	VICTIMS OF HUMAN TRAFFICKING FUND	232381	05/16/2023	05/02/2023			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	APR 2023 STATE ASSESSMENT		04302023	05/02/2023			50.00
001	DELTA COMPUTER SYSTEMS INC	232382	05/16/2023	05/02/2023			625.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	MAY 2023 ACCT SOFTWARE MAINT		DHLMN09371	05/01/2023			430.00
	001-092-606	MAY 2023 PRIV LIC SW MAINT		DHLMN09372	05/01/2023			175.00
	001-092-606	MAY 2023 VOTER REG SW MAINT		HRMN011291	05/01/2023			20.00
001	SINGING RIVER ELECTRIC COOPERATIVE	232393	05/16/2023	05/03/2023			498.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	ROUNDAABOUT 102311004		04182023	04/25/2023			30.00
	001-201-633	WM PAYNE 100245001		04182023	04/25/2023			64.99
	001-170-631	BACOT LIGHTS 10137		04192023	04/26/2023			272.29
	001-201-629	SIGNAL LIGHTS 10138		04192023	04/26/2023			131.66

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001	C SPIRE WIRELESS	232395	05/16/2023	05/03/2023			265.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIP CHGS 3000652433		652433-23	05/01/2023			265.95
001	ACE DATA STORAGE INC	232396	05/16/2023	05/03/2023			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	APR 2023 SHREDDING SERVICE		0091256	05/01/2023			105.00
001	C SPIRE WIRELESS	232397	05/16/2023	05/03/2023			956.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	04/11/2023			476.20
	001-100-699	DATA CARDS (14)		0032680896	04/11/2023			480.62
001	FUELMAN	232398	05/16/2023	05/03/2023			3,687.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP64262029	05/01/2023			2,572.84
	001-161-525	UNL&DSL FUEL		NP64262029	05/01/2023			692.56
	001-170-525	UNL FUEL		NP64262029	05/01/2023			337.93
	001-205-525	UNL FUEL		NP64262029	05/01/2023			84.56
001	46 ENTERTAINMENT INC	232410	05/16/2023	05/05/2023			6,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	CONSULTANT SERVICES		1737	05/05/2023			6,500.00
001	DIRECTV LLC	232411	05/16/2023	05/05/2023			180.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	WEST STN: 022727663 (JUN)		X230514	05/14/2022			180.00
001	COG 7M BOND ACCT	232413	05/16/2023	05/05/2023			29,898.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDOT WIRE: FUND 130		04282023	04/28/2023			29,898.13
001	ACE DATA STORAGE INC	232414	05/16/2023	05/05/2023			4,225.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	SHRED DOCUMENTS: 65 TOTES		2023-114	04/27/2023			4,225.00
001	U S POSTAL SERVICE	232415	05/16/2023	05/05/2023			146.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	ANNUAL RENTAL FEE: BOX 670		06012023	05/01/2023			146.00
001	GRAND VIEW SECURITY LLC	232416	05/16/2023	05/05/2023			720.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	MONITORING: BACOT SUBSTATION		0502109768	05/02/2023			360.00
	001-170-698	MONITORING: BACOT CONCESSION		0502106853	05/02/2023			360.00
001	AUTO TRUCK AND TRAILER PARTS INC	232422	05/16/2023	05/08/2023			547.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	FENDER BACK (2): TRAILER REPR		304993	04/06/2023			55.50
	001-170-639	SNAP RING PLIERS		304972	04/03/2023			5.85
	001-170-639	FENDER BACK (2): TRAILER REPR		305040	04/06/2023			55.50

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001	AUTO TRUCK AND TRAILER PARTS INC	232422	05/16/2023	05/08/2023			547.48	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	FENDER (2): TRAILER REPR	305036	04/06/2023			177.90	
	001-170-639	HYDRAULIC HOSE: TRACKHOE	305134	04/11/2023			58.50	
	001-170-639	BATTERY: EXMARK MOWER	305359	04/20/2023			54.00	
	001-100-570	TIRE CEMENT; PLUG	305365	04/20/2023			14.28	
	001-100-570	INJECTOR CLEANER; LOCTITE	305365	04/20/2023			41.95	
	001-100-570	CS OIL FILTERS: FORDS	305404	04/21/2023			84.00	
001	AUTOZONE INC	232423	05/16/2023	05/08/2023			37.83	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	TRK WASH(4);LIGHT BULB: E2	4907378197	04/30/2023			37.83	
001	BELL AUTO PARTS INC	232424	05/16/2023	05/08/2023			201.41	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	VOLTAGE REGULATOR: EXMARK MWR	D059637	04/13/2023			68.29	
	001-170-639	PULLEY; NUT: EXMARK MOWER	44907	04/20/2023			62.40	
	001-170-639	GAS DAMPER: EXMARK MOWER	D059650	04/25/2023			70.72	
001	PASCAGOULA TIRE & SERVICE INC	232425	05/16/2023	05/08/2023			157.98	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	TPMS SENSOR;ALIGNMENT: #12459	110554	04/26/2023			157.98	
001	O'REILLY AUTO PARTS	232426	05/16/2023	05/08/2023			1,840.89	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	LIFT SUPPORT(2);BULB: E2/S48	1978284080	03/31/2023			63.73	
	001-100-570	ANTIFRZ;PWR STRG & TRNS FLUID	1978284765	04/06/2023			29.47	
	001-161-638	BLUE DEF 2.5 GL: E5	1978284854	04/07/2023			17.99	
	001-100-570	BTRY TERMINAL; BRAKE CLNR(12)	1978285271	04/11/2023			42.87	
	001-100-570	LAT CONTROL ARM(2): #11277	1978285273	04/11/2023			154.14	
	001-100-570	IGN WIRE;COIL BOOT(3): #16955	1978285445	04/12/2023			43.31	
	001-100-570	SPARK PLUG (8): #16955	1978285445	04/12/2023			33.92	
	001-100-570	WATER PUMP: # 11277	1978285445	04/12/2023			89.92	
	001-100-570	6QT OIL;CTRL ARM ASY: #11277	1978285447	04/12/2023			154.74	
	001-100-570	CTRL ARM ASY: #11277	1978285529	04/13/2023			104.84	
	001-100-570	BALL JNT;2PK FOB BATT:11277	1978285607	04/14/2023			48.13	
	001-100-570	BRK PAD; ENG MNT(2): #11277	1978285989	04/17/2023			120.86	
	001-100-570	TURN ROTORS (2): #11277	1978285989	04/17/2023			40.00	
	001-100-570	BRK PAD;ROTOR(2);CLNR: 17120	1978286051	04/18/2023			170.36	
	001-100-570	MARINE TERMINAL: ZODIAC	1978286051	04/18/2023			6.99	
	001-205-570	WPR BLD(2); HITCH PIN: #17634	1978286052	04/18/2023			26.99	
	001-100-570	CONTROL ARM ASY (2): #12459	1978286890	04/25/2023			162.24	
	001-161-638	AXL SEAL(2);WHL SEAL(2):43104	1978287140	04/27/2023			68.28	
	001-161-638	AXL ORING(2); BRK PAD: 43104	1978287140	04/27/2023			44.29	
	001-161-638	BRK ROTOR(2): #43104	1978287141	04/27/2023			187.00	
	001-100-570	COOLANT HOSE: #11277	1978287145	04/27/2023			46.49	
	001-100-559	ADH CLEANER: PD	1978287194	04/27/2023			20.37	
	001-100-570	WIPER BLADE (2): #13634	1978287225	04/28/2023			15.98	
	001-170-638	BRK PAD,CALIPER HGR: 2005 VAN	1978285535	04/13/2023			147.98	

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001	LOWES HOME CENTERS INC	232428	05/16/2023	05/08/2023			1,553.25	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-511	6" PLASTIC PLANTER	901346	03/27/2023			1.98	
	001-161-559	10' FLEXON LD LEADER HOSE	901213	03/27/2023			18.99	
	001-090-639	POPLAR BOARD (4): BENCH REPR	902289	03/28/2023			75.92	
	001-170-634	REPR RESERVATION BOX: BACOT	901802	03/29/2023			33.86	
	001-170-577	ORTHENE 12OZ FIRE ANT (6)	901997	03/30/2023			57.00	
	001-170-577	ELECTRICAL REPR: BACOT	901194	03/31/2023			10.41	
	001-161-635	4X8 FOIL DUCT; 4" FULL CLAMP	916690	04/03/2023			21.41	
	001-161-702	AMANA 3.5 CUFT WASHER: NFD	964816	04/03/2023			444.60	
	001-090-639	MINWAX POLISH(2): BENCH REPR	901185	04/03/2023			18.96	
	001-170-639	1/8" STK ELECTRODE 5LBS	901403	04/04/2023			25.64	
	001-100-559	YC FILTER AIR FRESHNER: PD	901628	04/05/2023			5.69	
	001-170-639	GAL ACETONE;3PK HD SCOUR PAD	902359	04/05/2023			26.74	
	001-170-639	SUPPLIES: TRAILER REPR	964915	04/06/2023			36.52	
	001-170-639	RTN CR: SANDING BELT	901917	04/06/2023			-11.38	
	001-170-639	3X18 SANDING BELT	901919	04/06/2023			11.39	
	001-100-635	20PK 4'LED 32W BULBS: PD	902016	04/11/2023			94.99	
	001-205-560	BLANK WALL PLATE;12"SAW BLADE	901313	04/12/2023			14.19	
	001-170-559	CM 61PC COMB MECH TOOL SET	902319	04/13/2023			71.24	
	001-170-559	DW SOCKET ADAPTERS (2)	902319	04/13/2023			9.46	
	001-170-634	HW REPR BASKTBL GOAL: BACOT	901513	04/13/2023			11.37	
	001-170-634	HARDWARE: GM PARK PIER	901688	04/14/2023			13.65	
	001-040-559	DUPL KEY: CITY HALL	901531	04/17/2023			3.79	
	001-205-559	GAL SIMPLE GREEN; HH SPRAYER	901509	04/17/2023			33.18	
	001-170-634	25LB EXT SCREWS: GM PARK PIER	901529	04/17/2023			113.05	
	001-170-634	2X8X10 TRTD #2(11): GM PIER	901529	04/17/2023			135.63	
	001-092-565	4X8 #2 TRTD(2): NO PARKG MALL	901096	04/18/2023			25.62	
	001-092-565	4X8 #2 TRTD(4): NO PARKG MALL	901971	04/18/2023			51.20	
	001-092-565	HARDWARE: NO PARKG SIGNS MALL	901971	04/18/2023			13.31	
	001-170-639	50' REPL HOSE: PRESSURE WSHR	902785	04/18/2023			113.05	
	001-170-634	2X2X42 BALUSTER(32): GM PIER	901214	04/19/2023			47.68	
	001-170-634	2X6X8 TRTD #2: GM PARK PIER	902894	04/19/2023			7.02	
	001-170-559	WTR RESIST LTHR GLOVES	901428	04/24/2023			17.09	
001	CENTERPOINT ENERGY	232451	05/16/2023	05/08/2023			102.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-630	CENTRAL FIRE: 3/27-4/24/23	11000885-1	04/30/2023			55.00	
	001-161-630	SOUTH FIRE: 3/27-4/24/23	11000999-0	04/30/2023			47.00	
001	HUEY P STOCKSTILL LLC	232452	05/16/2023	05/08/2023			854.68	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	2.39 TN ASPHALT: MBLUFF RD	57809	04/26/2023			219.88	
	001-201-576	2.22 TN ASPHALT: MBLUFF RD	57809	04/26/2023			204.24	
	001-201-576	2.26 TN ASPHALT: MBLUFF RD	57809	04/26/2023			207.92	
	001-201-576	2.42 TN ASPHALT: MBLUFF RD	57809	04/26/2023			222.64	

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001	JACKSON COUNTY ADULT DETENTION CENTER	232453	05/16/2023	05/08/2023			9,353.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	APR 2023 ADC CHGS		04302023	05/03/2023			9,310.00
	001-010-696	PHARMACY CHGS		04302023	05/03/2023			43.25
001	SBM REPORTING LLC	232454	05/16/2023	05/08/2023			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	PLANNING MTG 5/04/23		LM 050423	05/05/2023			175.00
001	SPARKLIGHT	232455	05/16/2023	05/08/2023			96.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	MAY 2023:SR BLDG#120793682		05012023	05/01/2023			96.73
001	SPARKLIGHT	232456	05/16/2023	05/08/2023			149.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	MAY 2023: #107571481		05012023	05/01/2023			149.20
001	TEC	232457	05/16/2023	05/08/2023			150.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1079744	05/01/2023			150.50
001	AIRGAS USA LLC	232458	05/16/2023	05/08/2023			265.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9996729506	04/30/2023			265.33
001	BROADCAST MUSIC INC	232459	05/16/2023	05/08/2023			421.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	ANNUAL FEE 2427468 4/23-3/24		47832117	05/02/2023			421.00
001	CINTAS CORPORATION	232460	05/16/2023	05/08/2023			457.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	APR 05 2023 MAINT		4151509210	04/05/2023			108.51
	001-205-535	APR 12 2023 MAINT		4152205420	04/12/2023			131.92
	001-205-535	APR 19 2023 MAINT		4152906320	04/19/2023			108.51
	001-205-535	APR 26 2023 MAINT		4153605039	04/26/2023			108.51
001	SCOTT INSURANCE SERVICES LLC	232461	05/16/2023	05/08/2023			6,575.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	SURETY BOND RENEWAL		47925	05/03/2023			6,575.00
001	WASTE PRO - GAUTIER	232462	05/16/2023	05/08/2023			285.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001305603	04/30/2023			35.00
	001-170-698	BACOT PORT O LET (2)		0001305661	04/30/2023			250.00
001	FUELMAN	232464	05/16/2023	05/09/2023			3,427.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP64353136	05/08/2023			150.98
	001-100-525	UNL FUEL		NP64353136	05/08/2023			2,763.05
	001-161-525	UNL & DSL FUEL		NP64353136	05/08/2023			278.54

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001	FUELMAN	232464	05/16/2023	05/09/2023			3,427.47	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-525	UNL FUEL		NP64353136	05/08/2023			136.50
	001-205-525	UNL & DSL FUEL		NP64353136	05/08/2023			98.40
001	CREDIT CARD CENTER	232466	05/16/2023	05/09/2023			1,415.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-681	HOTEL-CLERK CERT: FARABEE,S		03312023	04/03/2023			230.00
	001-100-681	2023 MACP CONF: BEVER,D		04062023	04/07/2023			350.00
	001-100-681	2023 MACP CONF: BOND, L		04062023	04/07/2023			350.00
	001-100-682	USPCA RENEWAL: WILDMAN,W		04062023	04/10/2023			50.00
	001-100-681	HOTEL-USPCA CERT: WILDMAN,W		04202023	04/25/2023			435.10
001	ELAN FINANCIAL SERVICES	232467	05/16/2023	05/09/2023			2,290.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-559	VAST CONFERENCE CALL 12 MOS		04062023	04/06/2023			224.06
	001-022-681	VIDEO: HARRASMENT FOR MNGRS		04112023	04/12/2023			323.10
	001-205-702	SIMPSON 3400 PRESSURE WASHER		04182023	04/19/2023			399.99
	001-001-559	8" CEREMONIAL KEY (10)		04182023	04/19/2023			388.84
	001-170-513	SUPPLIES: EARTH DAY		04182023	04/19/2023			64.34
	001-170-511	SUPPLIES: SR CENTER CRAFTS		04182023	04/19/2023			47.90
	001-092-625	K9 MAJOR MEDICAL INS: TESS		04202023	04/21/2023			741.69
	001-170-513	SUPPLIES: EARTH DAY		04212023	04/24/2023			25.68
	001-092-606	ONEWAY APP: MAY 2023		05022023	05/03/2023			75.00
001	AUTO TRUCK AND TRAILER PARTS INC	232473	05/16/2023	05/10/2023			461.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	FREON 30LBS: FIRE VEHICLES		305403	04/21/2023	230657		461.00
001	MS FIRE ACADEMY	232475	05/16/2023	05/10/2023			155.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	MSTAT COURSE: DODGEN, E		30288	04/21/2023	221164		20.00
	001-161-681	MSTAT COURSE: WIENIEWITZ, N		30288	04/21/2023	221164		20.00
	001-161-681	FO 1021-I-II: JONES, T		30420	05/04/2023	221124		115.53
001	CUSTOM PRODUCTS CORPORATION	232476	05/16/2023	05/10/2023			841.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	STREET SIGN (24)		390884	05/05/2023	230776		809.52
	001-201-565	FREIGHT		390884	05/05/2023	230776		31.57
001	SINGING RIVER PAINT & BODY	232477	05/16/2023	05/10/2023			5,463.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	INSTALL DECALS: #19414		19414	04/26/2023	230466		300.00
	001-100-638	PARTS & PAINT: #12459		292459	05/09/2023	230828		3,852.86
	001-100-638	REPR-INS CLAIM: #12459		292459	05/09/2023	230828		1,310.40
001	PASCAGOULA TIRE & SERVICE INC	232480	05/16/2023	05/10/2023			650.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	FS FIREHAWK PURSUIT(4):#11277		110552	04/26/2023	230677		472.04
	001-100-638	TIRE INSTALL PACKAGE: #11277		110552	04/26/2023	230677		98.00
	001-100-638	4 WHEEL ALIGNMENT: #11277		110552	04/26/2023	230677		79.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CROWN DODGE CHRYSLER JEEP	232481	05/16/2023	05/10/2023			134.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	AB GASKET CY (2): U #54		91756	04/27/2023	230774		134.96
001	O'REILLY AUTO PARTS	232483	05/16/2023	05/10/2023			362.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	BATTERY: 2011 F350 SUPER DUTY		1978286860	04/25/2023	230766		124.82
	001-170-638	CORE CHARGE		1978286860	04/25/2023	230766		22.00
	001-170-638	CORE RETURN CR		1978286860	04/25/2023	230766		-22.00
	001-170-638	ABS SENSOR: 2005 FREESTAR VAN		1978283766	03/29/2023	230666		54.72
	001-170-638	HUB ASSEMBLY: 2005 FREESTAR		1978283766	03/29/2023	230666		76.36
	001-170-638	TIE ROD: 2005 FREESTAR VAN		1978283766	03/29/2023	230666		50.36
	001-170-638	CV SHAFT: 2005 FREESTAR VAN		1978283766	03/29/2023	230666		55.76
001	SUN HERALD ADVERTISING	232484	05/16/2023	05/10/2023			826.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	NOTICE: HISTORIC PRES COMM		191901	04/30/2023	230715		17.04
	001-040-615	RFP AD: PD DEBRIS MONITORING		191901	04/30/2023	230724		214.20
	001-040-615	RFP AD: PD DEBRIS REMOVAL		191901	04/30/2023	230725		213.98
	001-040-615	RFP AD: PD RESPONSE SERVICES		191901	04/30/2023	230726		187.80
	001-090-615	PUBLIC NOTICE: GPC 23-16-SE		191901	04/30/2023	230754		21.96
	001-090-615	PUBLIC NOTICE: GPC 23-17-VAR		191901	04/30/2023	230754		20.52
	001-090-615	PUBLIC NOTICE: GPC 23-18-SE		191901	04/30/2023	230754		21.36
	001-040-615	BID AD: GREAT LAWN SITE WORK		191901	04/30/2023	230763		129.50
001	SOUTHERN REGIONAL SAFETY INST	232485	05/16/2023	05/10/2023			4,030.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	BASIC LEO CLASS: SHIELDS, A		573	04/26/2023	230543		4,000.00
	001-100-681	CPR/1ST AID CERT: SHIELDS, A		573	04/26/2023	230543		30.00
001	STAPLES BUSINESS ADVANTAGE DEPT	ATL 232486	05/16/2023	05/10/2023			237.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	HP 65XL BLK HY INK (2)		3536483967	04/27/2023	230769		67.76
	001-090-500	GEL RETRACT PEN BLUE 12/BX		3536483967	04/27/2023	230769		11.93
	001-090-500	STP REMAN HP 952XL BLK HY		3536483967	04/27/2023	230769		39.41
	001-090-500	HP 65XL/65 B/C/M/Y INK		3536483967	04/27/2023	230769		50.89
	001-090-500	BIC ECO OB RETRACT BLU PEN 12/		3536483969	04/27/2023	230769		12.19
	001-090-500	STP REMAN HP 952 C/M/Y INK		3536483970	04/27/2023	230769		55.19
001	CUPIT SIGNS OF MISSISSIPPI INC	232490	05/16/2023	05/10/2023			149.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-565	12X18 SS REFL "NO PARKG":MALL		35391B	04/04/2023	230675		149.94
001	TREETOP PRODUCTS INC	232492	05/16/2023	05/10/2023			2,612.01	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-596	CUSTOM INLAY 8' BENCH (2)		TRE21165	04/24/2023	230656		2,277.70
	001-170-596	SHIPPING: GM PARK SPLASH PAD		TRE21165	04/24/2023	230656		334.31

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	232493	05/16/2023	05/10/2023			774.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	PA SILK TOUCH POLO SM (3)	25336	04/07/2023	230623		57.00	
	001-100-535	PA SILK TOUCH POLO LRG (5)	25336	04/07/2023	230623		95.00	
	001-100-535	PA SILK TOUCH POLO XL (3)	25336	04/07/2023	230623		57.00	
	001-100-535	PA SILK TOUCH POLO 2XL (3)	25336	04/07/2023	230623		63.00	
	001-100-535	PA SILK TOUCH POLO 3XL (3)	25336	04/07/2023	230623		69.00	
	001-100-535	PA SILK TOUCH POLO 4XL (6)	25336	04/07/2023	230623		150.00	
	001-100-535	PA SILK TOUCH POLO 6X (3)	25336	04/07/2023	230623		81.00	
	001-100-535	PA SILK TOUCH POLO LRG (2)	25336	04/07/2023	230623		38.00	
	001-100-535	PA SILK TOUCH POLO LRG	25336	04/07/2023	230623		19.00	
	001-100-535	EMBROIDERY (29): NAME/TEXT	25336	04/07/2023	230623		145.00	
001	RED BUD SUPPLY INC	232494	05/16/2023	05/10/2023			386.02	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-559	33X38 TRASH CAN LINER (5)	180539	04/27/2023	230775		349.75	
	001-201-559	EST FREIGHT	180539	04/27/2023	230775		36.27	
001	AMAZON CAPITAL SERVICE	232495	05/16/2023	05/10/2023			216.94	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-577	WHT FIELD PAINT 12/PK (2)	1LPT7NG1X3	04/25/2023	230767		149.90	
	001-100-559	CELL PHONE CC HOLDER 10/PK (3)	1LJWY3FM9H	04/29/2023	230773		23.97	
	001-100-559	SHIPPING	1LJWY3FM9H	04/29/2023	230773		6.99	
	001-100-559	50/PK MEDICAL BOTTLE W/CAP (2)	1LPM1MMQLH	05/06/2023	230830		37.98	
	001-100-559	PROMOTION APPLIED	1LPM1MMQLH	05/06/2023	230830		-1.90	
001	RUSSOM'S GULF COAST INC	232497	05/16/2023	05/10/2023			1,062.91	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	SPRING CLUTCH (3)	225279	04/14/2023	230628		110.97	
	001-100-570	PERFORMANCE CLUTCH PLATE(4)	225279	04/14/2023	230628		947.96	
	001-100-570	BUMPERS (2)	225279	04/14/2023	230628		3.98	
001	OCCUPATIONAL HEALTH CENTER INC	232499	05/16/2023	05/10/2023			110.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-604	PRE-EMP PHYSICAL: SIMS,D	320201	05/05/2023	230778		75.00	
	001-022-604	PRE-EMP DRUG SCRIN: SIMS,D	320201	05/05/2023	230778		35.00	
001	AUDIOWAVE INC	232500	05/16/2023	05/10/2023			46,228.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-702	48"/122CM L BAR (6)	A 56243	05/01/2023	230534		11,730.00	
	001-100-702	SIREN CONTROLLER (4)	A 56243	05/01/2023	230534		1,916.00	
	001-100-702	ETS SPEAKER (6)	A 56243	05/01/2023	230534		1,500.00	
	001-100-702	EMPS2STS2B LED BLUE (12)	A 56243	05/01/2023	230534		1,440.00	
	001-100-702	EMPS2QMS2B LED BLUE (12)	A 56243	05/01/2023	230534		1,440.00	
	001-100-702	PMP TAG BRACKET (6)	A 56243	05/01/2023	230534		210.00	
	001-100-702	EMPS1STS1B LED BLUE (12)	A 56243	05/01/2023	230534		1,380.00	
	001-100-702	PB400 BUMPER (6)	A 56243	05/01/2023	230534		2,934.00	
	001-100-702	PK BACK PARTITION (6)	A 56243	05/01/2023	230534		4,494.00	
	001-100-702	WINDOW BARS (6)	A 56243	05/01/2023	230534		1,734.00	
	001-100-702	CONSOLE KIT (6)	A 56243	05/01/2023	230534		4,410.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUDIOWAVE INC	232500	05/16/2023	05/10/2023			46,228.00	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-702	PK CARGO BARRIER (6)		A 56243	05/01/2023	230534		3,066.00
	001-100-702	HAVIS DOCKING STATION (6)		A 56243	05/01/2023	230534		6,420.00
	001-100-702	GJ 2 BLANK FILLER (12)		A 56243	05/01/2023	230534		72.00
	001-100-702	GJ FACE PLATE 2.5" BLANK (6)		A 56243	05/01/2023	230534		36.00
	001-100-702	MAG MIC CONVERTER KIT (6)		A 56243	05/01/2023	230534		210.00
	001-100-702	BI SINGLE 80AMP (1)		A 56243	05/01/2023	230534		95.00
	001-100-702	ENG SIREN CONTROL (2)		A 56243	05/01/2023	230534		1,546.00
	001-100-702	S&H: EQUIP 2023 FORDS (6)		A 56243	05/01/2023	230534		1,595.00
001	STEINER SAW & MOWER	232501	05/16/2023	05/10/2023			158.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	DECK BELT: LAWN MOWER		038159	03/16/2023	230637		45.00
	001-161-639	DRIVE BELT: LAWN MOWER		038159	03/16/2023	230637		30.00
	001-161-639	PULLEY: LAWN MOWER		038159	03/16/2023	230637		20.00
	001-161-639	PUMP BELT: LAWN MOWER		119732	04/14/2023	230730		33.00
	001-161-639	HYDRO FAN: LAWN MOWER		219751	04/27/2023	230768		30.00
001	FOSTERS A/C & HEATING INC	232510	05/16/2023	05/10/2023			220.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	ESA TUNE UP (2): PLANNING		P1125308	05/05/2023			220.00
001	DELTA WORLD TIRE	232511	05/16/2023	05/10/2023			259.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	ALIGNMENT: F350 REC DEPT		12972	05/08/2023	230779		129.99
	001-170-638	ALIGNMENT: F350 REC DEPT		12964	05/08/2023	230779		129.99
001	PERKINS TIRE & POLARIS	232512	05/16/2023	05/10/2023			761.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	GDYR LT245/75-17(2): F350 REC		57302	04/26/2023	230771		327.06
	001-170-638	INSTALLATION PKG: FRONT TIRES		57302	04/26/2023	230771		53.90
	001-170-638	GDYR LT245/75-17(2): F350 REC		57304	04/26/2023	230771		327.06
	001-170-638	INSTALLATION PKG: FRONT TIRES		57304	04/26/2023	230771		53.90
001	MICAH HANCOCK	232513	05/16/2023	05/10/2023			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM ADV: ROPE TECH		06042023	05/10/2023			100.00
001	SINGING RIVER SERVICES	232520	05/16/2023	05/11/2023			3,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-604	LIFE CARE PLUS 4/23-4/24		04202023	04/20/2023			3,000.00
001	SINGING RIVER PAINT & BODY	232521	05/16/2023	05/11/2023			800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	REMOV/INSTL DECALS: U #12459		12459	05/10/2023	230841		800.00
001	ULINE INC	232522	05/16/2023	05/11/2023			4,131.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-702	TAN FOLD CHAIR(92): SR CENTER		163127996	05/02/2023	230790		1,932.00
	001-170-702	WHT FOLD TABLE(20): SR CENTER		163127996	05/02/2023	230790		1,800.00
	001-170-702	FREIGHT		163127996	05/02/2023	230790		399.14

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AGJ SYSTEMS & NETWORKS INC	232523	05/16/2023	05/11/2023			494.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	MS OFFICE 2021: MCGHEE, J		104611	05/08/2023	230822		245.00
	001-100-559	MS OFFICE 2021: HUNTER, J		104611	05/08/2023	230823		249.99
001	AUDIOWAVE INC	232524	05/16/2023	05/11/2023			1,600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	4"QK MNT 6 LED (2): #17120		A56355	05/10/2023	230599		240.00
	001-100-570	4"STUD MNT SAE 6 LED(2):#17120		A56355	05/10/2023	230599		240.00
	001-100-570	UNDERCVR LED LIGHT (4):#17120		A56355	05/10/2023	230599		360.00
	001-100-570	LABOR INSTL EQUIP: #17120		A56355	05/10/2023	230599		710.00
	001-100-570	SHOP SUPPLIES: #17120		A56355	05/10/2023	230599		50.00
001	SPARKLIGHT	232525	05/16/2023	05/11/2023			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MAY 2023:POLICE #107718371		05082023	05/08/2023			127.95
001	SPARKLIGHT	232526	05/16/2023	05/11/2023			62.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MAY 2023:CBL BOX #118476316		05082023	05/08/2023			62.38
FUND TOTAL	1 Claims	to	Checks	77 Total	219,882.33	Manual	Held	Total 219,882.33

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
003	SUNCOAST INFRASTRUCTURE INC	232518	05/16/2023	05/11/2023			62,641.33	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	003-726-763	CCTV/SMOKE TEST: SS MNS REHAB		1	05/09/2023			62,641.33
FUND TOTAL	3 Claims	to	Checks	1 Total	62,641.33 Manual		Held	Total 62,641.33

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	GULF BREEZE CONSTRUCTION INC Account Number 130-130-770	232519	05/16/2023	05/11/2023			211,590.54	
		Description		Invoice #	Date	P.O.	Amount	
		CONSTRUCTION 25.45%		12	05/09/2023			211,590.54
FUND TOTAL 130 Claims	to	Checks	1 Total	211,590.54	Manual		Held	Total 211,590.54

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	APPLIED CONCEPTS INC	232489	05/16/2023	05/10/2023			1,990.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	TRAFFIC DATA COLL PACKAGE		418793	05/01/2023	230556		1,950.00
	156-100-799	SHIPPING		418793	05/01/2023	230556		40.00
FUND TOTAL 156 Claims	to	Checks	1 Total	1,990.00 Manual		Held		Total 1,990.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	GOODWYN MILLS & CAWOOD INC Account Number 171-176-762	232469	05/16/2023	05/09/2023			7,537.50	
		Description		Invoice #	Date	P.O.	Amount	
		DESIGN: BATHHOUSE 25%		A MOB2300631	05/02/2023		7,537.50	
FUND TOTAL 171 Claims	to	Checks	1 Total	7,537.50	Manual	Held	Total	7,537.50

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	232373	05/16/2023	05/01/2023			6,483.59	
	Account Number 172-350-650	Description LIBRARY SUPPORT		Invoice # APR 2023	Date 04/25/2023	P.O.	Amount	
							6,483.59	
FUND TOTAL 172 Claims	to	Checks	1 Total	6,483.59	Manual	Held	Total	6,483.59

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SINGING RIVER ELECTRIC COOPERATIVE	232371	05/16/2023	05/01/2023			2,495.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		04192023	04/26/2023			2,122.84
	176-170-631	HOUSE 76855002		04192023	04/26/2023			55.12
	176-170-631	SSP WELCOME CENTER 108928002		04192023	04/26/2023			287.15
	176-170-631	DUMP STATION 109931001		04192023	04/26/2023			30.21
176	FOSTERS A/C & HEATING INC	232419	05/16/2023	05/05/2023			167.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	R2 ESA CLEANING: LOBBY		P1123841	04/24/2023			167.50
176	O'REILLY AUTO PARTS	232427	05/16/2023	05/08/2023			148.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	12OZ DEEP CREP OIL		1978283907	03/30/2023			13.49
	176-170-639	PLIERS: BACKHOE REPR		1978284764	04/06/2023			15.99
	176-170-639	CUP BRUSH		1978285141	04/10/2023			5.99
	176-170-639	WIRE WHEEL: BACKHOE REPR		1978285145	04/10/2023			3.99
	176-170-639	BATTERY: TRACKHOE		1978285315	04/11/2023			83.44
	176-170-559	AIR HAMMER: SHOP		1978286335	04/20/2023			25.99
176	LOWES HOME CENTERS INC	232429	05/16/2023	05/08/2023			109.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	DW GRINDING WHEEL (2)		902634	03/30/2023			6.62
	176-170-559	4PK LED 100W BULB (2)		964751	03/30/2023			22.76
	176-170-639	5PK 6" REC SAW BLADE		901031	04/11/2023			12.33
	176-170-639	3/32" STK ELECTRODE 5LBS		901031	04/11/2023			25.64
	176-170-586	6'STL ROD(2): MARSHWALK REPR		901655	04/17/2023			14.22
	176-170-586	HARDWARE: FAUCET REPAIR		901003	04/18/2023			27.88
176	BAY ICE COMPANY INC	232449	05/16/2023	05/08/2023			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	APR 2023 BOX RENTAL FEE		676204	04/30/2023			50.00
176	ELAN FINANCIAL SERVICES	232468	05/16/2023	05/09/2023			30.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	STORE MDSE: SNACKS, LIGHTERS		04182023	04/19/2023			30.82
176	ULINE INC	232491	05/16/2023	05/10/2023			480.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	HD ANTI-SLIP TAPE 6X60 (4)		162642231	04/20/2023	230760		452.00
	176-170-559	SHIPPING: SSP STEPS		162642231	04/20/2023	230760		28.36
176	AMAZON CAPITAL SERVICE	232496	05/16/2023	05/10/2023			143.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	USA GARDEN FLAG		14VR66YMNF	04/17/2023	230740		7.55
	176-170-541	DRAGONFLY/WELCOME FLAG		14VR66YMNF	04/17/2023	230740		8.99
	176-170-541	ALLIGATOR FLAG		14VR66YMNF	04/17/2023	230740		10.99
	176-170-541	CAMPFIRE/WELCOME FLAG		14VR66YMNF	04/17/2023	230740		7.99
	176-170-541	GERANIUM/WELCOME FLAG		14VR66YMNF	04/17/2023	230740		8.99
	176-170-541	HAPPY PLACE/CAMPER FLAG		14VR66YMNF	04/17/2023	230740		12.99

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AMAZON CAPITAL SERVICE	232496	05/16/2023	05/10/2023			143.68	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-541	MAKING MEMORIES/CAMPER FLAG	14VR66YMNF	04/17/2023	230740		8.99	
	176-170-541	HAPPY CAMPERS/CAMPER FLAG	14VR66YMNF	04/17/2023	230740		7.95	
	176-170-541	HAPPY CAMPERS/FIGURES FLAG	14VR66YMNF	04/17/2023	230740		6.99	
	176-170-541	SUMMER FROG FLAG	14VR66YMNF	04/17/2023	230740		7.99	
	176-170-541	WELCOME/MASON JAR FLAG	14VR66YMNF	04/17/2023	230740		8.99	
	176-170-541	WELCOME/SPRING TRUCK FLAG	14VR66YMNF	04/17/2023	230740		6.99	
	176-170-541	BIGFOOT/FLAMINGO FLAG	14VR66YMNF	04/17/2023	230740		11.44	
	176-170-541	FRIENDLY ALLIGATOR FLAG	14VR66YMNF	04/17/2023	230740		10.98	
	176-170-541	WELCCOME/SUNFLOWER FLAG	14VR66YMNF	04/17/2023	230740		8.99	
	176-170-541	SHIPPING: GEN STORE MDSE	14VR66YMNF	04/17/2023	230740		6.87	
176	MS MADE SOAP AND CANDLES LLC	232498	05/16/2023	05/10/2023			137.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-541	BUTT NAKED CANDLE 14OZ	283	05/08/2023	230825		12.00	
	176-170-541	PINE TAR SOAP 6OZ BAR (3)	283	05/08/2023	230825		13.50	
	176-170-541	BUTT NAKED SOAP 8OZ BAR (3)	283	05/08/2023	230825		13.50	
	176-170-541	KUDZU SOAP 8OZ BAR (4)	283	05/08/2023	230825		18.00	
	176-170-541	KUDZU OATML SOAP 8OZ BAR (2)	283	05/08/2023	230825		9.00	
	176-170-541	RED CURRANT SOAP 8OZ BAR (2)	283	05/08/2023	230825		9.00	
	176-170-541	RODEO SOAP 8OZ BAR (2)	283	05/08/2023	230825		9.00	
	176-170-541	SWEET COTTON SOAP 8OZ BAR (3)	283	05/08/2023	230825		13.50	
	176-170-541	BUTT NAKED ROOM SPRAY 2OZ	283	05/08/2023	230825		4.00	
	176-170-541	CHERRY BLSM ROOM SPRY 2OZ (3)	283	05/08/2023	230825		12.00	
	176-170-541	SWEET COTTON RM SPRY 2OZ (2)	283	05/08/2023	230825		8.00	
	176-170-541	GNAT SCAT REPELLANT 2OZ (2)	283	05/08/2023	230825		16.00	
FUND TOTAL 176 Claims	to	Checks	9 Total	3,763.52	Manual	Held	Total	3,763.52

Docket of Claims
Release date from 05/16/2023 thru 05/16/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
254	PEOPLES BANK CORPORATE TRUST SERVS	232383	05/16/2023	05/02/2023			1,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	254-680-803	ANNUAL ADMIN FEES: 1613		4096	04/26/2023			1,000.00
FUND TOTAL 254 Claims	to	Checks	1 Total	1,000.00	Manual	Held	Total	1,000.00

Docket of Claims
Release date from 05/16/2023 thru 05/16/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
361	JLB CONTRACTORS LLC	232420	05/16/2023	05/05/2023			177,543.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	361-726-768	GV SWR UPGRADES		4	05/04/2023			177,543.07
FUND TOTAL 361 Claims	to	Checks	1 Total	177,543.07	Manual	Held	Total	177,543.07

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	232365	05/16/2023	05/01/2023			8,677.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		04182023	04/25/2023			45.00
	400-651-631	CITY HALL SOUTH 17882		04182023	04/25/2023			2,549.54
	400-651-631	WATER WELLS 17882		04182023	04/25/2023			3,857.79
	400-651-631	LIFT STATION 17882		04182023	04/25/2023			2,225.05
400	SINGING RIVER ELECTRIC COOPERATIVE	232372	05/16/2023	05/01/2023			1,025.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CITY HALL WELL 114046001		04182023	04/25/2023			1,025.49
400	SINGING RIVER ELECTRIC COOPERATIVE	232394	05/16/2023	05/03/2023			4,568.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		04192023	04/26/2023			229.22
	400-651-631	LIFT STNS 17883		04192023	04/26/2023			2,438.19
	400-651-631	LIFT STNS 17884		04192023	04/26/2023			991.97
	400-651-631	LIFT STNS 114260001		04192023	04/26/2023			909.11
400	FUELMAN	232399	05/16/2023	05/03/2023			138.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP64262029	05/01/2023			138.75
400	REGIONS CORPORATE TRUST OPERATIONS	232412	05/16/2023	05/05/2023			2,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-803	MDB 2013 BI#5703 ANNUAL FEES		109149	04/27/2023			2,500.00
400	CLEARWATER SOLUTIONS LLC	232418	05/16/2023	05/05/2023			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	MAY 2023 OPERATION FEE		GAUTIER125	05/01/2023			170,690.75
400	HENZE ENTERPRISES INC	232421	05/16/2023	05/05/2023			180.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	4 CY FILL DIRT: DUBARRY		32031	05/02/2023			40.00
	400-651-683	4 CY TOPSOIL: DUBARRY		32031	05/02/2023			60.00
	400-651-683	8 CY FILL DIRT: DUBARRY		32031	05/02/2023			80.00
400	LOWES HOME CENTERS INC	232430	05/16/2023	05/08/2023			501.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	80LB CONCRETE(10): DUBARRY		960516	03/29/2023			52.00
	400-650-559	3PK FLEA FOGGER (2): UTY BLDG		964748	03/30/2023			24.66
	400-651-683	80LB CONCRETE(4): DUBARRY		964823	04/03/2023			20.80
	400-650-586	30PK GE 32W 4' FLUOR BULB		901706	04/11/2023			94.99
	400-651-683	4X8X16 PART BLOCK(13):DUBARRY		902191	04/12/2023			25.61
	400-651-683	8X8X16 NW BLOCK(10): DUBARRY		902141	04/12/2023			23.50
	400-651-683	8X8X8 LW BLOCK(6): DUBARRY		902141	04/12/2023			11.82
	400-651-683	60LB N MORTAR MIX(5): DUBARRY		902141	04/12/2023			34.65
	400-651-683	8X8X16 NW BLOCK (20): DUBARRY		902098	04/12/2023			47.00
	400-651-683	80LB CONCRETE(10): DUBARRY		902098	04/12/2023			52.10
	400-651-683	50LB CONCRETE(6): OCEAN ESTS		901089	04/18/2023			24.96
	400-651-581	10' WATER CONNCECTOR		901290	04/19/2023			18.04

Docket of Claims
Release date from 05/16/2023 thru 05/16/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LOWES HOME CENTERS INC	232430	05/16/2023	05/08/2023			501.81	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	6'GA STL POST: FENCE RPR		902230	04/21/2023			20.41
	400-651-683	6'GA STL TERM POST: FENCE RPR		919027	04/21/2023			28.49
	400-651-683	TERM PST CAP;100PK TIE WIRE		919027	04/21/2023			22.78
400	WASTE MANAGEMENT OF MS-GLF COAST INC	232450	05/16/2023	05/08/2023			4,391.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	APR 2023:TIMBERLANE ROFF		9809547684	05/01/2023			4,391.47
400	COMM-TECH SOLUTIONS INC	232463	05/16/2023	05/08/2023			75.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-639	LABOR: REPR/REPROGRAM EXT		17140	05/08/2023			75.00
400	FUELMAN	232465	05/16/2023	05/09/2023			164.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP64353136	05/08/2023			164.09
400	ARISTA INFORMATION SYSTEMS INC	232472	05/16/2023	05/10/2023			4,395.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	APR 2023 PRINTING 2067001		0007440	04/30/2023			1,129.40
	400-650-698	APR 2023 POSTAGE 2067001		0007440	04/30/2023			3,266.04
400	TEAM ONE COMMUNICATIONS INC	232474	05/16/2023	05/10/2023			49.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	BNC/TNC CRIMP CONN: MR LAPTOP		9080192411	04/24/2023	230732		49.81
400	SOUTHERN PIPE & SUPPLY CO INC	232478	05/16/2023	05/10/2023			5,300.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	2" CTS PJXMIP CPLG (12)		6830993-02	01/20/2023	221000		1,274.52
	400-651-581	4 S40 PVC SXS CPLG (12)		7902436-00	04/28/2023	230755		95.52
	400-651-581	4 S40 PVC MIPXS M-ADPTR (12)		7902436-00	04/28/2023	230755		112.32
	400-651-581	4 S40 PVC SXFIP F-ADPTR (12)		7902436-00	04/28/2023	230755		118.20
	400-651-581	4X3/4 NPT HINGED SADDLE (12)		7902436-00	04/28/2023	230755		689.64
	400-651-683	58X36 ARCH CONCRETE PIPE (8)		7863988-00	04/27/2023	230745		2,010.00
	400-651-683	FREIGHT: JO BETH/TOWNSEND		7863988-00	04/27/2023	230745		1,000.00
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	232479	05/16/2023	05/10/2023			564.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	BC590 CAPACITORS (15): INVNTY		45887	04/26/2023	230765		299.25
	400-651-584	BC216M250 CAPACITORS(10): INV		45887	04/26/2023	230765		265.50
400	BAY MOTOR WINDING INC	232482	05/16/2023	05/10/2023			5,020.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	INSPECT/REBUILD: LS-34		0124863	04/27/2023	230757		2,510.00
	400-651-584	INSPECT/REBUILD: LS-37		0124864	04/27/2023	230758		2,510.00
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	232487	05/16/2023	05/10/2023			104.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	HP 260X BLK HY TONER CART		3536567017	04/28/2023	230752		104.89

Docket of Claims
Release date from 05/16/2023 thru 05/16/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY ELECTRIC SUPPLY CO	232488	05/16/2023	05/10/2023			1,529.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	MCC CIRCUIT BRKR: BEASLEY WELL		PAS087118	04/14/2023	230743		1,342.00
	400-651-581	LUG KIT (6): BEASLEY WELL		PAS087118	04/14/2023	230743		187.50
400	COG DEPOSITORY ACCOUNT	232508	05/16/2023	05/10/2023			117,570.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	ADJ MAR 2023 REMIT (OVER)		03312023	03/31/2023			-5,093.36
	400-000-104	APR 2023 GARBAGE PMTS		04302023	04/30/2023			122,664.13
400	COGENT STRATEGIES LLC	232509	05/16/2023	05/10/2023			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 05/6/23-06/5/23		3067	05/10/2023			7,500.00
FUND TOTAL 400 Claims	to	Checks	20 Total	334,948.59 Manual		Held		Total 334,948.59

Docket of Claims
Release date from 05/16/2023 thru 05/16/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	232417	05/16/2023	05/05/2023			106,024.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	APR 2023 RES GARBAGE (6311)		0001305538	04/30/2023		106,024.80	
FUND TOTAL 404 Claims	to	Checks	1 Total	106,024.80	Manual		Held	Total 106,024.80

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	77 Total	219,882.33 Manual	Held	Total	219,882.33
FUND 3 Claims	to	Checks	1 Total	62,641.33 Manual	Held	Total	62,641.33
FUND 130 Claims	to	Checks	1 Total	211,590.54 Manual	Held	Total	211,590.54
FUND 156 Claims	to	Checks	1 Total	1,990.00 Manual	Held	Total	1,990.00
FUND 171 Claims	to	Checks	1 Total	7,537.50 Manual	Held	Total	7,537.50
FUND 172 Claims	to	Checks	1 Total	6,483.59 Manual	Held	Total	6,483.59
FUND 176 Claims	to	Checks	9 Total	3,763.52 Manual	Held	Total	3,763.52
FUND 254 Claims	to	Checks	1 Total	1,000.00 Manual	Held	Total	1,000.00
FUND 361 Claims	to	Checks	1 Total	177,543.07 Manual	Held	Total	177,543.07
FUND 400 Claims	to	Checks	20 Total	334,948.59 Manual	Held	Total	334,948.59
FUND 404 Claims	to	Checks	1 Total	106,024.80 Manual	Held	Total	106,024.80
Total for all Funds			Checks 114 Total	1,133,405.27 Manual	Held	Total	1,133,405.27

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: May 16, 2023
Title: Approval of Minutes from the Regular Council Meeting held May 2, 2023

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

Summary Explanation: Approval of Minutes from the Regular Council Meeting held May 2, 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 Regular Council Meeting held May 2, 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 May 16, 2023.

Tuesday
May 2, 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 May 2, 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 George, Richard Jackson, Gordon Gollott, Rusty Anderson, and Dante Elbin. Also present were Paula Yancey, City Manager; Emily Dickerson, Deputy City Clerk; Josh Danos, City Attorney and other concerned citizens. Present by teleconference was Teresa Montgomery, City Clerk.

REVISED - AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
May 2, 2023 @ 6:30 PM

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. National Day of Prayer will be Thursday, May 4th starting at 12 p.m. at City Hall Council Chambers.
2. Gautier's Farmers Market will begin the second Saturday of every month from May - September, starting at 8 a.m. until 12 p.m. at George Martin City park.
3. American Legion Post 1992 Family will host a Memorial Day Avenue of Flags Ceremony on May 29th starting at 11 a.m. at the Veterans Tribute Tower.

IV. Presentation Agenda

1. Proclamation of the National Safe Boating Week

V. Business Agenda

1. Approval of Change Order No. 1 to add the additive alternate 1, two additional restrooms for the Town Commons Park Phase II (Amphitheater) project

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

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

1. Approval of Minutes from the Recessed Council Meeting held April 18, 2023
2. Approval of water and sewer adjustments for May 2023 in the amount of \$13,183.09
3. Approval to waive the deposit and rental fee for the use of the Gautier Senior Center for College Park Elementary School
4. Authorization to advertise for bids for the Shepard State Park RV Expansion Project
5. Receive March 2023 Finance Reports
6. Authorization to accept the donation of a 2010 Ford Focus Sedan for the Gautier Planning Department from Jackson County

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 May 16, 2023 at 6:30pm
www.gautier-ms.gov

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

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

1. Add Consent Agenda Item 5 – Receive March 2023 Finance Reports
2. Add Consent Agenda Item 6 – Authorization to accept the donation of a 2010 Ford Focus Sedan for the Gautier Planning Department from Jackson County

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

1. National Day of Prayer will be Thursday, May 4th starting at 12pm at City Hall Council Chambers.
2. Gautier Farmers Market will begin the second Saturday of every month from May – September, starting 8am until 12pm at George Martin City Park.
3. American Legion Post 1992 Family will host a Memorial Day Avenue of Flags Ceremony on May 29th starting at 11am at the Veterans Tribute Tower.

Presentation

1. Proclamation of the National Safe Boating Week
-

Gautier National Day of Prayer



PRAY FERVENTLY
IN RIGHTEOUSNESS
AND AVAIL MUCH

JAMES 5:16B

Thursday, May 4, 2023



May 4, 2023

12:00 Noon

Gautier City Hall

Council Chambers

3330 Hwy 90, Gautier, MS



Come be apart of the



GAUTIER FARMER'S MARKET

2ND SAT MAY- SEPT. 8AM-12PM

George Martin City Park- 902 De La Pointe Dr.



To become a vendor call 228-497-2244



You're Invited!

A black metal tower with gold-colored accents. It features a clock face near the top and a large bell hanging in the center. The words "VETERANS TRIBUTE TOWER" are inscribed on a plaque in the middle. The background is a large, stylized American flag with red and white stripes and a blue field.

VETERANS
TRIBUTE TOWER

Memorial Day
Avenue of Flags Ceremony
Hosted by
American Legion Post 1992
Family
&

The City of Gautier
May 29, 2023
11:00 A.M.

Veterans Tribute Tower
3330 Hwy 90 Gautier, MS
For More Information Contact
American Legion Post 1992
228-497-6422

CITY OF GAUTIER PROCLAMATION

A Proclamation Recognizing National Safe Boating Week

Whereas, for over 100 million Americans, from Coast to Coast are taking to the water and enjoying time together boating, sailing, paddling and fishing. The U.S. Coast Guard and its state and local safe boating partners encourage boaters to explore and enjoy America's beautiful waters responsibly with appropriate preparations; and

Whereas, on average, 650 people die each year in boating related incidents in the U.S.; of which 75% of these are fatalities caused by drowning; and

Whereas, the majority of these incidents are not caused by the boat, equipment or environmental factors but by human error and/or poor judgement; and

Whereas, a significant number of recreational boaters who lose their lives by drowning each year would be alive today had they taken appropriate safety precautions and worn their life jackets; and

Whereas, we recognize the goals of the National Safe Boating Campaign are proactively supported by USCG Station Pascagoula, Flotilla 38 of the USCG Auxiliary and our Mississippi Shipbuilding and Maritime Center in the interest of promoting Recreational Boating Safety.

NOW, THEREFORE, WE, Casey Vaughan, Mayor, and the Council of the City of Gautier, Mississippi, hereby support the goals of the North American Safe Boating Campaign, and proclaim May 20-May26, 2023 National Safe Boating Week, in the City of Gautier, Mississippi, to reinforce awareness of and attention to important life-saving skills that can provide our recreational boaters with the knowledge to safely enjoy their boating experience throughout the Mississippi Coastal Region.

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 2nd, day of May, 2023.



Mayor Casey Vaughan
City of Gautier, Mississippi

Councilman George made the motion to approve Change Order No. 1, as presented, to add the additive alternate 1, two additional restrooms for the Town Commons Park, Phase II (Amphitheater) project. 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 269-2023

WHEREAS, the Grants and Projects Department requests for the City Council to approve Change Order No. 1 to add the additive alternate 1, two additional restroom buildings to the Town Commons Phase II (Amphitheater) project; and

WHEREAS, Change Order No. 1 serves to increase the contract amount by \$625,000 to add the additional two restroom buildings; and

WHEREAS, on October 27, 2022, two bids were received and opened for this project. The project budget allowed for the award of the base bid only, the amphitheater, and two restrooms. Additive alternates were not recommended due to the funding at the time; and

WHEREAS, since then, the City has received additional funding from the County and the legislature to add in additive alternate 1, for two additional restroom buildings; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this change order is necessary and incidental to the completion of the work as originally stated, is commercially reasonable, is not made to circumvent the public purchasing statutes, and that the increase in costs is reasonable;

WHEREAS, Fletcher Construction has agreed to honor their price for the two restroom buildings; and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve the change order No. 1, as presented; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No. 1 is approved.

IT IS FURTHER ORDERED that the additional restroom buildings in the amount of \$625,000 for the Town Commons Park Phase II (Amphitheater) 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, including any remaining close out documents.

Motion was made by **Councilman George**, 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 May 2, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Grants & Projects Director
Date: April 25, 2023
Subject: Town Commons Park Phase II (Amphitheater) Project — Approval of Change Order No. 1, Additional Restrooms

REQUEST:

The Grants and Projects Department requests City Council authorization to approve Change Order No. 1 to add the additive alternate 1, two additional restroom buildings to the Town Commons Phase II (Amphitheater) project.

BACKGROUND:

Planned amenities for the Town Commons Park include a Town Green (open lawn for public events), amphitheater, pavilion, restrooms, sidewalks, parking, trails, pickle ball court, etc. Phase I included site work, water/sewer, drainage, parking, and sidewalks. Phase II includes the construction of the amphitheater, entry plaza, stage/support building, restroom buildings, and loading dock/yard area.

On October 27, 2022, two bids were received and opened for this project. The project budget allowed for the award of the base bid only, the amphitheater, and two restrooms. Additive alternates were not recommended due to the funding at the time.

Since then, we have received additional funding from the County and the legislature to add in additive alternate 1, for two additional restroom buildings. Fletcher Construction has agreed to honor their price for the two restrooms.

DISCUSSION:

Change Order No. 1 serves to increase the contract amount by \$625,000 to add the additional two restroom buildings. Additional restrooms are needed to adequately accommodate the number of people the amphitheater holds and to provide the optimum consumer experience. The funding of \$450,000 from the County and the additional \$175,000 from the legislature grant funding would fund this change order.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 1 to add the additive alternate 1, two additional restrooms to the Town Commons Phase II (Amphitheater) project.

The City Council may:

1. Approve Change Order No. 1, as presented; or
2. Not approve Change Order No. 1.

ATTACHMENT(S):

1. Change Order No. 1

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 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 270-2023

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 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 May 2, 2023.

TLM GLMCLM17 04/27/2023 13:06 CURRENT FY 2023

Docket of Claims
Release date from 05/02/2023 thru 05/02/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PITNEY BOWES INC PURCHASE POWER	232214	05/02/2023	04/17/2023			1,000.00	
	Account Number 001-092-607	POSTAGE METER #6095325		Invoice # 0434-6213		P.O. 04/20/2023	Amount	1,000.00
001	C SPIRE WIRELESS	232215	05/02/2023	04/17/2023			1,168.54	
	Account Number 001-001-605	Description COUNCIL CELL PHONE		Invoice # 0030759348		Date 03/31/2023	Amount	47.62
	001-021-605	CITY MGR CELL PHONE		0030759348		03/31/2023		47.62
	001-040-605	ADMIN CELL PHONE		0030759348		03/31/2023		81.95
	001-090-605	BLDG-PLNG CELL PHONES		0030759348		03/31/2023		252.20
	001-090-698	IPAD SERVICE (3)		0030759348		03/31/2023		102.99
	001-094-605	GRANTS CELL PHONES		0030759348		03/31/2023		142.86
	001-161-605	FIRE DEPT CELL PHONES		0030759348		03/31/2023		142.86
	001-170-605	RECREATION CELL PHONES		0030759348		03/31/2023		200.38
	001-205-605	MAINT CELL PHONES		0030759348		03/31/2023		150.06
001	FUELMAN	232218	05/02/2023	04/17/2023			3,755.62	
	Account Number 001-090-525	Description UNL FUEL		Invoice # NP64178747		Date 04/10/2023	Amount	85.72
	001-100-525	UNL FUEL		NP64178747		04/10/2023		3,107.18
	001-161-525	UNL&DSL FUEL		NP64178747		04/10/2023		515.60
	001-170-525	UNL FUEL		NP64178747		04/10/2023		47.12
001	FUELMAN	232220	05/02/2023	04/17/2023			3,780.55	
	Account Number 001-090-525	Description UNL FUEL		Invoice # NP64206035		Date 04/17/2023	Amount	49.38
	001-100-525	UNL FUEL		NP64206035		04/17/2023		2,825.81
	001-161-525	UNL&DSL FUEL		NP64206035		04/17/2023		390.91
	001-170-525	UNL FUEL		NP64206035		04/17/2023		473.35
	001-205-525	UNL FUEL		NP64206035		04/17/2023		41.10
001	RJ YOUNG COMPANY LLC	232222	05/02/2023	04/17/2023			75.55	
	Account Number 001-100-699	Description LEXMARK C4150: BASE FEE		Invoice # INV6274016		Date 04/11/2023	Amount	38.00
	001-100-699	RICHO IM C2500: BASE FEE		INV6274016		04/11/2023		37.55
001	SOUTHERN MS PLANNING & DEV DISTRICT INC	232230	05/02/2023	04/18/2023			41,129.59	
	Account Number 001-680-828	Description LOAN 1472: RETAIL CENTER		Invoice # 04012023		Date 04/01/2023	Amount	41,129.59
001	SBM REPORTING LLC	232231	05/02/2023	04/19/2023			175.00	
	Account Number 001-090-698	Description PLANNING MTG 4/6/23		Invoice # MBI509		Date 04/13/2023	Amount	175.00
001	GLOBALSTAR	232232	05/02/2023	04/19/2023			100.48	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 49272547		Date 04/16/2023	Amount	100.48

TLM GLMCLM17 04/27/2023 13:06 CURRENT FY 2023

Docket of Claims
Release date from 05/02/2023 thru 05/02/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	232233	05/02/2023	04/19/2023		151.25	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-201-633	WM PAYNE 100244006 12/15-2/18	02182023	03/23/2023		105.73	
	001-201-633	WM PAYNE 100244006 2/18-3/18	03182023	03/23/2023		45.52	
001	AGJ SYSTEMS & NETWORKS INC	232243	05/02/2023	04/25/2023		7,113.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-092-606	MAY 2023 MSP-COMLETE CARE	MSP-104096	05/01/2023		6,200.00	
	001-092-606	MAY 2023: MS365 EXC (80)	104178	05/01/2023		400.00	
	001-092-606	MAY 2023: MS365 BUS (34)	104178	05/01/2023		459.00	
	001-092-606	MAY 2023: LITIGATN HOLD (18)	104178	05/01/2023		54.00	
001	BALBINA CALDWELL	232245	05/02/2023	04/25/2023		56.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-010-698	COURT INTERPRETER	04172023	04/17/2023		56.00	
001	BOND TRUCKING LLC	232246	05/02/2023	04/25/2023		2,650.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-092-698	TOW-AUCTION: FIRETRUCK (2)	64689	04/12/2023		1,100.00	
	001-092-698	TOW-AUCTION: COMMAND UNIT	64689	04/12/2023		550.00	
	001-092-698	TOW-AUCTION: 5TN HIGH WTR TRK	64689	04/12/2023		1,000.00	
001	CATALIS COURTS AND LAND RECORDS LLC	232247	05/02/2023	04/25/2023		1,495.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-010-698	APR 2023 COURT SUPPORT	INV4324689	04/12/2023		1,495.00	
001	JONATHAN K FORD	232248	05/02/2023	04/25/2023		200.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM ADV: NFPA 1002	05152023	04/20/2023		200.00	
001	GAUTIER FAMILY CLINIC LLC	232249	05/02/2023	04/25/2023		240.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-022-604	PRE EMP DRUG SCREEN: KING,S	04182023	04/18/2023		20.00	
	001-022-604	PRE EMP PHYSICAL: KING,S	04182023	04/18/2023		100.00	
	001-022-604	PRE EMP DRUG SCRN: BOLDER,L	04192023	04/19/2023		20.00	
	001-022-604	PRE EMP PHYSICAL: BOLDER,L	04192023	04/19/2023		100.00	
001	SCOTT INSURANCE SERVICES LLC	232250	05/02/2023	04/25/2023		1,750.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	001-092-625	SURETY BOND: VAUGHAN	46772	04/10/2023		250.00	
	001-092-625	SURETY BOND: GOLLOTT	46773	04/10/2023		250.00	
	001-092-625	SURETY BOND: ANDERSON	46774	04/10/2023		250.00	
	001-092-625	SURETY BOND: ELBIN	46775	04/10/2023		250.00	
	001-092-625	SURETY BOND: COLLEDGE	46776	04/10/2023		250.00	
	001-092-625	SURETY BOND: GEORGE	46777	04/10/2023		250.00	
	001-092-625	SURETY BOND: JACKSON	46778	04/10/2023		250.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DEPT PUBLIC SAFETY Account Number 001-100-699	232254	05/02/2023	04/25/2023	Invoice # 90130184	Date 04/14/2023	P.O. Amount	120.00 120.00
001	AT&T Account Number 001-100-699	232255	05/02/2023	04/25/2023	Invoice # 2284970262	Date 04/14/2023	P.O. Amount	35.64 35.64
001	RJ YOUNG COMPANY LLC Account Number 001-092-698	232257	05/02/2023	04/25/2023	Invoice # INV6281500	Date 04/17/2023	P.O. Amount	470.88 470.88
001	RJ YOUNG COMPANY LLC Account Number 001-161-698	232258	05/02/2023	04/25/2023	Invoice # INV6290192	Date 04/20/2023	P.O. Amount	128.73 113.14 7.59 8.00
001	FUELMAN Account Number 001-090-525	232265	05/02/2023	04/25/2023	Invoice # NP64235595	Date 04/24/2023	P.O. Amount	4,195.60 241.95 61.51 3,188.58 398.41 158.01 147.14
001	HUEY P STOCKSTILL LLC Account Number 001-201-576	232267	05/02/2023	04/25/2023	Invoice # 57605	Date 04/20/2023	P.O. Amount	231.84 231.84
001	SEYMOUR ENGINEERING PLLC Account Number 001-092-603	232272	05/02/2023	04/26/2023	Invoice # 8749	Date 04/25/2023	P.O. Amount	6,185.00 6,185.00
001	AT&T Account Number 001-092-605	232281	05/02/2023	04/26/2023	Invoice # 2284978000	Date 04/14/2023	P.O. Amount	4,724.66 4,724.66
001	SPARKLIGHT Account Number 001-161-698	232282	05/02/2023	04/26/2023	Invoice # 04232023	Date 04/23/2023	P.O. Amount	95.41 95.41
001	SPARKLIGHT Account Number 001-161-698	232283	05/02/2023	04/26/2023	Invoice # 04232023	Date 04/23/2023	P.O. Amount	85.46 85.46

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	232284	05/02/2023	04/26/2023	Invoice # 04232023	P.O. 04/23/2023	85.46	85.46
	Account Number 001-161-698	DESCRIPTION MAY 2023: NFD #122024383						
001	SPARKLIGHT	232285	05/02/2023	04/26/2023	Invoice # 04232023	P.O. 04/23/2023	230.88	230.88
	Account Number 001-170-698	DESCRIPTION MAY 2023: BACOT #135939403						
001	SINGING RIVER ELECTRIC COOPERATIVE	232289	05/02/2023	04/26/2023	Invoice # 04152023	P.O. 04/21/2023	817.15	817.15
	Account Number 001-161-631	BROWN FD 95237002						
	Account Number 001-161-631	MARTIN BLUFF FD 58380001						566.54
	Account Number 001-201-629	SIGNAL LIGHTS 17546						175.72
	Account Number 001-092-631	CITY LIMIT SIGN 17546						38.96
								35.93
001	REYNOLDS WHOLESALE CO	232302	05/02/2023	04/26/2023	Invoice # 74257	P.O. 04/11/2023	76.00	76.00
	Account Number 001-170-513	CS/24 BAGS PRE-MIX POPCORN (2)						
001	MURRAY'S NURSERY	232305	05/02/2023	04/26/2023	Invoice # 5629	P.O. 04/12/2023	132.00	132.00
	Account Number 001-170-520	VARIATED PITTSBORUM 3G (6)						
	Account Number 001-170-520	SASANQUA 3G (3)						87.00
								45.00
001	SINGING RIVER PAINT & BODY	232306	05/02/2023	04/26/2023	Invoice # 22803	P.O. 04/24/2023	2,127.51	2,127.51
	Account Number 001-100-638	OEM PARTS/PAINT/MATLS: #12803						
	Account Number 001-100-638	REPAIR/PAINT: #12803						1,696.30
								431.21
001	OFFICE DEPOT 1104	232309	05/02/2023	04/26/2023	Invoice # 3062118570	P.O. 04/05/2023	599.99	599.99
	Account Number 001-170-704	BRO MFCL8905CDW PRINTER						
001	AMERICAN ANIMAL CRUELTY	232312	05/02/2023	04/26/2023	Invoice # 23069	P.O. 04/13/2023	550.00	550.00
	Account Number 001-100-681	ACO CERT MOD-A: CARTWRIGHT, D						
001	COASTAL CLEANING SERVICES LLC	232313	05/02/2023	04/26/2023	Invoice # 1255271	P.O. 04/19/2023	1,662.45	1,662.45
	Account Number 001-100-635	SOFT WASH BUILDING EXT: GPD						
	Account Number 001-100-635	CEMENT CLEANING: GPD						1,120.50
	Account Number 001-100-635	EXTERIOR WINDOW CLNG: GPD						427.95
								114.00
001	JBP TRAINING LLC	232314	05/02/2023	04/26/2023	Invoice # 04122023	P.O. 04/12/2023	395.00	395.00
	Account Number 001-100-681	IAED BASIC COMM: BRODERICK, J						

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Invoice #	Check Number	Claim Amount	Approved/Disapproved
001	AUDIOWAVE INC Account Number 001-100-638	232327	05/02/2023	04/26/2023	LABOR: REMV EQUIP 6 UNITS A 56363	04/17/2023	1,300.00 Amount	1,300.00
001	PITTMAN HOWDESHELL PLLC Account Number 001-060-602	232329	05/02/2023	04/27/2023	LEGAL SERV:SR MALL PROPERTY 1232	04/27/2023	1,000.00 Amount	1,000.00
FUND TOTAL	1 Claims	43 Total	96,221.26	Manual	Checks	Held	Total	96,221.26

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Check Number	Claim Amount	Approved/Disapproved
130	MICHAEL BAKER INTERNATIONAL Account Number 130-130-763	232261	05/02/2023	04/25/2023		3,900.03	
		Description CONST ENG & INS: #19	Invoice # 1177106	Date 04/19/2023	P.O.	Amount 3,900.03	
FUND TOTAL	130 Claims	Checks	1 Total	3,900.03 Manual	Held	Total	3,900.03

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Check Number	Claim Amount	Approved/Disapproved
156	MID SOUTH UNIFORM & SUPPLY INC Account Number 156-100-799 156-100-799	232303	05/02/2023	04/26/2023 Invoice # 4X4-5 PATCH PRODUCTION (1000) 638407 SHIPPING	Date 04/06/2023 P.O. 230609 230609	2,380.00 Amount 2,360.00 20.00	
156	SOUTHERN STATE K9 LLC Account Number 156-100-799	232320	05/02/2023	04/26/2023 Invoice # K9 HANDLER CERT: MCQUAGGE 2023-13	Date 04/22/2023 P.O. 230746	4,500.00 Amount 4,500.00	
156	AGJ SYSTEMS & NETWORKS INC Account Number 156-100-799	232325	05/02/2023	04/26/2023 Invoice # LABOR: INSTL BUS CLASS WIFI 103970	Date 04/14/2023 P.O. 230625	2,731.25 Amount 2,731.25	
156	AUDIOWAVE INC Account Number 156-100-799 156-100-799	232328	05/02/2023	04/26/2023 Invoice # LABOR INSTALL EQUIPT: #18409 A 56436 SHOP SUPPLIES	Date 04/10/2023 P.O. 230672 230672	2,340.00 Amount 2,140.00 200.00	
FUND TOTAL 156 Claims		4	Total	11,951.25	Manual	Held	Total 11,951.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Check Number	Claim Amount	Approved/Disapproved
157	MID SOUTH UNIFORM & SUPPLY INC	232304	05/02/2023	04/26/2023	Invoice #	9,633.07	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	157-100-799	SENTRY LS SHIRT NCV (10)	637191	02/27/2023	230439	593.60	
	157-100-799	PATCH GPD (77)	637191	02/27/2023	230439	77.00	
	157-100-799	SS FLEXRSKIN BASE SHIRT (12)	637191	02/27/2023	230439	845.04	
	157-100-799	SGT CHEV - 3.5" (13)	637191	02/27/2023	230439	37.83	
	157-100-799	FREIGHT	637191	02/27/2023	230439	25.00	
	157-100-799	PANT SENTRY NCV (15)	637192	02/27/2023	230439	820.65	
	157-100-799	NAVY 1" BRAID (7)	637192	02/27/2023	230439	31.50	
	157-100-799	BRAID OLD GOLD (6)	637192	02/27/2023	230439	28.50	
	157-100-799	SENTRY SS SHIRT NCV (29)	637192	02/27/2023	230439	1,617.91	
	157-100-799	SENTRY LS SHIRT NCV (27)	637192	02/27/2023	230439	1,602.72	
	157-100-799	FLEXRS COVERT TAC PANT (24)	637192	02/27/2023	230439	2,380.08	
	157-100-799	SGT CHEV - 3.5" (18)	637192	02/27/2023	230439	52.38	
	157-100-799	SENTRY LS SHIRT NCV	637507	03/09/2023	230439	59.36	
	157-100-799	PATCH GPD (19)	637507	03/09/2023	230439	19.00	
	157-100-799	LS FLEXRSKIN BASE SHIRT (18)	637507	03/09/2023	230439	1,417.50	
	157-100-799	FREIGHT	637507	03/09/2023	230439	25.00	
FUND TOTAL	157 Claims	Checks	1 Total	9,633.07 Manual	Held	Total	9,633.07

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Check Number	Claim Amount	Approved/Disapproved
171	ULINE INC	232319	05/02/2023	04/26/2023		1,412.78	
	Account Number	Description	Invoice #	Date	P.O.	Amount	
	171-176-779	SS GRID BIKE RACK (2)	161989478	04/04/2023	230714	700.00	
	171-176-779	6' WOOD-STL PICNIC TABLE	161989478	04/04/2023	230714	595.00	
	171-176-779	SHIPPING: SHEPARD ST PARK	161989478	04/04/2023	230714	117.78	
FUND TOTAL	171 Claims	Checks	1 Total	1,412.78	Manual	Held	Total 1,412.78

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BAY ICE COMPANY INC Account Number 176-170-699	232213	05/02/2023	04/17/2023	Invoice # 674743	Date 03/31/2023	P.O. Amount	50.00
			MAR 2023 BOX RENTAL FEE					50.00
176	C SPIRE WIRELESS Account Number 176-170-605	232216	05/02/2023	04/17/2023	Invoice # 0030759348	Date 03/31/2023	P.O. Amount	51.82
			CELL PHONE					51.82
176	AD2 INC Account Number 176-170-699 176-170-699 176-170-699	232251	05/02/2023	04/25/2023	Invoice # 3966 3966 3966	Date 04/15/2023 04/15/2023 04/15/2023	P.O. Amount	655.00
			HOSTING FEE APR 2023					36.50
			SHOPPING CART					268.50
			WEB SITE MAINT 3/15-4/14/23					350.00
176	AT&T Account Number 176-170-605	232259	05/02/2023	04/25/2023	Invoice # 2284972244	Date 04/14/2023	P.O. Amount	542.40
			MTHLY SERVICE 2 LINES					542.40
176	SPARKLIGHT Account Number 176-170-699	232386	05/02/2023	04/26/2023	Invoice # 04232023	Date 04/23/2023	P.O. Amount	127.95
			MAY 2023: SSP#136075116					127.95
176	SPARKLIGHT Account Number 176-170-699	232331	05/02/2023	04/27/2023	Invoice # 04202023	Date 04/20/2023	P.O. Amount	256.89
			MAY 2023:SSP INET#132698937					256.89
FUND TOTAL 176 Claims	to	Checks	6 Total	1,684.06	Manual	Held	Total	1,684.06

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Check Number	Claim Amount	Approved/Disapproved
177	SEYMOUR ENGINEERING PLLC Account Number 177-176-762	232271	05/02/2023	04/26/2023		13,760.00	
		ENG DESIGN/BIDDING 20%		Invoice # 8747	Date 04/25/2023	Amount 13,760.00	
FUND TOTAL 177 Claims	to	Checks	1 Total	13,760.00 Manual	Held	Total	13,760.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
252	FIRST NATIONAL BANK TRUST DEPT Account Number 252-680-811	232211	05/02/2023	04/17/2023	Invoice # 06012022	Date 04/15/2023	P.O. Amount 76,531.25	
FUND TOTAL 252 Claims	to	Checks	1 Total	76,531.25	Manual	Held	Total	76,531.25

Release date from 05/02/2023 thru 05/02/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	FLETCHER CONSTRUCTION CO INC Account Number 304-510-755	232268	05/02/2023	04/26/2023	Invoice # 3	Date 04/25/2023 P.O.	355,095.75 Amount	355,095.75
		AMPHITHEATER CONST 24%						
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-763	232269	05/02/2023	04/26/2023	Invoice # 9856	Date 04/25/2023 P.O.	19,675.00 Amount	19,675.00
		TO #6: AMPHITHEATER						
FUND TOTAL	304 Claims	Checks	2 Total	374,770.75	Manual	Held	Total	374,770.75

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	232270	05/02/2023	04/26/2023	Invoice # 8746	Date 04/25/2023	17,600.00 Amount	
		CONST ADMIN/RPR	30%					
FUND TOTAL 361 Claims	to	Checks	1 Total	17,600.00	Manual		Held	Total 17,600.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Check Number	Claim Amount	Approved/Disapproved
400	2018-2019 BOND DEBT SERVICE FUND Account Number 400-900-950	232208	05/02/2023	04/17/2023	05/01/2023	24,000.00	24,000.00
		DESCRIPTION MAY 2023: 2018 BOND DS		INVOICE # 05012023	P.O.	Amount	
400	2018-2019 BOND DEBT SERVICE FUND Account Number 400-900-950	232209	05/02/2023	04/17/2023	05/01/2023	32,000.00	32,000.00
		DESCRIPTION MAY 2023: 2019 BOND DS		INVOICE # 05012023	P.O.	Amount	
400	COG DEPOSITORY ACCOUNT Account Number 400-680-821 400-680-822 400-680-823 400-680-824 400-680-825	232210	05/02/2023	04/17/2023	04/10/2023	43,427.11	7,877.45 10,948.67 9,019.22 2,149.95 3,765.83 9,665.99
		DESCRIPTION ST LNS #3 90/57 SWR ST LNS #4 90/57 WTR ST LNS #4 90/57 SWR ST LNS #5 ALLEN RD ST LNS #6 OLD SPAN TR ST LNS #7 OLD SPAN TR		INVOICE # 04102023 04102023 04102023 04102023 04102023 04102023	P.O.	Amount	
400	COGENT STRATEGIES LLC Account Number 400-650-601 400-650-601	232212	05/02/2023	04/17/2023	04/13/2023	7,539.62	7,500.00 39.62
		DESCRIPTION PROF FEES: 04/6/23-05/5/23 TAXI CABS/UBERS - LOCAL		INVOICE # 3036 3036	P.O.	Amount	
400	C SPIRE WIRELESS Account Number 400-650-605	232217	05/02/2023	04/17/2023	03/31/2023	47.62	47.62
		DESCRIPTION CELL PHONE		INVOICE # 0030759348	P.O.	Amount	
400	FUELMAN Account Number 400-650-525	232219	05/02/2023	04/17/2023	04/10/2023	172.83	172.83
		DESCRIPTION UNL FUEL		INVOICE # NP64178747	P.O.	Amount	
400	FUELMAN Account Number 400-650-525	232221	05/02/2023	04/17/2023	04/17/2023	223.09	223.09
		DESCRIPTION UNL FUEL		INVOICE # NP64206035	P.O.	Amount	
400	ANSER Account Number 400-650-698 400-650-698	232252	05/02/2023	04/25/2023	04/12/2023	665.88	500.00 165.88
		DESCRIPTION BASE RATE: 4/12-5/09/23 593 AGENT MTS: 3/15-4/11/23		INVOICE # 277-041223 277-041223	P.O.	Amount	
400	MISSION COMMUNICATIONS LLC Account Number 400-651-698 400-651-698 400-651-698 400-651-698 400-651-698 400-651-698 400-651-698 400-651-698	232253	05/02/2023	04/25/2023	04/06/2023	13,470.00	599.40 599.40 599.40 599.40 371.40 419.40 371.40 371.40 599.40
		DESCRIPTION RENEWAL: DARTMOUTH LS RENEWAL: JOHNSTON LS RENEWAL: BUCKS RD LS RENEWAL: GRAVELINE LS RENEWAL: WESTGATE LS RENEWAL: OST (CSX) LS RENEWAL: BROWN RD LS RENEWAL: ROBINSON STILL LS RENEWAL: #26 OST LS		INVOICE # 1074969 1074969 1074969 1074969 1074969 1074969 1074969 1074969 1074969	P.O.	Amount	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MISSION COMMUNICATIONS LLC	232253	05/02/2023	04/25/2023		P.O.	13,470.00	(CONTINUED)
	Account Number	Description	Invoice #	Invoice Date			Amount	
	400-651-698	RENEWAL: #14 LS	1074969	04/06/2023			599.40	
	400-651-698	RENEWAL: M BLUFF LS	1074969	04/06/2023			599.40	
	400-651-698	RENEWAL: STANFIELD LS	1074969	04/06/2023			371.40	
	400-651-698	RENEWAL: KINGFISHER LS	1074969	04/06/2023			371.40	
	400-651-698	RENEWAL: ENARCH LS	1074969	04/06/2023			371.40	
	400-651-698	RENEWAL: HASTINGS LS	1074969	04/06/2023			371.40	
	400-651-698	RENEWAL: FARIGUT LAKE LS	1074969	04/06/2023			371.40	
	400-651-698	RENEWAL: LARK LS	1074969	04/06/2023			371.40	
	400-651-698	RENEWAL: SINGING PINE LS	1074969	04/06/2023			371.40	
	400-651-698	RENEWAL: FISH HAWK LS	1074969	04/06/2023			371.40	
	400-651-698	RENEWAL: HOME OF GRACE LS	1074969	04/06/2023			371.40	
	400-651-698	RENEWAL: WHITEWOOD LS	1074969	04/06/2023			371.40	
	400-651-698	RENEWAL: GREYCLIFFE LS	1074969	04/06/2023			599.40	
	400-651-698	RENEWAL: SPANISH OAK LS	1074969	04/06/2023			371.40	
	400-651-698	RENEWAL: KINGSLEA LS	1074969	04/06/2023			371.40	
	400-651-698	RENEWAL: MAGNOLIA BLUFF LS	1074969	04/06/2023			599.40	
	400-651-698	RENEWAL: COTTITA LS	1074969	04/06/2023			371.40	
	400-651-698	RENEWAL: BROOKSIDE LS	1074969	04/06/2023			599.40	
	400-651-698	RENEWAL: FAIRWAY LS	1074969	04/06/2023			371.40	
	400-651-698	RENEWAL: TIMBER LANE LS	1074969	04/06/2023			371.40	
	400-651-698	RENEWAL: MEADOWDALE LS	1074969	04/06/2023			371.40	
400	AT&T	232260	05/02/2023	04/25/2023		P.O.	78.53	
	Account Number	Description	Invoice #	Invoice Date			Amount	
	400-650-605	MONTHLY SERVICE	2284975234	04/14/2023			78.53	
400	RJ YOUNG COMPANY LLC	232262	05/02/2023	04/25/2023		P.O.	236.44	
	Account Number	Description	Invoice #	Invoice Date			Amount	
	400-650-698	GS1100-01 RENTAL FEE	INV6281501	04/17/2023			166.49	
	400-650-698	IM C4500 USAGE:B/W	INV6281501	04/17/2023			12.22	
	400-650-698	IM C4500 USAGE:COLOR	INV6281501	04/17/2023			57.73	
400	HUEY P STOCKSTILL LLC	232263	05/02/2023	04/25/2023		P.O.	1,902.56	
	Account Number	Description	Invoice #	Invoice Date			Amount	
	400-651-683	3.75 TN ASPHALT: AUBIN	57377	04/14/2023			345.00	
	400-651-585	3.43 TN ASPHALT: WTR/SWR PRJS	57377	04/14/2023			315.56	
	400-651-683	3.45 TN ASPHALT: MULT PRJS	57377	04/14/2023			317.40	
	400-651-683	5.0 TN ASPHALT: WESTGATE	57605	04/20/2023			460.00	
	400-651-683	5.05 TN ASPHALT: OAK	57605	04/20/2023			464.60	
400	SINGING RIVER ELECTRIC COOPERATIVE	232264	05/02/2023	04/25/2023		P.O.	2,759.86	
	Account Number	Description	Invoice #	Invoice Date			Amount	
	400-651-631	CARTER RD WTR TANK 109812001	04152023	04/21/2023			31.15	
	400-651-631	LIFT STATIONS 20649	04152023	04/21/2023			1,144.09	
	400-651-631	LIFT STATIONS 28779	04152023	04/21/2023			100.64	
	400-651-631	LIFT STATIONS 20688	04122023	04/19/2023			229.62	
	400-651-631	SCHOONER WELL 20688	04122023	04/19/2023			1,254.36	

Fund	Name of Claimant	Trans #	Description	Release Date	Claim Date	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN Account Number 400-650-525	232266	UNL FUEL	05/02/2023	04/25/2023 Invoice # NP64235595	P.O. 04/24/2023	154.28 Amount	154.28
400	SEYMOUR ENGINEERING PLLC Account Number 400-651-603	232273	BIDDING PKG: HEADSTART PROJ	05/02/2023	04/26/2023 Invoice # 8748	P.O. 04/25/2023	5,000.00 Amount	5,000.00
400	SPARKLIGHT Account Number 400-650-698	232287	MAY 2023: UTILITY #107663106	05/02/2023	04/26/2023 Invoice # 04232023	P.O. 04/23/2023	106.55 Amount	106.55
400	JACKSON COUNTY UTILITY AUTHORITY Account Number 400-651-668	232288	MAY 2023 TREATMENT CHGS	05/02/2023	04/26/2023 Invoice # 2127	P.O. 05/01/2023	238,372.00 Amount	238,372.00
400	SOUTHERN PIPE & SUPPLY CO INC Account Number 400-651-683	232307	58X36 ARCH REIN CON PIPE(16)	05/02/2023	04/26/2023 Invoice # 7440088-00	P.O. 04/06/2023	9,654.18 Amount	4,020.00
			FREIGHT: 3514 JO BETH TERRACE		7440088-00	230315	800.00	800.00
			2" THRD MJ MS DIRECT METER(3)		7791982-01	230652	1,794.18	1,794.18
			15" COR PLASTIC PIPE (200')		7841463-00	230690	3,040.00	3,040.00
400	GIBSON ELECTRIC MOTOR SALES & SERV INC Account Number 400-651-584	232308	BC161250 CAPACITORS (15): LS	05/02/2023	04/26/2023 Invoice # 45992	P.O. 04/13/2023	190.05 Amount	190.05
400	COAST CHLORINATOR & PUMP CO INC Account Number 400-651-581	232310	1HP BOOSTER PUMP: OFF WELL	05/02/2023	04/26/2023 Invoice # 75664	P.O. 04/12/2023	1,653.60 Amount	2,067.00
			20% DISCOUNT ON PURCHASE		75664	230742	-413.40	-413.40
400	BAY MOTOR WINDING INC Account Number 400-651-584	232311	INSPECT/REBUILD: ENARC LS	05/02/2023	04/26/2023 Invoice # 0124681	P.O. 04/14/2023	2,795.00 Amount	2,310.00
			MACHINE WORK: ENARC LS		0124681	230720	485.00	485.00
400	STAPLES BUSINESS ADVANTAGE DEPT Account Number 400-650-500	232317	ATL LEXMARK BLK TONER CART	05/02/2023	04/26/2023 Invoice # 3534928448	P.O. 04/04/2023	195.54 Amount	92.55
			LEXMARK B221H00 HY CART		3535421313	230731	102.99	102.99
400	BMW PUMP & EQUIPMENT LLC Account Number 400-651-584	232321	8203 STATOR/LINER ASSY (5)	05/02/2023	04/26/2023 Invoice # 3131	P.O. 04/14/2023	471.65 Amount	471.65
400	CC LYNCH AND ASSOCIATES INC Account Number 400-651-583	232322	CIPER WTR DATA MGT S-WARE (3)	05/02/2023	04/26/2023 Invoice # 230741	P.O. 04/19/2023	1,493.00 Amount	1,080.00
			1YR ICELL SUBSCRIPTION (3)		230741	230661	360.00	360.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CC LYNCH AND ASSOCIATES INC Account Number 400-651-583	232322	05/02/2023	04/26/2023	Invoice # 230741	Date 04/19/2023	P.O. 230661	1,493.00 (CONTINUED) Amount 53.00
400	BLADES GROUP LLC Account Number 400-651-585	232326	05/02/2023	04/26/2023	Invoice # 18041331	Date 04/05/2023	P.O. 230679	2,356.00 Amount 2,356.00
400	SINGING RIVER ELECTRIC COOPERATIVE Account Number 400-651-631 400-651-631 400-651-631 400-651-631	232330	05/02/2023	04/27/2023	Invoice # 04172023 04172023 04172023 04172023	Date 04/24/2023 04/24/2023 04/24/2023 04/24/2023	P.O. P.O. P.O. P.O.	6,001.25 Amount 77.66 30.00 3,141.69 2,751.90
FUND TOTAL 400 Claims		to	Checks	26 Total	394,966.64 Manual	Held	Total	394,966.64

SUMMARY OF ALL FUNDS									
FUND 1 Claims	to	Checks	43 Total	96,221.26	Manual	Held	Total	96,221.26	
FUND 130 Claims	to	Checks	1 Total	3,900.03	Manual	Held	Total	3,900.03	
FUND 156 Claims	to	Checks	4 Total	11,951.25	Manual	Held	Total	11,951.25	
FUND 157 Claims	to	Checks	1 Total	9,633.07	Manual	Held	Total	9,633.07	
FUND 171 Claims	to	Checks	1 Total	1,412.78	Manual	Held	Total	1,412.78	
FUND 176 Claims	to	Checks	6 Total	1,684.06	Manual	Held	Total	1,684.06	
FUND 177 Claims	to	Checks	1 Total	13,760.00	Manual	Held	Total	13,760.00	
FUND 252 Claims	to	Checks	1 Total	76,531.25	Manual	Held	Total	76,531.25	
FUND 304 Claims	to	Checks	2 Total	374,770.75	Manual	Held	Total	374,770.75	
FUND 361 Claims	to	Checks	1 Total	17,600.00	Manual	Held	Total	17,600.00	
FUND 400 Claims	to	Checks	26 Total	394,966.64	Manual	Held	Total	394,966.64	
Total for all Funds			87 Total	1,002,431.09	Manual	Held	Total	1,002,431.09	

Councilman Colledge made the motion to approve consent agenda items 1- 6, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 271-2023

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-6 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 Colledge**, seconded by **Councilman George**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 2, 2023.

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

ORDER NUMBER 272-2023

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 April 18, 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 Colledge**, seconded by **Councilman George**, and the following vote was recorded:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 2, 2023.

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

ORDER NUMBER 273-2023

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 May 2023 in the amount of \$13,183.09 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 Colledge**, seconded by **Councilman George**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 2, 2023.

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

RESOLUTION NUMBER 206-2023

WHEREAS, College Park Elementary requests to waive the \$100 deposit and \$300.00 rental fee for the use of the Gautier Senior Center on May 8th and May 22nd; and

WHEREAS, College Park Elementary is in need of a location to host a retirement and staff end of the year party; and

WHEREAS, pursuant to Miss. Code Ann. Section 21-17-1, the governing authorities of any municipality may, in its discretion, donate funds to a public school district located in the municipality for the promotion of educational programs of the district; and

WHEREAS, the City Council hereby finds that the above field trip promotes the educational programs of the Pascagoula-Gautier School District;

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by College Park Elementary to waive the \$100 deposit and \$300 Gautier Senior Center rental fee required for the College Park Elementary's retirement party on May 8th and staff end of year party on May 22nd, 2023 is hereby approved and authorized;

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 2, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 04/25/2023
Subject: Approval to waive the deposit in the amount of (\$100.00) and rental fee in the amount of (\$300.00) for the use of the Gautier Senior Center for College Park Elementary School for a retirement party and staff end of year party.

REQUEST:

The Recreation Department has received a request from College Park Elementary to waive the deposit in the amount of (\$100.00) and rental fee in the amount of (\$300.00) for the use of the Gautier Senior Center on May 8th and May 20th to host a retirement party and staff end of the year party for College Park Elementary.

BACKGROUND:

College Park Elementary is in the process of planning a retirement and staff end of year party for College Park and is in need of a location to host this event.

DISCUSSION:

To make this celebration a success, College Park Elementary is in need of a location to host this worthwhile event. College Park Elementary is in the Pascagoula-Gautier District (PGSD) that has campuses that serve the cities of Gautier and Pascagoula, MS.

RECOMMENDATION:

The Recreation Department recommends that City Council waive the deposit in the amount of (\$100.00) and rental fee in the amount of (\$300.00) for the Gautier Senior Center for College Park Elementary on May 8th and May 20th to host a retirement party and staff end of the year party.

The City Council may:

1. Approve to waive the deposit in the amount of (\$100.00) and rental fee in the amount of (\$300.00) for the Gautier Senior Center for College Park Elementary on May 8th and May 20th to host a retirement party and staff end of the year party. or
2. Not approve to waive the deposit in the amount of (\$100.00) and rental fee in the amount of (\$300.00) for the Gautier Senior Center for College Park Elementary on May 8th and May 20th to host a retirement party and staff end of the year party.

ATTACHMENTS:

1. College Park- Gautier Senior Center



COLLEGE PARK ELEMENTARY SCHOOL

2617 Ladnier Road
Gautier, Mississippi 39553
Office 228-522-8829
Fax 228-522-8830
Website <http://pgsd.ms>



April 25, 2023

Dear City of Gautier,

We are excited to celebrate the end of another successful school year at College Park Elementary. All year we recognize and celebrate our students, and now it's time to do the same for our hard working staff members. We are requesting the use of the Gautier Senior Center at George Martin Park for two separate events. We appreciate your time and consideration for the use of this facility. Details of each event are as follows:

College Park Retirement Reception

Monday, May 8, 2023 from 3:30 until 5:30 PM. We are expecting about 100 people to help us celebrate the retirement and professional accomplishments of three staff members. We would like an hour or two before the event to set up if possible.

College Park Staff End of the Year Party

Monday, May 22, 2023 from 3:30 until 5:30 PM. We are expecting about 50 people to help us celebrate the end of the school year. We would like an hour or two before the event to set up if possible.

We will leave the facility clean, trash free and in the same condition we found it. Again, we appreciate your consideration and our partnership with the City of Gautier. If you have any questions, please feel free to call, 228-522-8829.

Sincerely,

Suzanne Ros, Principal

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

ORDER NUMBER 274-2023

WHEREAS, the Grants and Projects Department is requesting the authorization to advertise for bids for the Shepard State Park RV Expansion Project; and

WHEREAS, Section 25 of House Bill 1353, 2022 Regular Legislative Session authorized expenditures from the 2022 Local Improvements Projects Fund in an amount not to exceed \$1.5 million to provide funding to assist the City of Gautier in paying costs associated with the expansion of RV sites at Shepard State Park; and

WHEREAS, the funding for this project will upgrade the existing sewer system which includes the installation of an 8-inch sanitary sewer, 15 new manholes, 2 grinder pumps, 10 new RV pads, and 38 new utility pedestals; and

WHEREAS, a pre-bid meeting will be held May 23, 2023, at the office of Seymour Engineering for all prospective bidders; and

WHEREAS, if approved, the advertisement for bids will run in the Sun Herald on May 5 and May 12, 2023, with the bid opening on June 2, 2023, at 11am; and

WHEREAS, the Mayor and Council Members hereby find that advertising for bids on this project is in the best interests of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise for bids for the Shepard State Park RV Expansion Project.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 2, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Grants and Projects Department
Date: April 24, 2023
Subject: Authorization to Advertise for Bid for Shepard State Park RV Expansion Project

REQUEST:

The Grants and Projects Department requests authorization to advertise for bid for the Shepard State Park RV Expansion Project.

BACKGROUND:

Section 25 of House Bill 1353, 2022 Regular Legislative Session authorized expenditures from the 2022 Local Improvements Projects Fund in an amount not to exceed \$1.5 million to provide funding to assist the City of Gautier in paying costs associated with the expansion of RV sites at Shepard State Park.

The funding for this project will upgrade the existing sewer system which includes the installation of an 8-inch sanitary sewer, 15 new manholes, 2 grinder pumps, 10 new RV pads, and 38 new utility pedestals.

DISCUSSION:

If approved, this advertisement will publish in the *Sum Herald* on May 5 and May 12, 2023. A pre-bid meeting will be held on May 23, 2023, at the office of Seymour Engineering for prospective bidders. Bids will be opened at 11 a.m. on June 2, 2023.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize advertisement for bids for the Shepard State Park RV Expansion Project.

The City Council may:

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

ATTACHMENT(S):

1. Advertisement for bids

NOTICE OF INVITATION FOR BID

Notice is hereby given that the City of Gautier, Mississippi, will receive sealed bids at City Hall, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39553 until 10:00 A.M. on Friday, June 2, 2023, and bids will be opened at 11:00 A.M. on Friday, June 2, 2023, at City Hall for the following:

CITY OF GAUTIER SHEPARD STATE PARK EXPANSION

A preconstruction meeting will be held May 23rd at 2:00 pm at Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi

These bids are invited to preform construction of a RV park expansion. This includes installation of 8-inch sanitary sewer, 15 new manholes, 2 grinder pumps, 10 new RV pads, and 38 new utility pedestals. The project will be taking place in Gautier, Mississippi.

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

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

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

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

CITY OF GAUTIER SHEPEARD STATE PARK EXPANSION

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

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2023.

PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER
3330 US-90
GAUTIER, MS 39553

Advertise: May 5, 2023

Advertise: May 12, 2023

Bid Opening: June 2, 2023

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

ORDER NUMBER 275-2023

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 March 2023 are hereby received.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting May 2, 2023.

MAR 2023 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$6,332,636.63
HB1 Modernization Act Funds	Depository Account	002-000-001	\$1,460,085.32
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$2,802,856.24
MDAH School House Grant	Depository Account	030-000-001	\$1,783.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$130,363.79
U S Justice Equitable Sharing	Depository Account	157-000-001	\$88,237.77
Fire Protection Fund	Depository Account	160-000-001	\$296,549.28
Tidelands Grant	Depository Account	171-000-001	\$30,449.39
Library Support Fund	Depository Account	172-000-001	\$9,369.31
Shepard State Park Fund	Depository Account	176-000-001	\$76,219.93
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	\$249,145.50
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$11,556,574.20
General Depository Reconciled Cash Balance			\$11,556,574.20

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	(\$340,120.18)
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,647,343.17
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			\$3,354,785.52
Enterprise Reconciled Cash Balance			\$3,350,939.68

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,303,368.22
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$1,484,409.00
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$354,899.98
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$724,027.65
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$50,627.23
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$50,627.23
MSPAC_TC Park HB1535 Project	Restricted Fund	304-000-004	\$4,009,643.53
SB 2948 Town Commons Funding	Restricted Fund	304-000-005	\$1,003,836.31
SB 2971 Amphitheater-Museum	Restricted Fund	304-000-006	\$1,641,469.00
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$1,325,200.17
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	\$20,650.64
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$323.02
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$3,521,689.24
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$169,453.95
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$255,229.55
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$922,337.87
Total Bond & Restricted Reconciled Cash Balances			\$16,837,792.59

MAR 2023
YEAR TO DATE TOTALS

General Fund Totals

	BUDGET FY 2023	MAR 2023	Balance	50.00% % to date
General Fund Revenues	11,250,849.00	6,805,322.32	4,445,526.68	60.4%
Expenditures:				
001 Legislative	265,541.00	149,086.41	116,454.59	56.1%
010 City Court	340,660.00	161,153.23	179,506.77	47.3%
021 City Manager	336,800.00	117,083.58	219,716.42	34.7%
022 Human Resources	76,928.00	33,978.24	42,949.76	44.1%
040 City Clerk	505,751.00	237,925.86	267,825.14	47.0%
060 City Attorney	160,000.00	70,820.40	89,179.60	44.2%
090 Economic Dev - Planning	521,675.00	248,055.13	273,619.87	47.5%
092 Building & General Expenses	1,321,000.00	587,348.64	733,651.36	44.4%
094 Grants & Project Admin	235,608.00	114,325.84	121,282.16	48.5%
100 Police	3,165,971.00	1,349,200.63	1,816,770.37	42.6%
161 Fire	3,024,807.00	1,456,843.48	1,567,963.52	48.1%
170 Recreation	823,599.00	356,239.22	467,359.78	43.2%
201 PW: Streets	381,300.00	72,514.59	308,785.41	19.0%
205 PW: Maintenance	393,295.00	153,252.56	240,042.44	38.9%
680 Debt Service	87,454.00	46,323.96	41,130.04	52.9%
900 Interfund Transfers	882,540.00	239,566.25	642,973.75	27.1%
General Fund Expenditures	12,522,929.00	5,393,718.02	7,129,210.98	43.0%
<i>Total Operating Expenditures</i>	10,883,155.00	4,976,970.47	5,906,184.53	
<i>Total Capital Outlay Expenditures</i>	579,741.00	93,178.01	486,562.99	
<i>Total Debt Service</i>	177,493.00	84,003.29	93,489.71	
<i>Total Transfers Out</i>	882,540.00	239,566.25	642,973.75	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	12,522,929.00	5,393,718.02	7,129,210.98	
<i>Personnel</i>	7,483,099.00	3,674,255.33	3,808,843.67	
<i>Supplies</i>	749,211.00	261,522.60	487,688.40	
<i>Other Services</i>	2,650,845.00	1,041,192.54	1,609,652.46	
<i>Capital Outlay</i>	579,741.00	93,178.01	486,562.99	
<i>Debt Service</i>	177,493.00	84,003.29	93,489.71	
<i>Interfund Transfers for DS</i>	882,540.00	239,566.25	642,973.75	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	12,522,929.00	5,393,718.02	7,129,210.98	

**MAR 2023
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2023	As of MAR 2023	Balance	50.00% % to date
002 HB1 Modernization Funds				
Revenues	1,123,294.00	519,152.00	604,142.00	46.2%
Expenditures	2,141,730.07	77,502.75	2,064,227.32	3.6%
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	0.00	0.00	0.00	
Expenditures	3,627,788.00	833,844.02	2,793,943.98	22.9%
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	140,374.27	4,741,236.38	2.8%
Expenditures	6,888,697.89	757,739.63	6,130,958.26	10.9%
156 SE MS METRO TASK FORCE				
Revenues	0.00	45,000.00	(45,000.00)	
Expenditures	276,395.10	191,271.40	85,123.70	69.2%
157 US Justice Equitable Sharing				
Revenues	0.00	8,939.72	(8,939.72)	
Expenditures	80,762.65	6,984.60	73,778.05	8.6%
160 Fire Protection Fund				
Revenues	543,000.00	0.00	543,000.00	
Expenditures	679,950.79	41,231.70	638,719.09	6.0%
171 Combined Tidelands Grant				
Revenues	824,870.30	127,865.33	697,004.97	15.5%
Expenditures	819,802.40	92,348.04	727,454.36	11.2%
172 Library Support Fund				
Revenues	126,031.00	101,675.66	24,355.34	80.6%
Expenditures	126,031.00	95,875.00	30,156.00	76.0%
176 Shepard State Park				
Revenues	241,905.00	94,235.62	147,669.38	38.9%
Expenditures	278,715.00	78,664.70	200,050.30	28.2%
177 HB1353 Local Imps: Shepard				
Revenues	0.00	3,350.55	(3,350.55)	
Expenditures	1,500,000.00	19,200.00	1,480,800.00	1.2%
250 2018 W&S Bond Debt Service				
Revenues	288,762.00	144,389.47	144,372.53	50.0%
Expenditures	288,119.00	64,059.38	224,059.62	22.2%

**MAR 2023
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2023	As of MAR 2023	Balance	50.00% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,655.00	10,791.47	(136.47)	101.2%
Expenditures	608.00	0.00	608.00	
252 2019 W&S Bond Debt Service				
Revenues	385,146.00	192,260.37	192,885.63	49.9%
Expenditures	376,638.00	300,106.25	76,531.75	79.6%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,855.00	11,035.13	(180.13)	101.6%
Expenditures	866.00	0.00	866.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	298,257.00	210,140.05	88,116.95	70.4%
Expenditures	298,157.00	226,115.63	72,041.37	75.8%
255 S2020 Refnd GO Bond Debt Service				
Revenues	500,383.00	29,566.25	470,816.75	5.9%
Expenditures	500,383.00	29,566.25	470,816.75	5.9%
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	463,058.47	(204,058.47)	178.7%
Expenditures	8,142,015.35	517,340.22	7,624,675.13	6.3%
305 S2019 MPI GO Bond Construction Fund				
Revenues	1,900.00	2,564.93	(664.93)	134.9%
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	10,066.34	315,497.30	3.0%
Expenditures	5,123,657.43	1,267,601.50	3,856,055.93	24.7%

**MAR 2023
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2023	As of MAR 2023	Balance	50.00% % 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	700,686.88	1,737,979.62	28.7%
Expenditures	2,438,666.50	1,018,340.56	1,420,325.94	41.7%
404 Solid Waste Fund				
Revenues	1,592,640.00	799,436.00	793,204.00	50.1%
Expenditures	1,605,000.00	647,130.33	957,869.67	40.3%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52	0.00	47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	45.00	2,719.23	(2,674.23)	6042.7%
Expenditures	45.00	0.00	45.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	450.00	569.98	(119.98)	126.6%
Expenditures	0.00	0.00	0.00	

**MAR 2023
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2023	MAR 2023	Balance	50.00% % to date
Utility Fund Revenues	9,100,000.00	4,810,678.75	4,289,321.25	52.8%
Administration	3,095,272.00	1,667,377.19	1,427,894.81	53.8%
Water & Sewer O & M	3,976,359.00	1,773,429.90	2,202,929.10	44.5%
Debt Service	1,065,477.00	289,702.04	775,774.96	27.1%
Transfers	1,793,564.00	356,000.00	1,437,564.00	19.8%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	10,130,672.00	4,086,509.13	6,044,162.87	40.3%
<i>Total Operating Expenditures</i>	<i>6,899,631.00</i>	<i>3,384,898.05</i>	<i>3,514,732.95</i>	
<i>Total Capital Outlay Expenditures</i>	<i>172,000.00</i>	<i>55,909.04</i>	<i>116,090.96</i>	
<i>Total Debt Service</i>	<i>1,065,477.00</i>	<i>289,702.04</i>	<i>775,774.96</i>	
<i>Total Interfund Transfers</i>	<i>1,793,564.00</i>	<i>356,000.00</i>	<i>1,437,564.00</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>4,086,509.13</i>	<i>6,044,162.87</i>	
 <i>Personnel</i>	 <i>541,083.00</i>	 <i>267,574.72</i>	 <i>273,508.28</i>	
<i>Supplies</i>	<i>313,000.00</i>	<i>114,345.82</i>	<i>198,654.18</i>	
<i>Other Services</i>	<i>6,045,548.00</i>	<i>3,002,977.51</i>	<i>3,042,570.49</i>	
<i>Capital Outlay</i>	<i>172,000.00</i>	<i>55,909.04</i>	<i>116,090.96</i>	
<i>Debt Service</i>	<i>1,065,477.00</i>	<i>289,702.04</i>	<i>775,774.96</i>	
<i>Interfund Transfers</i>	<i>1,793,564.00</i>	<i>356,000.00</i>	<i>1,437,564.00</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>4,086,509.13</i>	<i>6,044,162.87</i>	

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

ORDER NUMBER 276-2023

WHEREAS, the Jackson County Board of Supervisors has a 2010 Ford Focus Sedan, for which it has no use; and

WHEREAS, the Gautier Planning Department would benefit from the use of this vehicle; and

WHEREAS, the Jackson County Board of Supervisors has offered to donate this vehicle to the City; and

WHEREAS, City Staff desires to accept the vehicle and place it on the city inventory; and

WHEREAS, the Mayor and Council Members find that acceptance of a 2010 Ford Focus Sedan, ICN #59573 and VIN #1FAHP3FNXAW206577 is in the best interest of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the above-described 2010 Ford Focus Sedan from Jackson County Board of Supervisors is hereby authorized and approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 2, 2023.



NICK ELMORE
JACKSON COUNTY ASSESSOR

PO Box 998 | 2915 Canty Street | Pascagoula, MS 39568
Phone: 228.769.3070 | Fax: 228.769.3133

February 10, 2023

Subject: Donation of 2010 Ford Focus sedan to the city of Gautier

- The Jackson county Assessor's Office would like to request one 2010 Ford Focus sedan, ICN#59573 and VIN# 1FAHP3FNXAW206577 to be donated to the City of Gautier and cannot be sold, traded, or exchanged for a period of three years. The subject equipment has been taken out of service in the Assessor's Office and is deemed surplus property.

If any additional information is needed regarding this request, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nick Elmore", with a long horizontal flourish extending to the right.

Nick Elmore
Jackson county Assessor



Mayor: Casey Vaughan
At Large: Adam Colledge
Ward 1: Cameron George
Ward 2: Richard Jackson
Ward 3: Gordon Gollott

CITY OF GAUTIER

Nature's Playground

Ward 4: Rusty Anderson
Ward 5: Dante Elbin
City Manager: Paula Yancey
City Attorney: Josh Danos
City Clerk: Teresa Montgomery

May 2, 2023

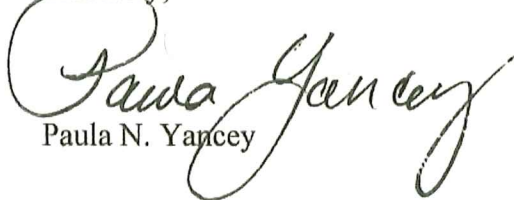
Re: Receive the donation of a 2010 Ford Focus Sedan from Jackson County Tax Assessor's office

Dear Jackson County Board of Supervisors:

The City of Gautier requests the donation of one 2010 Ford Focus Sedan, ICN#59573, VIN#1FAHP3FNXAW206577. The County Tax Assessor's office has indicated that this vehicle is no longer being used and is available for the City of Gautier to acquire.

Thank you in advance for your consideration of this request.

Sincerely,


Paula N. Yancey

Councilman Gollott made the motion to recess until May 16, 2023, at 6:30pm.
Councilman George seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 16, 2023.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

May 16, 2023
Authorization to enter into a Grant Subaward Agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program for funding related to Hwy 90 Sanitary Sewer and Water Lines - Singing River Mall Project

Introduced by:
Contact Person/Telephone

Kim Saucier 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Grant Subaward Agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program for funding related to the Hwy 90 Sanitary Sewer and Water Lines – Singing River Mall 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, this project will consist of the installation of water lines, sewer lines, and new manholes along Highway 90 directly South of the Singing River Mall property; and

WHEREAS, the Jackson County Board of Supervisors has pledged County ARPA funds to assist with the project; and

WHEREAS, the Mayor and Council hereby find that entering the attached grant subaward agreement is in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Grant Subaward Agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program for funding related to the Hwy 90 Sanitary Sewer and Water Lines – Singing River Mall 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 May 16, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kim Saucier, Grants and Projects Director
Date: May 5, 2023
Subject: Grant Subaward Agreement with Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program – Hwy 90 Sanitary Sewer and Water Lines-Singing River Mall Project

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a grant subaward agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Hwy 90 Sanitary Sewer and Water Lines - Singing River Mall Project.

BACKGROUND:

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

The Mississippi Department of Environmental Quality (MDEQ) will manage this program. MDEQ will produce Rules and Regulations as to the administration of the program, disburse funds in accordance with the terms herein to reimburse the costs associated with the implementation of the Citywide Lift Station Upgrades Project.

The Jackson County Board of Supervisors has also pledged County ARPA funds to assist with the project.

DISCUSSION:

This project was one of three submittals to the MCWI Grant Program, and all three projects were awarded. The other two projects were previously awarded in round 1 of the MCWI Grant Program. The Highway 90 Sanitary Sewer and Water Line project consists of the installation of water lines, sewer lines, and new manholes along Highway 90 directly South of the Singing River Mall property.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a grant subaward agreement with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Hwy. 90 Sanitary Sewer and Water Lines - Singing River Mall Project.

City Council may:

1. Approve the grant subaward agreement, as presented; or
2. Not approve the grant subaward agreement, as presented.

ATTACHMENT(S):

1. Grant Agreement

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

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 126-2-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 Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), 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) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

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 “Hwy. 90 Sanitary Sewer and Water Lines - Singing River Mall” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s 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 **\$1,360,995.50**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$605,497.75**;

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 **\$361,747.75**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$243,750.00**;

iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$150,000.00**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$54,439.82**. 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 Five Thousand Four Hundred Ninety-Seven Dollars and Seventy-Five Cents (\$605,497.75)** (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 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

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.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

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 the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under 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 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

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

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:

April Stennett

3330 Hwy. 90

Gautier, MS 39553

Phone: (228) 219-8016

E-mail: astennett@gautier-ms.gov

53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF GAUTIER

Mayor Casey Vaughan
Signature of Authorized Representative

Casey Vaughan
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Hwy. 90 Sanitary Sewer and Water Lines - Singing River Mall

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

The Project consists of installation of water lines, sewer lines, and manholes along Highway 90 directly South of the Singing River Mall.

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. Within 15 days of execution of this Agreement, advertise each construction contract for bids if not already advertised;
- d. 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.

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

May 16, 2023
Authorization to submit an application to the
Mississippi Development Authority for FY2024
Tourism Development Grant Program

Introduced by:
Contact Person/Telephone

Kim Saucier 497-8000 Ext. 315

Summary Explanation: Authorization for the submission of a grant application to the Mississippi Development Authority for FY2024 Tourism Development Grant Program for funding festivals and events.

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 Tourism Development Grant Program supports community festivals and events that promote Mississippi's heritage, culture and unique assets; and

WHEREAS the program encourages regional partnerships in the development and promotion of Mississippi's historic and diverse story; and

WHEREAS, the primary use of grant funds is for advertising and marketing for events that attract overnight visitation; and

WHEREAS, at least 50 percent of the grant must be used for advertising and marketing and events must occur between July 1, 2023 and June 30, 2024; and

WHEREAS, the City is proposing to host a Mardi Gras Tailgate Party before and after the City's Mardi Gras parade with funds to be used for advertising, signage, portable bathroom rentals, a DJ, live music and souvenir beads; and

WHEREAS, the grant request is \$10,000 and the City would be required to provide a match of \$2,750 if awarded; and

WHEREAS, the Mayor and Council Members find that submission of an application for such a grant is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the submission of an application to the Mississippi Development Authority for FY2024 Tourism Development Grant Program is hereby authorized and approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of May 16, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kim Saucier, Grants and Projects Director
Date: May 9, 2023
Subject: MDA Tourism Development Grant Program Application-Mardi Gras Festival (FY2024)

REQUEST:

The Grants and Projects Department requests City Council authorization to submit an application to the Mississippi Development Authority for FY2024 Tourism Development Grant Program for funding festivals and events.

BACKGROUND:

The Tourism Development Grant Program supports community festivals and events that promote Mississippi's heritage, culture, and unique assets. The program encourages regional partnerships in the development and promotion of Mississippi's historic and diverse story. The primary use of grant funds is for advertising and marketing for events that attract overnight visitation. At least 50 percent of the grant must be used for advertising and marketing. Events must occur between July. 1, 2023, and June 30, 2024.

DISCUSSION:

The City is proposing to host a Mardi Gras festival-style tailgate party featuring local food vendors /trucks and entertainment both before and after Gautier's Mardi Gras parade. This event was first started in 2021 by the Mayor and was unfortunately cancelled last year due to inclement weather. This grant application is for funding to grow the Mardi Gras Tailgate Party with funds to be used for advertising, signage, portable bathroom rentals, a DJ, live music, and souvenir beads. The grant request is \$10,000 and the City would be required to provide a match of \$2,750 if awarded.

RECOMMENDATION:

The Grants and Projects Department recommends that the City Council authorize the submission of the Mississippi Development Authority FY2024 Tourism Development Grant Program application for festivals and events funding.

The City Council may:

1. Authorize submission of the application to Mississippi Development Authority FY2024 Tourism Development Grant Program for festival and events funds as presented; or
2. Not authorize the submission of the application to Mississippi Development Authority FY2024 Tourism Development Grant Program for festival and events funds as presented.

ATTACHMENT(S):

1. Application

Visit Mississippi
Tourism Development Grant Application **Fiscal Year 24**
July 1, 2023 – June 30, 2024

Name of Applicant Organization: City of Gautier

If grant is awarded, an employer tax identification number must be supplied.

Mailing Address: 3330 Highway 90

Street or P.O. Box

<u>Gautier</u>	<u>Jackson</u>	<u>MS</u>	<u>39553</u>
City	County	State	Zip

Contact Name: Kim Saucier Signature: _____

Telephone: (228) 497-8000 Ext 315 Fax: (228) 497-8028

Email: ksaucier@gautier-ms.gov

Event Name: Gautier Mardi Gras Tailgate

Event Date(s): Saturday, February 3rd, 2024

Number of years event held prior to July 1, 2023 (if applicable): 1 (1 year was cancelled)

Last year's attendance (if applicable): Last year was cancelled

Did organization receive a FY23 Tourism Development Grant (July 2022-June 2023) No

FY24 Tourism Development Grant – Two submissions per organization. Only one category per application (organization cannot have two applications in the same category)

Please select a category for this application:

Category 1) up to \$5,000 _____

Category 2) \$6,000 to \$10,000 X

Amount Requested for FY24 \$ 10,000

Local Funds Provided \$ 2,750

All Other Funding Sources \$ _____

Total Project Budget \$ 12,750

Number of part-time jobs anticipated. _____

Number of full-time jobs anticipated _____

- 1. Please provide a brief description of the tourism event and the target market/audience, including its location and primary activities. Please limit the description to 25 words.**

The City of Gautier will host a Mardi Gras festival-style tailgate party featuring local food vendors/trucks and entertainment both before and after Gautier's Mardi Gras parade.

- 2. Please provide an estimated direct economic impact of the event (i.e. overnight visitation, anticipated increase in restaurant sales, etc.).**

~Increase in food and beverage sales, as well as fuel and convenience items.

The event will draw visitors from a multi-county region, including Louisiana and Alabama. Mardi Gras events are huge draws to the area, in general. This is a unique event that will attract new visitors.

The venue of the Gautier Mardi Gras Tailgate Party is the Town Center, a multi-phased project including a 7,000+ amphitheater (scheduled completion Spring 2024); public green space; and retail, commercial, and residential space. The parade will travel the entire perimeter of the Town Center.

- 3. Does this event demonstrate collaboration between more than one city, community, county, region, convention and visitors bureau or chamber of commerce? (Yes, No) If yes, please list the communities, counties and/or organizations participating in the event and their respective roles. Preference will be given to events that create regional partnerships/collaborations:**

This event has broad support among area businesses and is supported by the Jackson County Chamber of Commerce.

- 4. How will the event complement the current marketing efforts of Visit Mississippi? (Please visit our Facebook page at <https://www.facebook.com/visitms/>).**

This event fits within multiple Visit Mississippi marketing categories including History & Heritage, Music & Arts, and Events & Festivals. Mardi Gras is unique to this part of the country, and this part of the State. Along the Mississippi Gulf Coast, Mardi Gras is culturally and economically important, and is beginning to draw revelers who normally go to New Orleans and Mobile who are now seeking a safer, more family-friendly venue.

**Visit Mississippi
FY24 Tourism Development Grant Anticipated Media
Breakout Form**

Logo required on all advertising

PRINT MEDIA (Newspaper, Magazine)

Name of Publication	Designated Market Area (city/county)	Net Cost Newspaper	Net Cost Magazine
Gulf Coast Woman	Mississippi Coast		\$1,300
Event "yard"-type signage	Jackson County		\$1,000
Event way-finding signage	Gautier/Event Area		\$750

TOTAL PRINT MEDIA: \$3,050

BROADCAST MEDIA (Radio, TV)

Name of Radio/TV Station	Designated Market Area (city/county)	Net Cost Radio	Net Cost Television

TOTAL BROADCAST MEDIA: \$

Entertainment

Name	Description	Total Cost
DJ	For pre-parade Tailgate	\$1,500
Local Band	Local band for after-parade Tailgate	\$2,000

TOTAL Entertainment: \$3,500

Rental/Other

Company	Description	Total Cost
Custom Mardi Gras Beads	Collectable Mardi Gras beads to give-away with event and date	\$5,000
Portable Bathroom Rentals	5 units	\$1,000

TOTAL Rental/Other: \$6,500

BILLBOARDS

Name of Supplier	Location	Net Space Cost

TOTAL BILLBOARD: \$

INTERNET MEDIA (Social Media and Banner ads)

Source of Placement	Description	Net Cost
Social Media Boosts	Facebook and Instagram	\$200

TOTAL INTERNET MEDIA: \$200

WEB SITE DEVELOPMENT / UPGRADES

Expense Description	Total Cost

Total WEB SITE DEVELOPMENT: \$

TOTAL ADVERTISING/ENTERTAINMENT/RENTAL COSTS: \$12,750

TOTAL TOURISM DEVELOPMENT GRANT FUNDS REQUESTED: \$10,000

THE ADVERTISING/ENTERTAINMENT/RENTAL TOTAL MUST BE EQUAL TO OR MORE THAN THE GRANT AMOUNT REQUESTED.

We realize that media placement plans and associated costs may change. However, knowing the anticipated media plan will assist us in better evaluating the grant application./

May 8, 2023

Re: Mississippi Development Authority Tourism Grant Request

Dear MDA Grant Review Committee:

I am writing this letter in support of the City of Gautier's application for a tourism grant. The funds would cover costs related to a Mardi Gras Tailgate Party in 2024. Mardi Gras events, especially parades, are a significant tourism draw, by nature. Augmenting those events with unique lagniappe, in this case music and food trucks before and afterward, would pull in even more visitors.

The Jackson County Chamber of Commerce values connection, growth, inclusion, leadership, and collaboration. Most community Mardi Gras festivities incorporate our values, and Gautier's party would do so, as well.

Additionally, the city is also working on a multi-phased plan to create a thriving area known as the Town Center, central to the parade route and party space, which ties this request to the economic development going on in Gautier. The Town Center project has received much legislative support in the past couple of years.

As we like to say here at the Chamber, "A rising tide lifts all boats." We know when one of our city's does well, the entire county benefits. Thank you for giving Gautier's tourism grant request your consideration.

Sincerely,



Paige Roberts

President and CEO, Jackson County Chamber of Commerce

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

May 16, 2023
Approval of a request submitted by Gautier High School to have a firework show after graduation.

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Approval of a request submitted by Gautier High School to have a firework show after graduation on May 25, 2023 from 7:30 pm until 8:30 pm.

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, Gautier High School has expressed the desire to have a firework show within the City of Gautier on May 25, 2023 from 7:30 PM until 8:30PM for the High School Graduates;

WHEREAS, a firework show will be presented after the graduation ceremony on the Gautier High School Football Field; and

WHEREAS, the fireworks show shall be provided at no charge to the City; and

WHEREAS, the Fire Marshall recommends approval of the firework show within the Gautier City Limits; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi, find the firework show on May 25, 2023 is in the best interest of the City; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Gautier High School is hereby authorized to have a firework show on May 25, 2023 after Graduation.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of May 16, 2023.



CITY OF GAUTIER APPLICATION FOR SPECIAL EVENT PERMIT

Submit This Form to the City Clerk Office at least ____ days prior to requested event.

(Please print or type all information below)

Event Information:

Date of Event May 25 Day or Week 2023 Starting Time 7:30 AM/PM
Ending Time: 8:30 AM/PM Proposed Location of the Event: GHS football field
Describe the type of event to be conducted: GHS Graduation
Reason for Event, Demonstration or March: graduation, shoot fireworks

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

(Street)

(Direction Turn)

(Street)

1. N/A
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: Gautier High School Phone: 228 522-8783
Address: 4307 Gautier Vancleave Rd Gautier MS 39553
City State Zip

Type of Organization: School Profit: ____ Non-Profit Federal ID# ____
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:

Name: Katie Gilbert Phone (Home): 228 522-8785
Address: 4307 Gautier Vancleave Rd Phone (Work): () ____
City: Gautier State: MS Zip Code: 39553
Position with Organization: ass. start principal

Individual(s) Responsible for keeping order and maintenance:

Name: Roy Tolbert - principal Phone (H): 228 522-8783 (W) () ____
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	☐ Bag Meters	☐ Other
☐ Set Up Barricades	☐ Trash Receptacles/Bag	

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: _____ Date: 5/9/23

FOR OFFICE USE ONLY

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

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
May 16, 2023**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
