

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

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. 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.
2. 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 - July 12th from 9am until 1pm at Gautier's Indoor Sportsplex.
3. Gautier Movie Night, featuring Top Gun: Maverick, will be June 9th starting at 8pm at the former Singing River Mall Property.
4. Family Play Group will begin Tuesday, June 13th from 10am until 12pm at Bacot Park.

IV. Presentation Agenda

1. Mississippi Community Transportation Awareness Day 2023 Proclamation

V. Business Agenda

1. Resolution appointing Mississippi Municipal League 2023 voting delegates

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Approval of the Final Pay Application, Certificate of Substantial Completion, and other closeout documents for the Shepard State Park Kayak and Boat Launch Rehabilitation Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Authorization to prioritize and submit three (3) applications to the Mississippi Department of Marine Resources for FY2025 Tidelands Public Access funding.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. **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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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 Recessed Council Meeting held May 16, 2023**
2. **Receive January 2023 Finance Report**
3. **Receive April 2023 Finance Report**
4. **Designation of Kim Saucier as the Agent for the City of Gautier's Hurricane Zeta projects, and approval of the State-Local Disaster Assistance Agreement**
5. **Designation of Kim Saucier as the Agent for the City of Gautier's Hurricane Ida projects, and approval of the State-Local Disaster Assistance Agreement**
6. **Designation of Kim Saucier as the Agent for the City of Gautier's COVID-19 projects, and approval of the State-Local Disaster Assistance Agreement**
7. **Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event**

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 June 20, 2023
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
June 6, 2023**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **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.**
2. **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.**
3. **Gautier Movie Night, featuring Top Gun: Maverick, will be June 9th starting at 8pm at the former Singing River Mall Property.**
4. **Family Play Group will begin Tuesday, June 13th from 10am until 12pm at Bacot Park.**

NOTES:



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

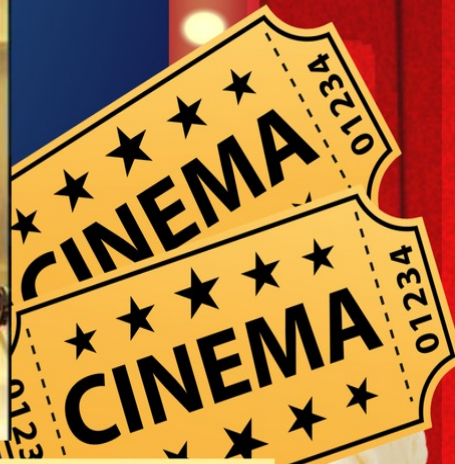
**& Tutoring
AND TOYS**



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
June 6, 2023**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Mississippi Community Transportation Awareness Day 2023 Proclamation

NOTES:



CITY OF GAUTIER PROCLAMATION

**Proclaiming June 15, 2023, as Mississippi Community Transportation Awareness Day
in the City of Gautier, Mississippi**

WHEREAS, the City of Gautier, Mississippi joins in the Mississippi Public Transit Association in recognition of "Mississippi Community Transportation Awareness Day"; and

WHEREAS, this celebration is in conjunction with the American Public Transportation Association (APTA) and community transportation systems across the country in celebration of the National Get on Board Day on June 15, 2023; and

WHEREAS, the City of Gautier, Mississippi, is committed to community transportation to serve the individual needs of transit for workforce development, economic growth, education, healthcare and quality of life needs; and

WHEREAS, the importance of safe affordable community transportation to the people of the state is vital to the well-being and health of the citizens of Gautier; and

WHEREAS, the City of Gautier, Mississippi recognizes that it will collaborate with transportation providers in promoting community transportation and its enhancement in the lives of individuals of *every age* by committing to the following:

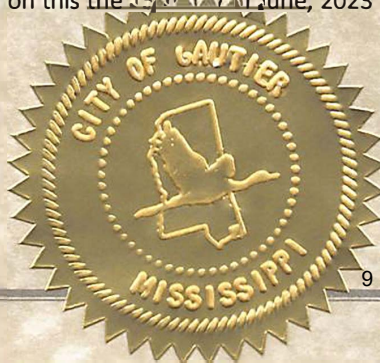
- Secure transportation for our constituents to maintain healthcare needs and employment;
- Promote transportation for community nutritional meal sites and senior activity programs.
- Provide transportation for individuals to educational facilities and meet their quality of life needs.

NOW THEREFORE, WE, Casey Vaughan, Mayor and the Council of the City of Gautier, Mississippi do hereby proclaim June 15, 2023, as

Mississippi Community Transportation Awareness Day 2023

in the City of Gautier, and do hereby urge every resident to join me in taking the time to ride community transportation on this day.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of Gautier, Mississippi to be affixed on this the 15th day of June, 2023



Mayor Casey Vaughan

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

Council Meeting:

June 6, 2023

Title:

**Resolution appointing Mississippi Municipal
League 2023 voting delegates**

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000 Ext. 302

Summary Explanation: Approval of a resolution appointing voting delegates for the Mississippi Municipal League 2023 election to be held at the annual convention on June 27th, 2023 in Biloxi, Mississippi.

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:

RESOLUTION NUMBER 000-2023

RESOLUTION APPOINTING MISSISSIPPI MUNICIPAL LEAGUE 2023 VOTING DELEGATES FOR THE CITY OF GAUTIER

WHEREAS, the Mississippi Municipal League amended the bylaws of the association to provide for a ballot election, to be conducted by the officers of the Mississippi Municipal Clerks and Collectors Association, to be held each year at the summer convention, to elect a Second Vice President from the Southern District; and

WHEREAS, the amended bylaws require the governing authority to designate in its minutes the voting delegate and one alternate to cast the vote for each member municipality.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Members of the Council of the CITY OF GAUTIER as follows:

In accordance with the bylaws of the Mississippi Municipal League, the voting delegate(s) for the 2023 Mississippi Municipal League election to be held at the annual convention on June 27th are as follows:

Voting Delegate:
First Alternate:

That public interest and necessity requiring same, this Resolution shall become effective upon passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by **BLANK**, seconded by **BLANK**, and was adopted by the following vote, to-wit:

AYES:

NAYS:

(SEAL)
ATTEST:

APPROVED:

CITY CLERK

MAYOR

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 6, 2023.



ATTENTION CITY CLERK

MML 2023 Election of MML 2nd Vice President Voting Delegate/Alternates Information

On Tuesday, June 27th, 2023, at the MML Annual Conference, an election will be held to select the MML 2nd Vice President. Each member city in good standing (dues are paid in full by May 15, 2023) must identify a voting delegate, along with an alternate. **The list of qualifying candidates is attached.**

To participate in the election, MML must receive this completed form by June 21, 2023.

Important: All voting delegates & alternates must text the keyword **MMLVote2023** to **888-994-1931** to register as a voting delegate for the 2023 election of MML's 2nd Vice President. Voting delegates will be updated on the status of the election by text message.

City/Town of _____

PLEASE PRINT:

Voting Delegate Name/Title: _____

Cell Phone Number: _____

Alternate Name/Title: _____

Cell Phone Number: _____

IF THE APPOINTED VOTING DELEGATE HAS NOT CAST HIS OR HER VOTE BY 3PM ON TUESDAY, JUNE 27TH, 2023, THE ALTERNATE VOTING DELEGATE WILL AUTOMATICALLY BE ALLOWED TO CAST THE VOTE FOR MML 2ND VICE PRESIDENT.

Return by Mail or Fax to:
The Mississippi Municipal League
600 E. Amite Street, Suite 104
Jackson, Mississippi 39201
OR
FAX: (601) 353-6980

Summary Terms & Conditions: Our mobile text messages are intended for subscribers over the age of 18 and are delivered via USA toll free number 8889941931. You may receive up to 5 message(s) per month for text alerts. Message and data rates may apply. This service is available to persons with text-capable phones subscribing to carriers including AT&T, Verizon Wireless, T-Mobile®, Sprint, Virgin Mobile USA, Cincinnati Bell, Centennial Wireless, Unicef, U.S. Cellular®, and Boost. For help, text HELP to 8889941931, email samantha@mmlonline.com, or call +1 6013972009. You may stop your mobile subscription at any time by text messaging STOP to toll free number 8889941931. To opt back in, text "UNSTOP" followed by the keyword to toll free number 8889941931.

600 East Amite Street

Suite 104

Jackson MS 39201

601.353.5854

800.325.7641

Fax 601.353.6980

www.mmlonline.com

PRESIDENT

Mayor Carolyn McAdams
City of Greenwood

FIRST VICE PRESIDENT

Mayor Toby Barker
City of Hattiesburg

SECOND VICE PRESIDENT

Mayor Billy Nowell
City of Cleveland

EXECUTIVE DIRECTOR

Shari T. Veazey

2023 MML 2nd Vice President Candidates List

The logo of the Mississippi Municipal League is a large, light blue circular emblem. It features a stylized map of Mississippi in the center, with a sunburst design behind it. The word "MISSISSIPPI" is arched across the top, and "MUNICIPAL LEAGUE" is arched across the bottom. In the center, the letters "MML" are prominently displayed in a large, outlined font.

**Mayor Tim Kyle
City of Kosciusko**

**Mayor Patti Pettit
Town of Woodland**

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

Council Meeting:
Title:

June 6, 2023
Approval of the Final Pay Application, Certificate of Substantial Completion, and other closeout documents for the Shepard State Park Kayak and Boat Launch Rehabilitation Project

Introduced by:
Contact Person/Telephone

Kim Saucier 497-8000 ext. 315

Summary Explanation: Approval of the Final Pay Application in the amount of \$79,736.68, Certificate of Substantial Completion, and other closeout documents for the Shepard State Park Kayak and Boat Launch Rehabilitation Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the Mississippi Department of Marine Resources applied to the US Fish and Wildlife Service on behalf of the City of Gautier for this sport fish grant; and

WHEREAS, the City was awarded \$72,440.00 in federal funds, which required a \$25,000.00 match, and the project proceeded as planned; and

WHEREAS, Heflin Engineering has reviewed the final pay application, the certificate of substantial completion, and additional closeout documentation associated with this project, and recommends approval of same; and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve these items; and

IT IS HEREBY ORDERED that the final pay application in the amount of \$79,736.68 for the Shepard State Park Kayak and Boat Launch Rehabilitation project is hereby approved.

IT IS FURTHER ORDERED that the certificate of substantial completion and additional closeout documentation 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, including any remaining closeout documents.

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 June 6, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kim Saucier, Grants & Projects Director
Date: May 26, 2023
Subject: Shepard State Park Kayak and Boat Launch Rehabilitation Project — Approval of Final Pay Application, Certificate of Substantial Completion, and Other Closeout Documents

REQUEST:

The Grants and Projects Department requests City Council authorization to approve the final pay application in the amount of \$79,736.68, Certificate of Substantial Completion, and other close-out documents for the Shepard State Park Kayak and Boat Launch Rehabilitation Project.

BACKGROUND:

The Dingell-Johnson Sport Fish Restoration Program, authorized under the U.S. Fish and Wildlife Service, supports activities designed to restore, conserve, manage, or enhance sport fish populations; the public use and benefits from these resources; and activities that provide boat access to public waters. Sport fisheries research and management activities; boating access development and maintenance; aquatic resource education activities; lake construction and maintenance; land acquisition; technical assistance; planning; habitat enhancement; administration; coordination; and hatchery construction are eligible under the Act.

The Mississippi Department of Marine Resources applied to the U.S. Fish and Wildlife Service on behalf of the City of Gautier for this sport fish grant. The City was awarded \$72,440 in federal funds, which requires a \$25,000 match. The local match will come from Tidelands funding (FY2019). This project includes cleaning the existing small craft boat launch, rehabbing the existing pier, extending the existing pier to add a floating kayak launch, and adding a floating kayak launch on the west side of the park, near the new marshwalk.

DISCUSSION:

The Shepard State Park Kayak and Boat Launch Rehabilitation Project came in on budget. Heflin Engineering has reviewed the final pay application, and Certificate of Substantial Completion and recommends approval.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve the final pay application in the amount of \$79,736.68, Certificate of Substantial Completion, and other close-out documents for the Shepard State Park Kayak and Boat Launch Rehabilitation Project.

The City Council may:

1. Authorize approval of the final pay application, Certificate of Substantial Completion, and other closeout documents, as presented; or
2. Not authorize approval of the final pay application, Certificate of Substantial Completion, and other closeout documents, as presented.

ATTACHMENT(S):

1. Pay Application 2 (Final)
2. Certificate of Substantial Completion and other Closeout Documents

May 31, 2023

City of Gautier
Attn: Brenda Greco
3330 Highway 90
Gautier, MS 39553

Re: CONTRACTOR FINAL PAYMENT REQUEST & CLOSEOUT DOCUMENTS
Shepard State Park – Boat Launch & Kayak Pier

Dear Ms. Greco,

Fair Tide Marine & Construction, LLC reached substantial completion on the referenced project on **May 25, 2023** and appears to have satisfied the requirements of the Specifications and Contract Documents. Therefore, the project is now ready to be closed out. Enclosed are the following closeout documents:

- Payment Request No. 2 & Final
- Contractor's Affidavit of Payment of Debts and Claims
- Contractor's Affidavit of Release of Liens
- Substantial Completion & Warranty Letter
- Consent of Surety to Final Payment

We recommend final payment of Payment Request No. 2 & Final in the amount of **\$79,736.68**, which includes any remaining retainage.

Should you have any questions or require additional information, please contact us. We appreciate the opportunity to be of service.

Sincerely,



Austin M. Moore, P.E.
President

cc: Blake Kelley, Fair Tide Marine & Construction, LLC
Marc Foster, Cypress Environment & Infrastructure

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 3 PAGES

TO OWNER:

City of Gautier
3330 Hwy 90
Gautier, MS 39553

PROJECT: Shepard State Park Boat L
LOCATION: Shepard State Park

APPLICATION NO: 02
INVOICE # 1226

Distribution to:

☐ OWNER☐ ARCHITECT☒ CONTRACTOR**PERIOD TO:** 5/18/2023**FROM CONTRACTOR:**

Fair Tide Marine & Construction, LLC
808 Darius Dr.
Biloxi, MS 39532

PROJECT NO**CONTRACT DATE** 12/7/2022**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Fair Tide Marine & Construction, LLC

By:

Date:

State of: MISSISSIPPI

County of:

Subscribed and sworn to before me this

2023

Notary Public:

My Commission expires:

1. ORIGINAL CONTRACT SUM	\$	92,930.61
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	92,930.61
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	92,930.61
5. RETAINAGE:		
a. 0% % of Completed Work (Column D + E on G703)	\$	\$0.00
b. 0 % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	92,930.61
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	13,193.93
8. CURRENT PAYMENT DUE	\$	79,736.68
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 79,736.68

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ENGINEER/SENIOR PROJECT MANAGER

By:

Date:

5/31/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of

3

Pages

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 02

APPLICATION DATE: 1/30/2023

PERIOD TO: 5/18/2023

INVOICE NO:

1226

A	B	C	D	E	F	G		H	I
Item #	Description of Work	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN (E OR F)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (D - H)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Demolition of Existing Dock	\$6,000.00		\$6,000.00		\$6,000.00	100%		\$0.00
2	New Timber Substructure	\$9,477.08		\$9,477.08		\$9,477.08	100%		\$0.00
3	New Timber Decking	\$9,079.58		\$9,079.58		\$9,079.58	100%		\$0.00
4	Kayak Launch	\$5,921.05		\$5,921.05		\$5,921.05	100%		\$0.00
5	Crushed Stone Pad	\$1,476.55		\$1,476.55		\$1,476.55	100%		\$0.00
TOTAL BOAT DOCK RECONSTRUCTION BID		\$31,954.26							
1	Timber Piles	\$14,659.92	\$14,659.92			\$14,659.92	100%		\$0.00
2	Timber Substructure	\$17,592.08		\$17,592.08		\$17,592.08	100%		\$0.00
3	Thruflow Decking	\$11,246.85		\$11,246.85		\$11,246.85	100%		\$0.00
4	Handrail w/ Stainless Steel Cabling	\$11,175.20		\$11,175.20		\$11,175.20	100%		\$0.00
5	Kayak Launch	\$6,002.30		\$6,002.30		\$6,002.30	100%		\$0.00
6	LED Solar Lights	\$300.00		\$300.00		\$300.00	100%		\$0.00
TOTAL BAYOU LAMOTTE KAYAK LAUNCH BID		\$60,976.35							
	TOTAL BID	\$92,930.61	\$14,659.92	\$78,270.69	\$0.00	\$92,930.61	100%	\$0.00	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

Application # 2

APPLICATION FOR PAYMENT AND PARTIAL RELEASE OF LIEN
SUBMITTED TO
City of Gautier

DATE: 5/25/2023 PROJECT: Shepard State Park Boat Dock Reconstruction & Kayak Launches
CONTRACTOR: Fair Tide Marine & Construction, LLC DRAW NO.: 02 - FINAL

Invoice: 1226

ORIGINAL SUBCONTRACT AMOUNT	\$ <u>\$92,930.61</u>
AUTHORIZED CHANGE ORDERS	\$ <u>\$0.00</u>
TOTAL REVISED SUBCONTRACT AMOUNT	\$ <u>\$92,930.61</u>
VALUE OF WORK COMPLETED TO DATE	\$ <u>\$92,930.61</u>
PROPERLY STORED MATERIAL	\$ <u>\$0.00</u>
TOTAL COMPLETED AND STORED	\$ <u>\$92,930.61</u>
LESS RETAINAGE	\$ <u>\$0.00</u>
AMOUNT EARNED TO DATE	\$ <u>\$92,930.61</u>
LESS PREVIOUS BILLINGS	\$ <u>\$13,193.93</u>
AMOUNT OF THIS REQUISITION	\$ <u>\$79,736.68</u>

Having first been duly sworn, the undersigned authorized representative of the Contractor or on behalf of the Contractor hereby warrants and certifies that Subcontractor has fully paid for all materials, labor, equipment, services, incidentals, and other bills and obligations of every kind or nature that relate to the subcontract, purchase orders, or other agreements, whether oral or written for the referenced project, with the exception of the following:

INDIVIDUAL OR FIRM

AMOUNT OWED

NONE

NONE

STATE OF MISSISSIPPI
COUNTY OF HARRISON

The above named, Carly Kelley
and executed the foregoing document as his own act and deed.

MY COMMISSION EXPIRES:
(SEAL)

Signature

appeared before me this the

31st day of May 2023

Notary Public





AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address) **Shepard State Park Boat Dock Reconstruction & Kayak Launches** ARCHITECT'S PROJECT NUMBER: _____
 TO OWNER: (Name and address) **City of Gautier** CONTRACT FOR: General Construction
3330 Hwy 90 Gautier, MS CONTRACT DATED: **12.7.22**
 OWNER: ☐ ARCHITECT: ☐
 CONTRACTOR: ☒ SURETY: ☐
 OTHER: ☐

STATE OF: **Mississippi**
 COUNTY OF: **Harrison**

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.
 Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

Fair Tide Marine & Construction
800 Darius Dr.
Biloxi, MS 39532

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

30th day of May, 2023

Notary Public:
 My Commission Expires:

10/14/2025





AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address) **Shepard State Park Boat Dock Reconstruction & Kayak Launches** ARCHITECT'S PROJECT NUMBER: OWNER: ☐
 CONTRACT FOR: General Construction SURETY: ☐
 CONTRACT DATED: 12.7.22 OTHER: ☐
 TO OWNER: (Name and address) **City of Gratiot**
3330 Hwy 90 Gratiot, MS

STATE OF: **Mississippi**
 COUNTY OF: **Harrison**

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)

Fair Tide Marine & Construction
808 Darius Dr.
Biloxi, MS 39532

BY:

(Signature of authorized representative)

CARIN KELLEY - Owner
 (Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:





DOCKS - BULKHEADS - BOAT LIFTS - SLIP DREDGING
BOATHOUSES - PILE DRIVING

May 25, 2023

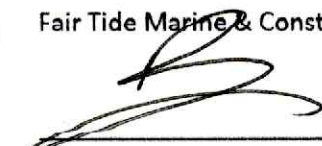
PROJECT: City of Gautier
Shepard State Park – Boat Dock Reconstruction & Kayak Launches

SUBSTANTIAL COMPLETION DATE: May 25, 2023

LABOR AND MATERIAL WARRANTY

Fair Tide Marine & Construction, LLC hereby certifies that all work on the above referenced project has been completed in accordance with the Contract Documents and is not defective. If any work is found to be defective within one year of the Substantial Completion Date, we will correct it as per the Contract Documents.

Fair Tide Marine & Construction, LLC


A handwritten signature in black ink, appearing to read "Blake Kelley", is written over a horizontal line.

Blake Kelley, President

808 Darius Drive | Biloxi, MS 39532
Blake | 228-382-4070 | blake@fairtidemarine.com

Consent Of Surety to Final Payment

Bond # 7313966

PROJECT: (Name and address)
Shepard State Park - Boat Dock
Reconstruction and Kayak Launches

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR: Construction

ARCHITECT: ☐

TO OWNER: (Name and address)
City of Gautier
3330 Hwy 90
Gautier, MS 39553

CONTRACT DATED:

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Old Republic Surety Company
P.O. Box 1635
Milwaukee, WI 53201

, SURETY,

on bond of

(Insert name and address of Contractor)

Fair Tide Marine & Construction LLC
808 Darius Dr.
Biloxi, MS 39532

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

City of Gautier
3330 Hwy 90
Gautier, MS 39553

, OWNER,

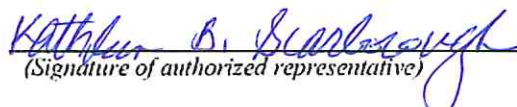
as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **May 30th, 2023**

(Insert in writing the month followed by the numeric date and year.)

Old Republic Surety Company

(Surety)


(Signature of authorized representative)

Kathleen B. Scarborough, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: TROY WAGENER, JIM E. BRASHIER, TEB JONES, DAVID FORTENBERRY, MARY NORVAL, KIM BARHUM, F. ROSS BELL, KATHLEEN B. SCARBOROUGH, DEWEY B. MASON, SUSAN M. SKRMETTA, JOSEPH R. BEATTIE, LISA R. BUTLER, PATRICK T. MASON, CHRIS BOONE, SHARON TUTEN, CHARLOTTE A. RAMSEY, LESSIE R. ANDERSON, DEBBIE DUNAWAY, JAMES ELEY BRASHIER, TENORA POSEY of GULFPORT, MS

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of February, 2023.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of February, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-0829



Signed and sealed at the City of Brookfield, WI this 30th day of May, 2023.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

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

Council Meeting:
Title:

June 6, 2023
Authorization to prioritize and submit three (3) applications to the Mississippi Department of Marine Resources for FY2025 Tidelands Public Access funding.

Introduced by:
Contact Person/Telephone

Kim Saucier 497-8000 ext. 315

Summary Explanation: Authorization to prioritize and submit three (3) applications to the Mississippi Department of Marine Resources for FY2025 Tidelands Public Access funding.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the Grants and Projects Department request authorization to prioritize and submit three (3) applications to the Mississippi Department of Marine Resources for FY2025 Tidelands Public Access funding; and

WHEREAS, the maximum request amount per project is \$250,000; and

WHEREAS, if more than one project is authorized by the City of Gautier for an application, priorities must be assigned to the funding requests; and

WHEREAS, the Grants and Projects Department has identified the following three potential projects for FY2025 Tidelands Public Access funding:

1. Continued improvements to the Mary Walker Bayou Parks Project (includes Town Commons Park and George Martin City Park)
2. Continued Improvements to Fairway Drive boat launch, finger pier and parking
3. Continued improvements to Shepard State Park amenities/infrastructure

WHEREAS, the Mayor and City Council find that the submission of three applications for FY2025 Tidelands Public Access funding is in the best interest of the City; and

IT IS THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi to prioritize and submit 1____, 2____, and 3____ to the Mississippi Department of Marine Resources for FY2025 Tidelands Public Access funding is hereby authorized and approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 6, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kim Saucier, Grants and Projects Director
Date: May 30, 2023
Subject: FY2025 Mississippi Tidelands Trust Fund Applications

REQUEST:

The Grants and Projects Department requests City Council authorization to prioritize and submit three applications to the Mississippi Department of Marine Resources for FY2025 Tidelands Public Access funding.

BACKGROUND:

“The purpose of the fund is to ensure that monies derived from the public trust tidelands assessments shall be used for the benefit of preserving and protecting the tidelands and submerged lands found within the three (3) most southern counties of the state. Funds shall be disbursed by the commission for new and extra programs of tidelands management, such as conservation, reclamation, preservation, acquisition, education or the enhancement of public access to the public trust tidelands or public improvement projects as they relate to those lands.”

DISCUSSION:

The Grants and Projects Department has identified several potential projects for FY2025 Tidelands Public Access funding. The maximum request amount per project is \$250,000. If more than one project is authorized by the Gautier City Council for an application, priorities must be assigned to the funding requests (i.e., first priority, second priority, third priority). Potential projects include:

- 1) Continued improvements to the Mary Walker Bayou Parks Projects (includes Town Commons Park and George Martin City Park)
- 2) Continued improvements to Fairway Drive boat launch, finger pier, and parking on Fairway Drive
- 3) Continued improvements to Shepard State Park amenities/infrastructure

FY2025 applications are due Friday, July 1, 2023.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council prioritize (1. Mary Walker Bayou Parks Project 2. Fairway Drive Boat Launch Project 3. Shepard State Park Improvements) and authorize the submission of three applications to the Mississippi Department of Marine Resources for FY2025 Tidelands Public Access funding.

City Council may:

- 1) Prioritize and authorize submission of three applications to the Mississippi Department of Marine Resources for FY2025 Tidelands Public Access funding, as presented; or
- 2) Not authorize submission of three applications to the Mississippi Department of Marine Resources for FY2025 Tidelands Public Access funding, as presented.

ATTACHMENT(S):

None

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

Council Meeting:

June 6, 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	☐
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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, 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 June 6, 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:

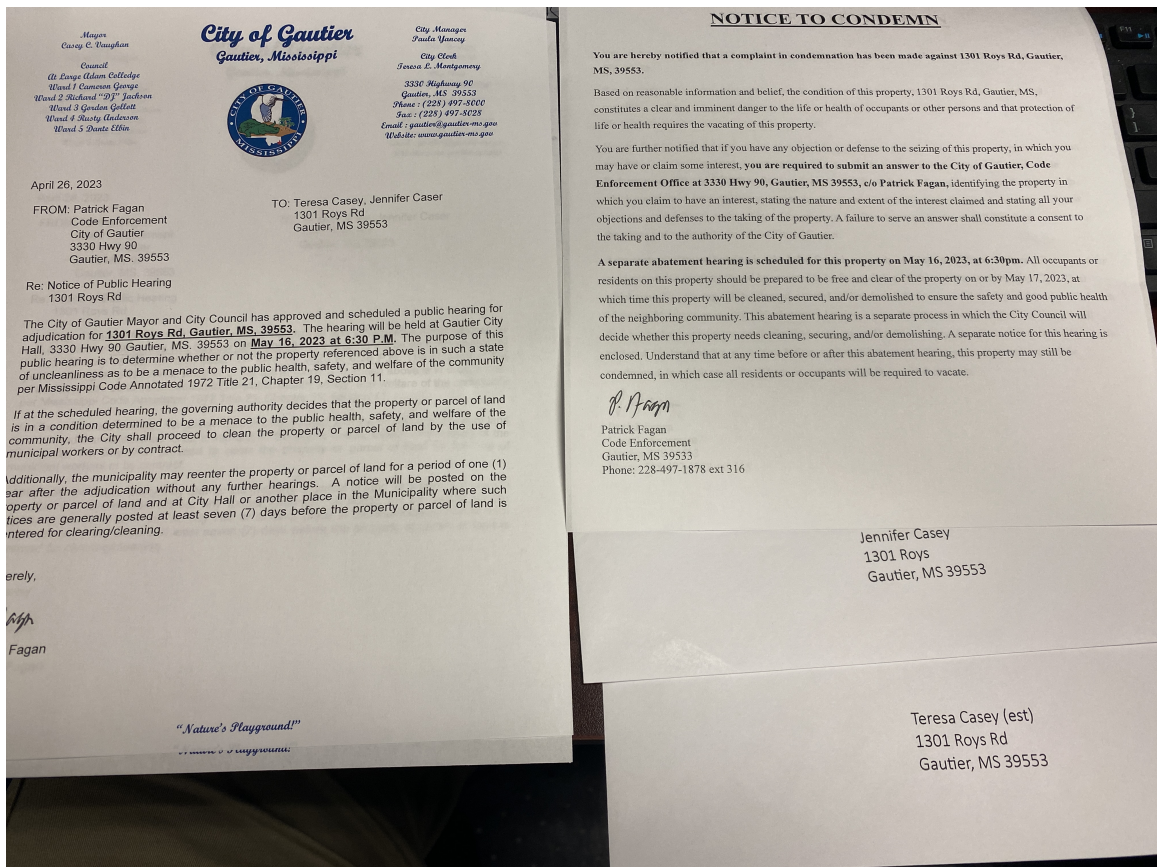
1. Pictures of Property and Postings
2. Code History
3. Abatement Public Notice Posted
4. Abatement Hearing Notification Letter
5. Parcel-Tax Information
6. Memorandum Public Hearing Proposal

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, 202-222-2334, 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
City Manager: Paula Yancey
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.

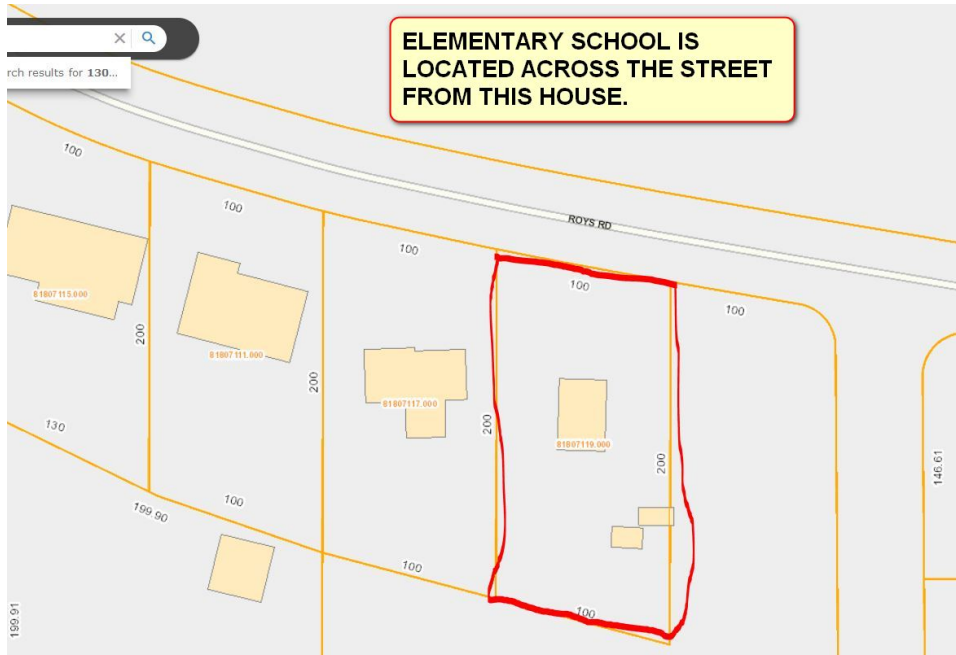
Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice will be posted on the property or parcel of land and at City Hall or another place in the Municipality where such notices are generally 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 4/27/2024

PROPERTY DETAIL			
OWNER	CASEY TERESA S (EST OF) 1301 ROYS RD		ACRES : .46
			LAND VALUE : 12286
			IMPROVEMENTS : 60520
	GAUTIER MS 39553		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 #5
Fact Sheet**

Council Meeting:

June 6, 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 June 6, 2023.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BRIAN K ANSEMAN	232244	06/06/2023	04/25/2023			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM ADV: FI 1033		06122023	03/30/2023			200.00
001	COG 7M BOND ACCT	232529	06/06/2023	05/15/2023			29,654.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-104	TR MDOT WIRE: FUND 130		05122023	05/12/2023			29,654.48
001	DELTA SANITATION OF MS LLC	232543	06/06/2023	05/17/2023			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	RJ YOUNG COMPANY LLC	232544	06/06/2023	05/17/2023			88.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	LEXMARK C4150:BASE FEE		INV6322503	05/09/2023			38.00
	001-100-699	RICHO IM C2500:BASE FEE		INV6322503	05/09/2023			37.55
	001-100-699	RICHO IM C2500:COLOR		INV6322503	05/09/2023			12.81
001	CATALIS COURTS AND LAND RECORDS LLC	232545	06/06/2023	05/17/2023			1,495.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	MAY 2023 COURT SUPPORT		INV4326288	05/01/2023			1,495.00
001	C SPIRE WIRELESS	232546	06/06/2023	05/17/2023			1,168.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-605	COUNCIL CELL PHONE		0030759348	04/30/2023			47.62
	001-021-605	CITY MGR CELL PHONE		0030759348	04/30/2023			47.62
	001-040-605	ADMIN CELL PHONE		0030759348	04/30/2023			81.95
	001-090-605	BUILDING CELL PHONES		0030759348	04/30/2023			252.20
	001-090-698	IPAD SERVICE(3)		0030759348	04/30/2023			102.99
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	04/30/2023			142.86
	001-161-605	FIRE DEPT CELL PHONES		0030759348	04/30/2023			142.86
	001-170-605	RECREATION CELL PHONES		0030759348	04/30/2023			200.38
	001-205-605	MAINT CELL PHONES		0030759348	04/30/2023			150.06
001	FUELMAN	232549	06/06/2023	05/17/2023			3,531.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP64377049	05/15/2023			35.18
	001-100-525	UNL FUEL		NP64377049	05/15/2023			2,677.90
	001-161-525	UNL&DSL FUEL		NP64377049	05/15/2023			408.08
	001-170-525	UNL&DSL FUEL		NP64377049	05/15/2023			409.90
001	AGJ SYSTEMS & NETWORKS INC	232557	06/06/2023	05/23/2023			7,123.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	JUN 2023 MSP-COMplete CARE		MSP-104908	06/01/2023			6,200.00
	001-092-606	JUN 2023: MS365 EXC (82)		104990	06/01/2023			410.00
	001-092-606	JUN 2023: MS365 BUS (34)		104990	06/01/2023			459.00
	001-092-606	JUN 2023: LITIGATN HOLD (18)		104990	06/01/2023			54.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA COMPUTER SYSTEMS INC	232558	06/06/2023	05/23/2023			625.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	JUN 2023 ACCT SOFTWARE MAINT		DHLMN09689	06/01/2023			430.00
	001-092-606	JUN 2023 PRIV LIC SW MAINT		DHLMN09690	06/01/2023			175.00
	001-092-606	JUN 2023 VOTER REG SW MAINT		HRMN011484	06/01/2023			20.00
001	FOSTERS A/C & HEATING INC	232559	06/06/2023	05/23/2023			1,049.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	SERVICE CALL: MAINT BLDG		W1126183	05/10/2023			125.00
	001-092-635	CONDENSOR MOTOR; THERMOSTAT		W1126183	05/10/2023			479.00
	001-092-635	BLOWER MOTOR 230V; COIL RELAY		W1126183	05/10/2023			445.00
001	IAN T GOFF	232560	06/06/2023	05/23/2023			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM ADV: ROPE A & O		05112023	06/26/2023			100.00
001	MS MUNICIPAL LEAGUE	232561	06/06/2023	05/23/2023			325.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-681	MML ANNUAL 2023: VAUGHAN		36116	03/02/2023			325.00
001	MS MUNICIPAL LEAGUE	232562	06/06/2023	05/23/2023			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-559	CMO GRAD CERT/PIN: COLLEDGE		36489	05/05/2023			35.00
001	MISSISSIPPI SONGWRITERS FESTIVAL INC	232563	06/06/2023	05/23/2023			1,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-645	2023 EVENT SPONSORSHIP		05142023	05/14/2023			1,000.00
001	RJ YOUNG COMPANY LLC	232605	06/06/2023	05/30/2023			382.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01RENTAL FEE		INV6338619	05/19/2023			196.74
	001-100-699	ADMIN FEE		INV6338619	05/19/2023			8.00
	001-100-699	MPC2504EX USAGE:COLOR		INV6338619	05/19/2023			177.85
001	RJ YOUNG COMPANY LLC	232606	06/06/2023	05/30/2023			1,280.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	GSHZ00-01 RENTAL FEE		INV6332361	05/16/2023			470.88
	001-092-698	IM C8000 USAGE:COLOR		INV6332361	05/16/2023			302.04
	001-092-698	IM C8000 USAGE:B/W		INV6332661	05/16/2023			250.15
	001-092-698	MP C4504 USAGE:COLOR		INV6332361	05/16/2023			230.16
	001-092-698	MP C4504 USAGE:B/W		INV6332361	05/16/2023			27.71
001	RJ YOUNG COMPANY LLC	232607	06/06/2023	05/30/2023			121.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMG00-01 RENTAL FEE		INV6343844	05/23/2023			113.14
	001-161-698	ADMIN FEE		INV6343844	05/23/2023			8.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DEPT PUBLIC SAFETY	232609	06/06/2023	05/30/2023			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES (APR 2023)		90131518	05/15/2023			60.00
001	GLOBALSTAR	232610	06/06/2023	05/30/2023			100.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		50854050	05/16/2023			100.48
001	C SPIRE WIRELESS	232611	06/06/2023	05/30/2023			956.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	05/11/2023			476.20
	001-100-699	DATA CARDS (14)		0032680896	05/11/2023			480.62
001	SOUTHERN PEST CONTROL INC	232632	06/06/2023	05/31/2023			912.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	CITY FACILITIES		171-425359	03/09/2023			456.00
	001-092-698	CITY FACILITIES		171-428119	05/15/2023			456.00
001	FUELMAN	232633	06/06/2023	05/31/2023			3,760.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP64408461	05/22/2023			206.00
	001-100-525	UNL FUEL		NP64408461	05/22/2023			2,812.43
	001-161-525	UNL&DSL FUEL		NP64408461	05/22/2023			475.44
	001-170-525	UNL FUEL		NP64408461	05/22/2023			206.96
	001-205-525	DSL FUEL		NP64408461	05/22/2023			59.83
001	FUELMAN	232635	06/06/2023	05/31/2023			3,686.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP64433717	05/29/2023			68.64
	001-100-525	UNL FUEL		NP64433717	05/29/2023			2,682.03
	001-161-525	UNL&DSL FUEL		NP64433717	05/29/2023			518.14
	001-170-525	UNL FUEL		NP64433717	05/29/2023			313.65
	001-205-525	UNL&DSL FUEL		NP64433717	05/23/2023			104.41
001	SPARKLIGHT	232637	06/06/2023	05/31/2023			136.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	JUN 2023:GARAGE #134679919		05202023	05/20/2023			136.51
001	SPARKLIGHT	232638	06/06/2023	05/31/2023			230.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	JUN 2023:BACOT #135939403		05232023	05/23/2023			230.88
001	SPARKLIGHT	232639	06/06/2023	05/31/2023			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JUN 2023:NFD #122024383		05232023	05/23/2023			85.46
001	SPARKLIGHT	232640	06/06/2023	05/31/2023			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JUN 2023:SFD #122025091		05232023	05/23/2023			85.46

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	232641	06/06/2023	05/31/2023			95.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JUN 2023:CFD #122024086		05232023	05/23/2023			95.41
001	AT&T	232646	06/06/2023	05/31/2023			4,308.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	05/14/2023			4,308.65
001	AT&T	232647	06/06/2023	05/31/2023			35.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC LINE MONITORING		2284970262	05/14/2023			35.87
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	232649	06/06/2023	05/31/2023			550.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-642	STEAK & STAKE SPONSOR: MENTOR		06152023	05/24/2023			550.00
001	CIVICPLUS INC	232650	06/06/2023	05/31/2023			1,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-799	CIVICENGAGE SYS TRNG		263401	05/25/2023			1,500.00
001	FOSTERS A/C & HEATING INC	232651	06/06/2023	05/31/2023			142.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	ESA SERV: STAT WIRE REPR		W1126712	05/18/2023			142.25
001	MS ASSOC OF CHIEFS OF POLICE	232652	06/06/2023	05/31/2023			112.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	NDST DISPATCH TEST (5)		SA54398	05/26/2023			90.00
	001-022-660	SHIPPING		SA54398	05/26/2023			22.00
001	MS FIRE ACADEMY	232653	06/06/2023	05/31/2023			800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	VEH EXTRACTN-RESCUE: HILL,J		29964	02/21/2023			400.00
	001-161-681	VEH EXTRACTN-RESCUE: JONES,T		29964	02/21/2023			400.00
001	SINGING RIVER HEALTH SYSTEM	232654	06/06/2023	05/31/2023			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-604	PRE-EMP PHYSICAL: MILNOR,C		536639	05/18/2023			50.00
001	SINGING RIVER ELECTRIC COOPERATIVE	232656	06/06/2023	05/31/2023			2,552.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		05182023	05/24/2023			1,707.79
	001-201-629	SIGNAL LIGHTS 89113001		05182023	05/24/2023			64.15
	001-170-631	CITY PARK RESTROOMS 89912001		05182023	05/24/2023			428.59
	001-201-633	STREET LIGHTS 90345002		05182023	05/24/2023			165.40
	001-092-631	RECORDS BLDG 90790001		05182023	05/24/2023			140.08
	001-170-631	FRAZIER RESTROOMS 98546001		05182023	05/24/2023			46.26

Docket of Claims
Release date from 06/06/2023 thru 06/06/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	232658	06/06/2023	05/31/2023			122.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		05182023	05/24/2023		89.11	
	001-170-631	FITNESS TRAIL 109268001		05182023	05/24/2023		32.91	
001	SINGING RIVER ELECTRIC COOPERATIVE	232659	06/06/2023	05/31/2023			891.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		05182023	05/24/2023		82.08	
	001-201-633	DOLPHIN ST 94988002		05182023	05/24/2023		59.06	
	001-201-633	DOLPHIN ST 94989002		05182023	05/24/2023		71.45	
	001-201-633	DOLPHIN ST 94990002		05182023	05/24/2023		629.25	
	001-201-633	WM PAYNE 100244006		05182023	05/24/2023		50.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	232660	06/06/2023	05/31/2023			344.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		05192023	05/25/2023		225.08	
	001-170-631	BACOT SPLASHPAD 103751001		05192023	05/25/2023		31.56	
	001-170-631	BACOT UPGRADES 113730001		05192023	05/25/2023		49.37	
	001-170-631	BACOT 114484001		05192023	05/25/2023		38.33	
001	SINGING RIVER ELECTRIC COOPERATIVE	232661	06/06/2023	05/31/2023			616.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		05152023	05/22/2023		344.81	
	001-161-631	MARTIN BLUFF FD 58380001		05162023	05/23/2023		197.70	
	001-201-629	SIGNAL LIGHTS 17546		05162023	05/23/2023		38.75	
	001-092-631	CITY LIMIT SIGN 17546		05162023	05/23/2023		35.62	
001	SINGING RIVER ELECTRIC COOPERATIVE	232662	06/06/2023	05/31/2023			501.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	ROUNDAABOUT 102311004		05182023	05/24/2023		30.00	
	001-201-633	WM PAYNE 100245001		05182023	05/24/2023		60.83	
	001-170-631	BACOT LIGHTS 10137		05192023	05/25/2023		280.31	
	001-201-629	SIGNAL LIGHTS 10138		05192023	05/25/2023		130.40	
001	SINGING RIVER ELECTRIC COOPERATIVE	232664	06/06/2023	05/31/2023			9,719.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREETLIGHTING 10054		05182023	05/24/2023		6,935.27	
	001-092-631	CITY HALL 10054		05182023	05/24/2023		827.98	
	001-170-631	SRM VENUE 10054		05182023	05/24/2023		30.00	
	001-170-631	FRAZIER PARK 10054		05182023	05/24/2023		61.56	
	001-170-631	SENIOR BLDG 10054		05182023	05/24/2023		252.46	
	001-170-631	CITY PARK 10054		05182023	05/24/2023		160.93	
	001-161-631	CENTRAL FD 10054		05182023	05/24/2023		382.03	
	001-092-631	PUBLIC WORKS 10054		05182023	05/24/2023		308.77	
	001-092-631	HWY 90 SIGN 10054		05182023	05/24/2023		41.35	
	001-201-629	SIGNAL LIGHTS 10054		05182023	05/24/2023		719.01	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	HUEY P STOCKSTILL LLC	232669	06/06/2023	05/31/2023			751.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	4.82 TN ASPHALT: MULT STS		58238	05/11/2023			443.44
	001-201-576	2.01 TN ASPHALT: ROYS-DEAD RVR		58138	05/09/2023			184.92
	001-201-576	1.34 TN ASPHALT: FORDHAM		58615	05/24/2023			123.28
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	232671	06/06/2023	05/31/2023			81.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	EXAM & MEDS: TESS		05242023	05/24/2023			81.50
001	REYNOLDS WHOLESALE CO	232686	06/06/2023	06/01/2023			2,361.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-510	24X33 WHT CAN LINER 500CT (4)		74488	05/16/2023	230850		131.80
	001-170-510	#620 PLASTIC MOP HANDLE (2)		74488	05/16/2023	230850		21.90
	001-170-510	LYSOL DISINFECTANT 12CT (2)		74488	05/16/2023	230850		167.76
	001-170-510	NABC CLEANER GAL (4)		74488	05/16/2023	230850		55.80
	001-170-510	#24 COTTON MOPHEAD (4)		74488	05/16/2023	230850		32.00
	001-170-510	PF LATEX GLOVES 100CT (2)		74488	05/16/2023	230850		140.00
	001-170-510	85CT CLOROX WIPES 15CT		74488	05/16/2023	230850		74.25
	001-170-510	#B03 3OZ URINAL BLOCK 12CT		74488	05/16/2023	230850		134.40
	001-170-510	30X36 WHT CAN LINER 200CT (3)		74488	05/16/2023	230850		86.85
	001-170-510	38X58 BLK CAN LINER 100CT (2)		74488	05/16/2023	230850		69.90
	001-170-510	TIME MIST SPRAY 12 CT		74488	05/16/2023	230850		69.00
	001-170-510	#2000 TIME MIST DISPENSER (4)		74488	05/16/2023	230850		132.00
	001-170-510	#VN25070 TISSUE 96 CT (2)		74488	05/16/2023	230850		113.50
	001-170-510	PLASTIC ANGLE BROOM (2)		74488	05/16/2023	230850		15.90
	001-170-510	BLEACH GAL (6)		74488	05/16/2023	230850		22.95
	001-170-510	ODO BAN GAL (4)		74488	05/16/2023	230850		51.96
	001-170-510	CS PINE SOL 144 OZ (3)		74488	05/16/2023	230850		39.75
	001-170-510	VB PAPER TOWEL 30CT (2)		74488	05/16/2023	230850		69.90
	001-170-510	WINDEX SPRAY 32OZ (6)		74488	05/16/2023	230850		31.74
	001-161-510	#1508 CS MFB TOWELS (5)		74557	05/25/2023	230871		124.75
	001-161-510	COMET POWDER 21OZ CAN 12/CS		74557	05/25/2023	230871		20.28
	001-161-510	CS DAWN DISH DETERGENT (4)		74557	05/25/2023	230871		25.16
	001-161-510	409 CLEANER 32OZ 12/CS		74557	05/25/2023	230871		59.88
	001-161-510	WINDEX 32OZ 8/CS		74557	05/25/2023	230871		42.32
	001-161-510	PINE SOL 144OZ (8)		74557	05/25/2023	230871		119.60
	001-161-510	BLEACH GAL (12)		74557	05/25/2023	230871		45.90
	001-161-510	GOJO SOAP 8/CS		74557	05/25/2023	230871		47.92
	001-161-510	38X58 BLK CAN LINER 100CT (4)		74557	05/25/2023	230871		139.80
	001-161-510	TISSUE 96CT/CS (4)		74557	05/25/2023	230871		227.00
	001-161-510	PLEDGE FURNITURE POLISH (8)		74557	05/25/2023	230871		47.60
001	ACTION PRINTING CENTER INC	232688	06/06/2023	06/01/2023			247.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-500	#10 REG ENVELOPES (1000)		1641	05/26/2023	230833		247.74

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MID SOUTH UNIFORM & SUPPLY INC	232689	06/06/2023	06/01/2023			238.65	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-535	SENTRY SS SHIRT NAVY	639483	05/11/2023	230835		57.21	
	001-100-535	SENTRY LS SHIRT NAVY	639483	05/11/2023	230835		60.86	
	001-100-535	SEW ON PATCHES (4)	639483	05/11/2023	230835		8.00	
	001-100-535	SENTRY PANT NAVY	639483	05/11/2023	230835		56.14	
	001-100-535	CLIP ON TIE 18" (3)	639483	05/11/2023	230835		21.54	
	001-100-535	CLIP ON TIE 20" (2)	639483	05/11/2023	230835		14.90	
	001-100-535	SHIPPING	639483	05/11/2023	230835		20.00	
001	MS FIRE ACADEMY	232690	06/06/2023	06/01/2023			1,175.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	FF 1001-I-II: HALL, W	30517	05/12/2023	221240		500.00	
	001-161-681	FF 1001-I-11: JORDAN, C	30517	05/12/2023	221240		500.00	
	001-161-681	FD SAFETY OFCR: MCCLURE, M	30552	05/12/2023	220387		175.00	
001	SUNBELT FIRE INC	232691	06/06/2023	06/01/2023			2,361.79	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-639	PARTS: SCBA MAINT	6775	05/26/2023	230791		859.29	
	001-161-639	FREIGHT	6775	05/26/2023	230791		17.50	
	001-161-639	LABOR: SCBA MAINT	6775	05/26/2023	230791		225.00	
	001-161-639	DISPOSAL FEE	6775	05/26/2023	230791		5.00	
	001-161-639	LABOR: SCBA MAINT	6776	05/26/2023	230791		1,095.00	
	001-161-639	TECH TRAVEL TIME: SCBA MAINT	6776	05/26/2023	230791		160.00	
001	OFFICE DEPOT 1104	232693	06/06/2023	06/01/2023			231.28	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-500	LG BLU-RAY WRITER	3122552350	05/08/2023	230831		103.79	
	001-100-500	WD PORT HARD DRIVE	3122493360	05/09/2023	230831		127.49	
001	STRUTHERS RECREATION LLC	232695	06/06/2023	06/01/2023			1,133.69	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-634	GAME TIME COIL SPRING ONLY(4)	1036940101	05/18/2023	230565		840.00	
	001-170-634	FREIGHT	1036940101	05/18/2023	230565		293.69	
001	CAMPER CITY TRUCK ACCESS INC	232696	06/06/2023	06/01/2023			950.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-689	2 DOOR SOUTHERN DOG BOX: ACO	74869	05/24/2023	230845		950.00	
001	TYLER RIDGDELL DBA	232698	06/06/2023	06/01/2023			8,550.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-520	CLEAN 4 BEDS: HWY90 @ G-V RD	23051101	05/11/2023	230839		8,550.00	
001	STAPLES BUSINESS ADVANTAGE DEPT	232699	06/06/2023	06/01/2023			2,593.55	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-500	MS ERGONOMIC KEYBOARD BLK	3535837269	04/18/2023	230747		59.99	
	001-170-500	RTN CR: MS ERGO KEYBOARD BLK	3537450702	05/05/2023	230747		-59.99	
	001-170-500	LOGITECH K350 WRLS KEYBOARD	3537381429	05/04/2023	230747		46.04	
	001-040-500	MED DUTY LGL BANKER BOX 12CT	3537381426	05/04/2023	230818		85.22	
	001-040-500	SHARPIE FINE BLK 12CT	3537381426	05/04/2023	230818		8.28	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	232699	06/06/2023	06/01/2023			2,593.55	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-040-500	CS 8.5X11 COPY PAPER (10)	3537381426	05/04/2023	230818			444.90
	001-040-500	MD FILE BOX LTR/LGL 12CT (4)	3537381426	05/04/2023	230818			181.12
	001-040-500	LOGI M325 WRLS OPT MOUSE	3537381426	05/04/2023	230818			21.09
	001-040-500	FILE POCKET EXP LGL 10PK	3537381426	05/04/2023	230818			34.40
	001-022-500	BLUE PAPER 8.5X11 500CT (2)	3537381426	05/04/2023	230818			16.64
	001-040-500	LEX 501H BLK HY TONER(2)	3537381426	05/04/2023	230818			324.80
	001-040-500	BINDER CLIP MINI BLK 144CT	3537381426	05/04/2023	230818			2.17
	001-040-500	F FOLDER BLU LGL 100CT	3537381426	05/04/2023	230818			27.47
	001-040-500	LEX B221H00 BLK HY TONER(2)	3537381427	05/04/2023	230818			205.98
	001-040-500	F FOLDER LGL YEL 100CT (4)	3537381428	05/04/2023	230818			196.76
	001-170-500	SHREDDER LUBRICANT SHT 24PK	3537581750	05/06/2023	230834			19.75
	001-170-500	SHARPIE HIGHLIGHTER 12/PK	3537581750	05/06/2023	230834			24.49
	001-170-500	CS 8.5X11 COPY PAPER (6)	3537581750	05/06/2023	230834			292.38
	001-170-500	SCOTCH DESKTOP TAPE DISPENSER	3537581750	05/06/2023	230834			5.69
	001-170-500	SWINGLINE OP DESK STAPLER	3537581750	05/06/2023	230834			23.31
	001-170-500	F FOLDER ASST LTR 100CT	3537581750	05/06/2023	230834			22.88
	001-170-500	DAB N SEAL MOISTENER 24CT	3537581750	05/06/2023	230834			6.37
	001-170-500	BRO TN-433 MAG HY TONER	3537581750	05/06/2023	230834			136.98
	001-170-500	BRO TN-433 CYAN HY TONER	3537581750	05/06/2023	230834			136.98
	001-170-500	BRO TN-433 YEL HY TONER	3537581750	05/06/2023	230834			136.99
	001-170-500	BRO TN-433 BK HY TONER	3537581750	05/06/2023	230834			84.98
	001-100-500	VERBATIM DVD+R DL 30PK	3537581752	05/06/2023	230829			49.99
	001-100-500	VERBATIM 16X BLU-RAY 50PK	3537581753	05/06/2023	230829			57.89
001	REEVES COMPANY INC	232700	06/06/2023	06/01/2023			36.14	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-535	SERVING SINCE PIN	471031	05/08/2023	230827			16.94
	001-100-535	ENGRAVED NAME PIN	471031	05/08/2023	230827			14.23
	001-100-500	POSTAGE	471031	05/08/2023	230827			4.97
001	ULINE INC	232701	06/06/2023	06/01/2023			2,888.09	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-702	PRTBL SAFETY BARRIER-GLV(17)	163266435	05/05/2023	230821			2,040.00
	001-170-702	SHIPPING	163266435	05/05/2023	230821			189.46
	001-170-559	GALV PRTBL BARRIER FEET (20)	163551974	05/11/2023	230847			560.00
	001-170-559	SHIPPING	163551974	05/11/2023	230847			98.63
001	AMAZON CAPITAL SERVICE	232703	06/06/2023	06/01/2023			156.31	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-094-500	9V LITHIUM RECHG BATTERY 2CT	1H7N3VF3MC	05/27/2023	230876			15.99
	001-094-500	SHIPPING	1H7N3VF3MC	05/27/2023	230876			5.99
	001-170-513	ADJ SIZE JUMP ROPE 6/PK	1NHFHJPGHY	05/26/2023	230870			14.99
	001-170-513	BUBBLE WAND FAVOR 64PK	1NHFHJPGHY	05/26/2023	230870			15.95
	001-170-513	WSHBL SIDEWALK CHALK 132PK	1NHFHJPGHY	05/26/2023	230870			24.59
	001-170-513	RING POP BULK 20CT (2)	1NHFHJPGHY	05/26/2023	230870			15.38
	001-170-513	OREO 2PK VARIETY 56CT	1NHFHJPGHY	05/26/2023	230870			22.58
	001-170-513	REUSBL WATER BALLOON 16CT	1NHFHJPGHY	05/26/2023	230870			40.84

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001	AUDIOWAVE INC	232705	06/06/2023	06/01/2023			11,134.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-702	TUFLOC GUN RACK (27)	A56593	05/12/2023	230824		6,615.00	
	001-100-702	SHIPPING	A56593	05/12/2023	230824		345.00	
	001-100-638	LABOR REMV EQUIP: U #12411	A56646	05/17/2023	230855		800.00	
	001-100-638	NFORCE NXT 48" AMBER LB	A55997	04/19/2023	230438		2,075.00	
	001-100-638	SIREN CONTROL	A55997	04/19/2023	230438		479.00	
	001-100-638	SPEAKER ETSS100J	A55997	04/19/2023	230438		250.00	
	001-100-638	LABOR	A55997	04/19/2023	230438		450.00	
	001-100-638	SHIPPING	A55997	04/19/2023	230438		75.00	
	001-100-638	SHOP SUPPLIES U# 37 ACO	A55997	04/19/2023	230438		45.00	
001	BORDIS & DANOS PLLC	232708	06/06/2023	06/01/2023			13,155.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-060-602	JUN 2023 RETAINER	119	06/01/2023			11,250.00	
	001-060-602	LITIGATION: OS ANNEXATION	119	06/01/2023			1,905.50	
001	SPORTSCONDUCTOR LLC DBA JARVIS	232709	06/06/2023	06/01/2023			19.75	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-502	CHEER 2023 (2)	5803	06/01/2023			7.90	
	001-170-502	FOOTBALL 2023 (3)	5803	06/01/2023			11.85	
FUND TOTAL	1 Claims	to	Checks	61 Total	128,887.88 Manual	Held	Total	128,887.88

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
002	SEYMOUR ENGINEERING PLLC Account Number 002-655-603	232677	06/06/2023	05/31/2023			3,000.00	
	Description CONSTRUCTION ADMIN 20%			Invoice # 8772	Date 05/27/2023	P.O.	Amount 3,000.00	
002	BOTTOM 2 TOP CONSTRUCTION LLC Account Number 002-655-675	232679	06/06/2023	05/31/2023			552,452.07	
	Description SEACLIFFE ROADWAY IMPS			Invoice # 3	Date 05/30/2023	P.O.	Amount 552,452.07	
FUND TOTAL	2 Claims to	Checks	2 Total	555,452.07	Manual	Held	Total	555,452.07

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156	AUDIOWAVE INC	232706	06/06/2023	06/01/2023			4,680.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	LABOR INSTALL LIGHTS: #18407	A56454	05/25/2023	230678		2,140.00	
	156-100-799	SHOP SUPPLIES	A56454	05/25/2023	230678		200.00	
	156-100-799	LABOR INSTALL LIGHTS: #12803	A56455	05/05/2023	230678		2,140.00	
	156-100-799	SHOP SUPPLIES	A56455	05/05/2023	230678		200.00	
FUND TOTAL 156 Claims	to	Checks	1 Total	4,680.00	Manual	Held	Total	4,680.00

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176	C SPIRE WIRELESS	232547	06/06/2023	05/17/2023			51.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	04/30/2023			51.82
176	AD2 INC	232555	06/06/2023	05/23/2023			655.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE MAY 2023		3973	05/15/2023			36.50
	176-170-699	SHOPPING CART		3973	05/15/2023			268.50
	176-170-699	WEB SITE MAINT 4/15-5/14/23		3973	05/15/2023			350.00
176	COCA COLA BOTTLING CO UNITED INC	232556	06/06/2023	05/23/2023			129.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	CS 200Z COKE (2)		3555713804	05/12/2023			60.00
	176-170-541	CS 200Z DASANI (2)		3555713804	05/12/2023			43.00
	176-170-541	CS 200Z SPORTS DRINK (1)		3555713804	05/12/2023			26.00
176	SPARKLIGHT	232643	06/06/2023	05/31/2023			256.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	JUN 2023:SSP INET#132698937		05202023	05/20/2023			256.89
176	SPARKLIGHT	232644	06/06/2023	05/31/2023			127.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	JUN 2023:SSP#136075116		05232023	05/23/2023			127.95
176	SINGING RIVER ELECTRIC COOPERATIVE	232665	06/06/2023	05/31/2023			2,403.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		05192023	05/25/2023			2,004.33
	176-170-631	HOUSE 76855002		05192023	05/25/2023			55.12
	176-170-631	SSP WELCOME CENTER 108928002		05192023	05/25/2023			313.81
	176-170-631	DUMP STATION 109931001		05192023	05/25/2023			30.00
176	AT&T	232678	06/06/2023	05/31/2023			880.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MTHLY SERVICE 2 LINES		2284972244	05/14/2023			880.98
176	HEFLIN ENGINEERING INC	232680	06/06/2023	05/31/2023			5,775.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-176-763	CONST PHASE 100%		1084	05/30/2023			5,775.00
176	FAIR TIDE MARINE & CONSTRUCTION LLC	232685	06/06/2023	05/31/2023			79,736.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-176-720	KAYAK LAUNCH 100%		2	05/31/2023			79,736.68
FUND TOTAL 176 Claims to		Checks	9 Total	90,016.58 Manual		Held	Total	90,016.58

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-763	232681	06/06/2023	05/31/2023			39,350.00	
	Description TO #6: AMPHITHEATER			Invoice # 8769	Date 05/27/2023	P.O.	Amount	39,350.00
304	FLETCHER CONSTRUCTION CO INC Account Number 304-510-755	232682	06/06/2023	05/31/2023			59,685.07	
	Description AMPHITHEATER CONST 36% (1)			Invoice # 4	Date 05/30/2023	P.O.	Amount	59,685.07
304	FLETCHER CONSTRUCTION CO INC Account Number 304-510-755	232683	06/06/2023	05/31/2023			644,366.58	
	Description AMPHITHEATER CONST 36% (2)			Invoice # 4	Date 05/30/2023	P.O.	Amount	644,366.58
FUND TOTAL 304 Claims to		Checks	3 Total	743,401.65	Manual		Held	Total 743,401.65

Docket of Claims
Release date from 06/06/2023 thru 06/06/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC Account Number 355-723-763	232674	06/06/2023	05/31/2023			11,194.00	
		Description		Invoice #	Date	P.O.	Amount	
		CONSTR PHASE: TRMNT PLANT		40917	05/15/2023		11,194.00	
FUND TOTAL 355 Claims	to	Checks	1 Total	11,194.00	Manual	Held	Total	11,194.00

Docket of Claims
Release date from 06/06/2023 thru 06/06/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
361	SEYMOUR ENGINEERING PLLC Account Number 361-726-787	232676	06/06/2023	05/31/2023			17,600.00	
		Description CONST ADMIN/RPR		Invoice # 8770	Date 05/27/2023	P.O.	Amount 17,600.00	
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	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT	232528	06/06/2023	05/15/2023			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		05092023	05/09/2023			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		05092023	05/09/2023			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		05092023	05/09/2023			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		05092023	05/09/2023			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		05092023	05/09/2023			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		05092023	05/09/2023			9,665.99
400	C SPIRE WIRELESS	232548	06/06/2023	05/17/2023			47.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	CELL PHONE		0030759348	04/30/2023			47.62
400	FUELMAN	232550	06/06/2023	05/17/2023			265.45	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP64377049	05/15/2023			265.45
400	SOUTHERN LINC	232551	06/06/2023	05/17/2023			86.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	MAY 2023 SERV CHGS		171454	05/01/2023			80.00
	400-650-698	TAXES/FEES		171454	05/01/2023			6.68
400	AT&T	232552	06/06/2023	05/17/2023			139.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICES		2284972276	04/06/2023			65.04
	400-650-605	MONTHLY SERVICES		2284972276	05/06/2023			74.83
400	ANSER	232553	06/06/2023	05/17/2023			527.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE:5/10-6/6/23		227-051023	05/10/2023			500.00
	400-650-698	HOLIDAY CHARGES		227-051023	05/10/2023			12.00
	400-650-698	463 AGENT MTS:4/12-5/9/23		227-051023	05/10/2023			15.08
400	REGIONS BANK CORPORATE TRUST	232578	06/06/2023	05/23/2023			227,700.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-818	PRN: S2020 BOND 11504		G067Z08	05/01/2023			206,000.00
	400-680-819	INT: S2020 BOND 11504		G067Z08	05/01/2023			21,700.00
400	FOSTERS A/C & HEATING INC	232579	06/06/2023	05/23/2023			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-586	SERVICE CALL: FRONT OFFICE		W1126230	05/11/2023			125.00
400	MISSION COMMUNICATIONS LLC	232580	06/06/2023	05/23/2023			7,391.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: HAVILL PUMP STN		1075899	05/08/2023			371.40
	400-651-698	RENEWAL: OAK ST PUMP STN		1075899	05/08/2023			371.40
	400-651-698	RENEWAL: MARINA DR PUMP STN		1075899	05/08/2023			371.40
	400-651-698	RENEWAL: SEAGRAPE PUMP STN		1075899	05/08/2023			371.40
	400-651-698	RENEWAL: LINDEN PUMP STN		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: HWY 90 NELSON		1075899	05/08/2023			347.40

Docket of Claims
Release date from 06/06/2023 thru 06/06/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MISSION COMMUNICATIONS LLC	232580	06/06/2023	05/23/2023			7,391.40	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: WESTGATE 2		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: LINDSEY LANE		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: MERIDA COVE		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: ALLEN RD PS		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: SHELL LANDING #2		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: C BYRD PS		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: RADIO RD PS		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: COBBLESTONE PS		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: ROYAL RUN PS		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: POLICE DEPT PS		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: MACKERAL PS		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: MARY ANN PS		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: SHELL LANDING		1075899	05/08/2023			347.40
	400-651-698	RENEWAL: RIVER OAKS PS		1075899	05/05/2023			347.40
	400-651-698	RENEWAL: COAST MEADOWS PS		1075899	05/08/2023			347.40
400	2018-2019 BOND DEBT SERVICE FUND	232581	06/06/2023	05/23/2023			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	JUN 2023: 2018 BOND DS		06012023	06/01/2023			24,000.00
400	2018-2019 BOND DEBT SERVICE FUND	232582	06/06/2023	05/23/2023			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	JUN 2023: 2019 BOND DS		06012023	06/01/2023			32,000.00
400	RJ YOUNG COMPANY LLC	232608	06/06/2023	05/30/2023			221.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GSII100-01 RENTAL FEE		INV6332362	05/16/2023			166.49
	400-650-698	IM C4500 USAGE:B/W		INV6332362	05/16/2023			10.47
	400-650-698	IM C4500 USAGE:COLOR		INV6332362	05/16/2023			44.46
400	FUELMAN	232634	06/06/2023	05/31/2023			125.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP64408461	05/22/2023			125.88
400	FUELMAN	232636	06/06/2023	05/31/2023			204.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP64433717	05/29/2023			204.36
400	SPARKLIGHT	232645	06/06/2023	05/31/2023			106.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUN 2023:UTY#1007663106		05232023	05/23/2023			106.55
400	AT&T	232648	06/06/2023	05/31/2023			78.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	05/14/2023			78.63
400	TYLER TECHNOLOGIES INC	232655	06/06/2023	05/31/2023			37,622.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	07/23-06/24 ERP PRO ANNUAL FEE		025-423796	06/01/2023			36,122.41
	400-650-698	07/23-06/24 TYLER U MAINT		025-423796	06/01/2023			1,500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	JACKSON COUNTY UTILITY AUTHORITY	232657	06/06/2023	05/31/2023			238,372.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	JUN 2023 TREATMENT CHGS		2162	06/01/2023			238,372.00
400	HUEY P STOCKSTILL LLC	232663	06/06/2023	05/31/2023			1,040.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	5.05 TN ASPHALT: MULT PRJS		57831	04/28/2023			464.60
	400-651-683	6.26 TN ASPHALT: OLD SHELL		58615	05/24/2023			575.92
400	SINGING RIVER ELECTRIC COOPERATIVE	232666	06/06/2023	05/31/2023			378.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CITY HALL WELL 114046001		05182023	05/24/2023			378.40
400	SINGING RIVER ELECTRIC COOPERATIVE	232667	06/06/2023	05/31/2023			4,771.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 17875		05192023	05/25/2023			227.25
	400-651-631	LIFT STATIONS 17883		05192023	05/25/2023			2,481.64
	400-651-631	LIFT STATIONS 17884		05192023	05/25/2023			1,120.83
	400-651-631	LIFT STATIONS 114260001		05192023	05/25/2023			942.11
400	SINGING RIVER ELECTRIC COOPERATIVE	232668	06/06/2023	05/31/2023			2,653.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		05152023	05/22/2023			31.04
	400-651-631	LIFT STATIONS 20649		05152023	05/22/2023			1,021.49
	400-651-631	LIFT STATIONS 28779		05152023	05/22/2023			99.48
	400-651-631	SCHOONER WELL 20688		05122023	05/18/2023			1,266.43
	400-651-631	LIFT STATIONS 20688		05122023	05/18/2023			235.55
400	SINGING RIVER ELECTRIC COOPERATIVE	232670	06/06/2023	05/31/2023			5,517.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 89627001		05162023	05/23/2023			69.12
	400-651-631	LIFT STATIONS 89702001		05162023	05/23/2023			30.00
	400-651-631	LIFT STATIONS 17881		05162023	05/23/2023			2,650.72
	400-651-631	WATER WELLS 17881		05162023	05/23/2023			2,767.75
400	WAGGONER ENGINEERING INC	232672	06/06/2023	05/31/2023			2,442.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	NEPA ANALYSIS: EPA STAG APP		40919	05/15/2023			902.50
	400-650-603	PRELIM ENG: EPA STAG APP		40919	05/15/2023			1,540.00
400	SINGING RIVER ELECTRIC COOPERATIVE	232673	06/06/2023	05/31/2023			9,379.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		05182023	05/24/2023			45.00
	400-651-631	CITY HALL SOUTH 17882		05182023	05/24/2023			2,400.63
	400-651-631	WATER WELLS 17882		05182023	05/24/2023			4,764.35
	400-651-631	LIFT STATIONS 17882		05182023	05/24/2023			2,169.92

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SEYMOUR ENGINEERING PLLC Account Number 400-651-603	232675	06/06/2023	05/31/2023			1,300.00	
		Description		Invoice #	Date	P.O.	Amount	
		MDOT PERMIT 100%		8771	05/27/2023			1,300.00
400	SUDDEN SERVICE INC Account Number 400-651-698	232684	06/06/2023	05/31/2023			645.00	
		Description		Invoice #	Date	P.O.	Amount	
		SERV CALL: PORTABLE GENERATOR		03019416	05/22/2023			645.00
400	REYNOLDS WHOLESALE CO Account Number	232687	06/06/2023	06/01/2023			949.19	
	400-650-510	Description		Invoice #	Date	P.O.	Amount	
	400-650-510	TISSUE 96 CT (3)		74512	05/19/2023	230861		170.25
	400-650-510	VB PAPER TOWEL 30CT (4)		74512	05/19/2023	230861		139.80
	400-650-510	NABC CLEANER 4/1 GAL		74512	05/19/2023	230861		55.80
	400-650-510	CS PINE SOL 3/144 OZ		74512	05/19/2023	230861		39.75
	400-650-510	WINDEX SPRAY 1/2 CS		74512	05/19/2023	230861		21.16
	400-650-510	PF LATEX GLOVES 100CT/BX		74512	05/19/2023	230861		70.00
	400-650-510	WAVE URINAL SCREEN 10CT (2)		74512	05/19/2023	230861		47.50
	400-650-510	38X58 CAN LINER 100CT (2)		74512	05/19/2023	230861		69.90
	400-650-510	30X36 WHT CAN LINER 200CT (2)		74512	05/19/2023	230861		57.00
	400-650-510	24X33 WHT CAN LINER 500CT (2)		74512	05/19/2023	230861		65.90
	400-650-510	FUSION SPRAY 1/2 CS		74512	05/19/2023	230861		34.50
	400-650-510	LYSOL SPRAY 19 OZ 12CT		74512	05/19/2023	230861		83.88
	400-650-510	CLOROX WIPES (2)		74512	05/19/2023	230861		9.90
	400-650-510	MOP HEAD-NOT LONG (3)		74512	05/19/2023	230861		18.00
	400-650-510	MOP HANDLE PLASTIC (2)		74512	05/19/2023	230861		21.90
	400-650-510	RAGS 25LB BOX		74512	05/19/2023	230861		43.95
400	SOUTHERN PIPE & SUPPLY CO INC Account Number 400-651-709	232692	06/06/2023	06/01/2023			4,995.00	
		Description		Invoice #	Date	P.O.	Amount	
		5/8X3/4 BLMJ DIRECT METER(60)		8004308-00	05/24/2023	230863		4,995.00
400	CONSOLIDATED PIPE & SUPPLY Account Number 400-651-581	232694	06/06/2023	06/01/2023			576.00	
		Description		Invoice #	Date	P.O.	Amount	
		1 MCDONALD FEMALE ADPT (12)		3729395002	05/25/2023	230278		576.00
400	BAY MOTOR WINDING INC Account Number	232697	06/06/2023	06/01/2023			5,920.00	
	400-651-584	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	INSPECT/REBUILD: LS-40		0125129	05/22/2023	230843		2,510.00
	400-651-584	MACHINE WORK		0125129	05/22/2023	230843		450.00
	400-651-584	INSPECT/REBUILD: LS-25		0125130	05/22/2023	230842		2,510.00
	400-651-584	MACHINE WORK		0125130	05/22/2023	230842		450.00
400	MUSCO-GULFPORT 1227 Account Number	232702	06/06/2023	06/01/2023			1,409.28	
	400-651-581	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	LF 1 CCXCTS PJ CORP (12)		0781150	04/25/2023	230718		888.96
	400-651-581	2 PVC IPS GXG REP COUP (12)		0781150	04/25/2023	230718		105.60
	400-651-581	LF 1-1/4X1 BRS RED COUP (12)		0781150-1	05/01/2023	230718		160.32
	400-651-581	2 PVC IPS GXG REP COUP (12)		CM051508	05/09/2023	230718		-105.60
	400-651-581	2 PVC IPS GXG REP COUP (12)		0783928	05/11/2023	230718		60.00
	400-651-581	2 PVC IPS GXG REP COUP (12)		0785064	05/15/2023	230718		300.00

Docket of Claims
Release date from 06/06/2023 thru 06/06/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LYMAN WELL COMPANY	232704	06/06/2023	06/01/2023			1,500.00	
	Account Number 400-651-584	Description		Invoice #	Date	P.O.	Amount	
		CHANNL STL PUMP FRAME: LS 21		23-135	03/31/2023	230557		1,500.00
400	J H WRIGHT & ASSOCIATES INC	232707	06/06/2023	06/01/2023			7,572.00	
	Account Number 400-651-584	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	KG5-2301SL GRINDR PUMP:LS 33		449901	02/28/2023	230550		4,622.00
	400-651-584	PC2000 LIFT STN CONTRLLR(4)		451562	05/02/2023	230756		2,900.00
	400-651-584	SHIPPING		451562	05/02/2023	230756		50.00
FUND TOTAL 400 Claims to		Checks	34 Total	663,492.66	Manual	Held		Total 663,492.66

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	61 Total	128,887.88 Manual	Held	Total	128,887.88
FUND 2 Claims	to	Checks	2 Total	555,452.07 Manual	Held	Total	555,452.07
FUND 156 Claims	to	Checks	1 Total	4,680.00 Manual	Held	Total	4,680.00
FUND 176 Claims	to	Checks	9 Total	90,016.58 Manual	Held	Total	90,016.58
FUND 304 Claims	to	Checks	3 Total	743,401.65 Manual	Held	Total	743,401.65
FUND 355 Claims	to	Checks	1 Total	11,194.00 Manual	Held	Total	11,194.00
FUND 361 Claims	to	Checks	1 Total	17,600.00 Manual	Held	Total	17,600.00
FUND 400 Claims	to	Checks	34 Total	663,492.66 Manual	Held	Total	663,492.66
Total for all Funds		Checks	112 Total	2,214,724.84 Manual	Held	Total	2,214,724.84

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:

June 6, 2023

Title:

Approval of Minutes from the Recessed Council Meeting held May 16, 2023

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of Minutes from the Recessed Council Meeting held May 16, 2023

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Recessed Council Meeting held May 16, 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 June 6, 2023.

**Tuesday
May 16, 2023
Gautier, Mississippi**

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held May 16, 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, and Dante Elbin. Also present were Teresa Montgomery, City Clerk; Josh Danos, City Attorney and other concerned citizens. Absent was Councilman Rusty Anderson and Paula Yancey, City Manager.

**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
--------------------------	-----------------------	--------------------------	--	--------------------------	---	--------------------------	------

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

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

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

1. Changed date of Tasty Thursday to May 25th instead of the 18th on Announcements.
2. Add to the Announcements - Offices will be closed Monday, May 29th, 2023 in observance of Memorial Day.
3. Pull Business Agenda Item 1 – Approval of Supplemental Agreement No. 2 to the Professional Services Agreement with Seymour Engineering for work associated with the Jackson County Animal Shelter wastewater distribution system

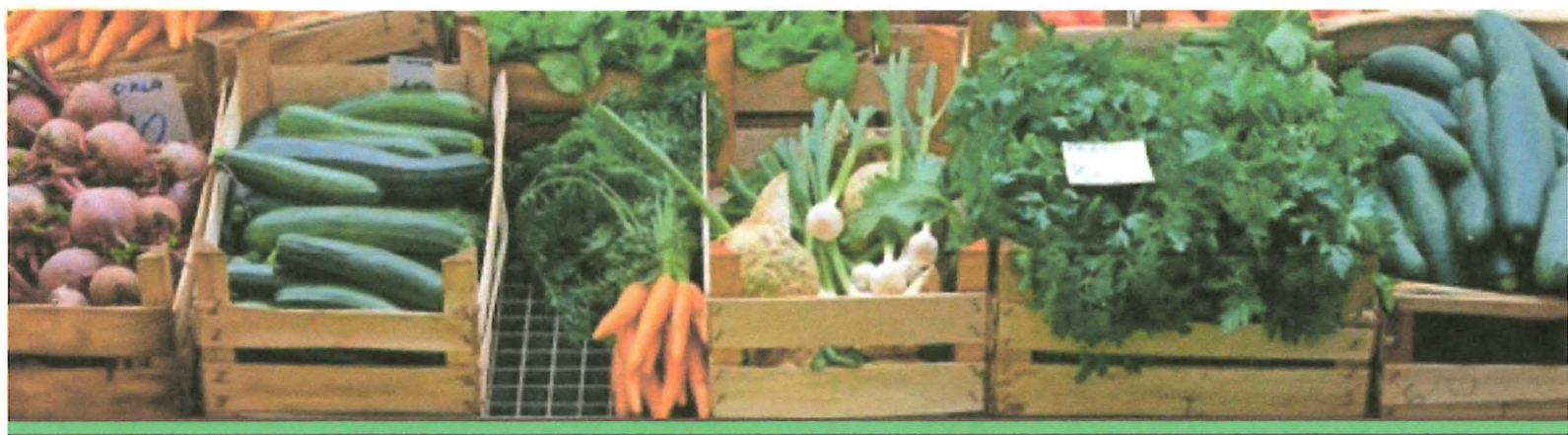
Councilman Gollott seconded the motion. The vote was carried unanimously. Absent was Councilman Rusty Anderson.

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 25th, 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.
7. Offices will be closed Monday, May 29th in observance of Memorial Day.

Presentation

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
-



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

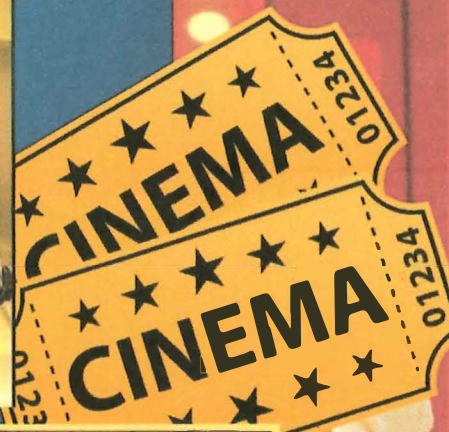
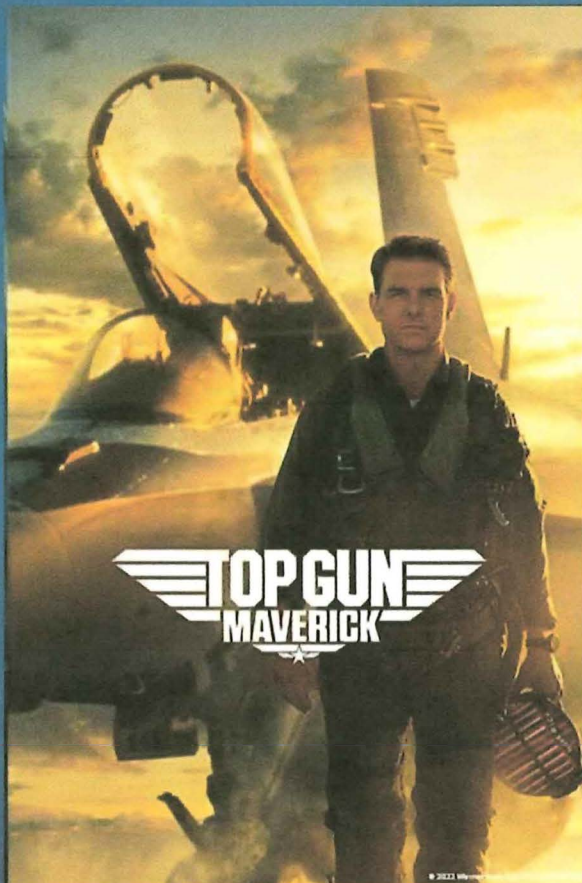
& Tutoring
AND TOYS



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 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

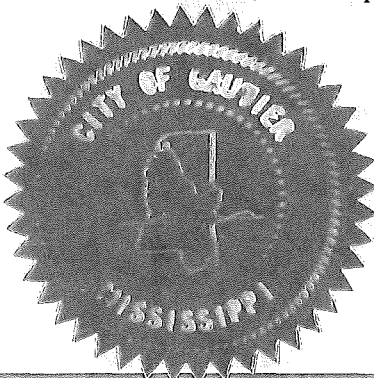
WHEREAS, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and

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

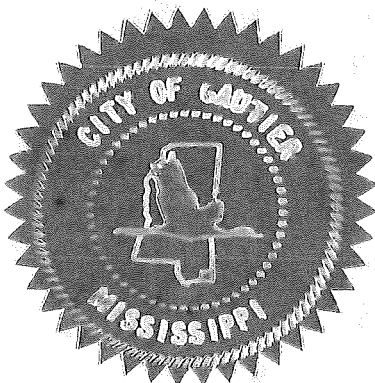
WHEREAS, officers of our Police Department recognize their duty to serve the people by protecting them against violence and disorder, and by protecting the innocent against deception; and

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

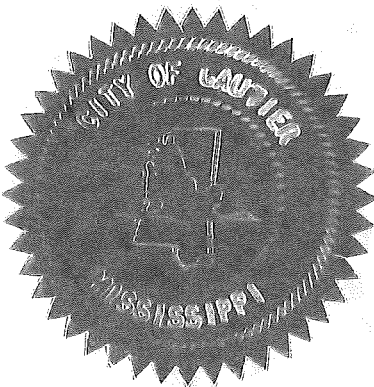
WHEREAS, to keep our community safe, firefighters also offer safety education and prevention strategies to the general public; and

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

After a discussion was held between the Mayor and members of the Council, regarding the consideration of an abatement at 1301 Roys Road, Gautier, MS, Councilman Colledge made the motion to table Business Agenda Item 2 until the next regular council meeting on June 6, 2023. Councilman Gollott seconded the motion. The vote was carried unanimously. Absent was Councilman Rusty Anderson.

Councilman Colledge made the motion to approve the request for an eleven-foot seven inch (11'7") front yard variance, as presented, 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). Councilman Elbin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 277-2023

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 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 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 **Councilman Colledge**, seconded by **Councilman Elbin**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Rusty Anderson**

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 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:

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman 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:

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):

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

23-17-UARTO BE HEARD BY GAUTIER PLANNING COMMISSION:FEE:

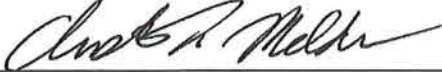
Variance _____

\$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 inATTACHMENTS REQUIRED AS APPLICABLE: need H.S. 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 recommends 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 utilizing 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 ₉₈ be greatly appreciated.

FENCE

ditch
Fence

5'8"

26'5"

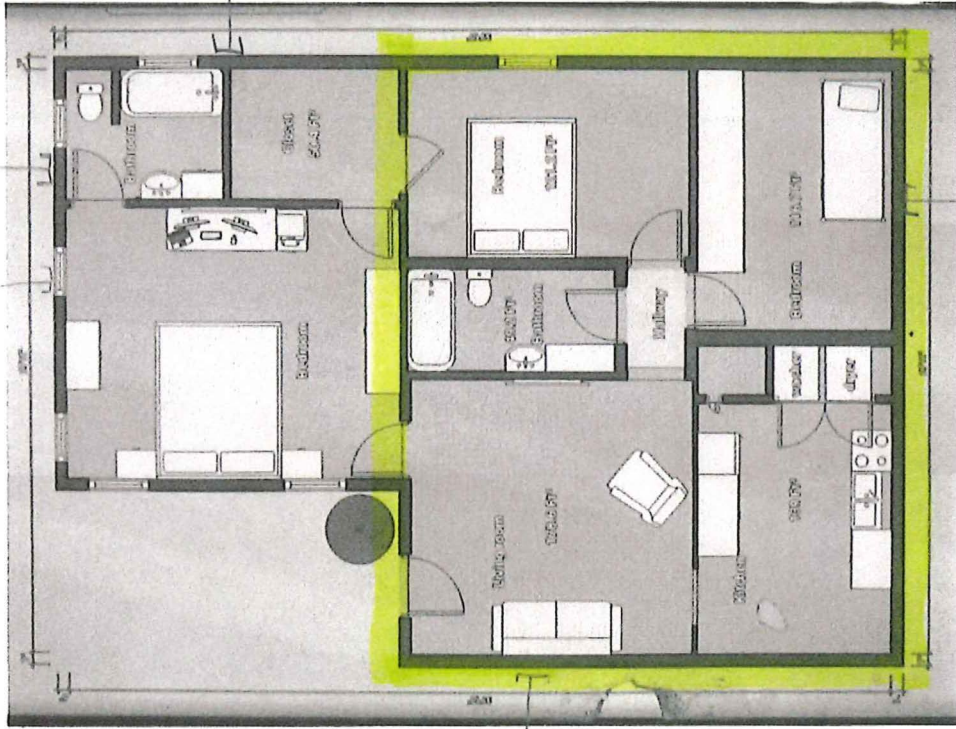
15'5"

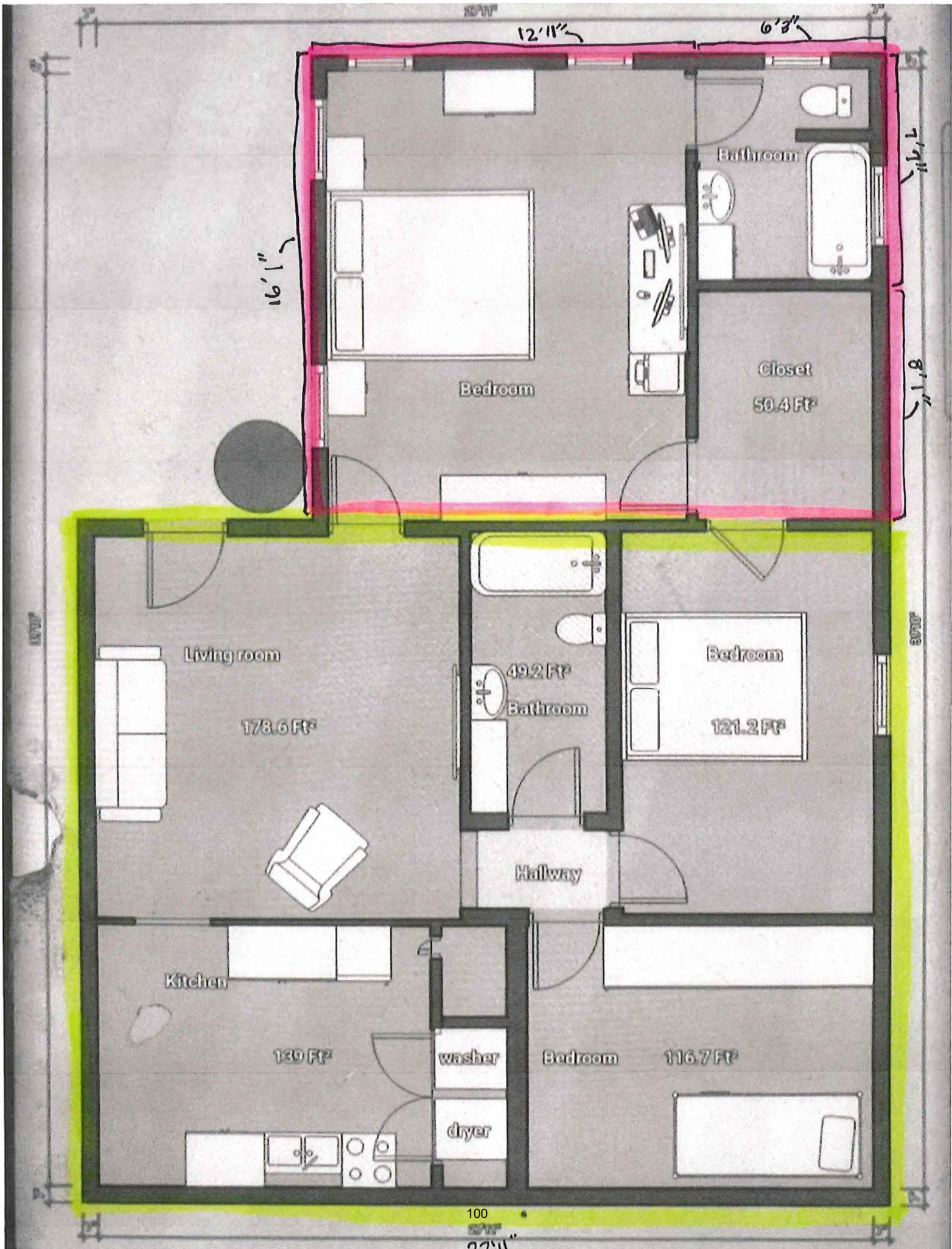
ditch
Fence

ditch
Fence

25'4"

16'9"





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

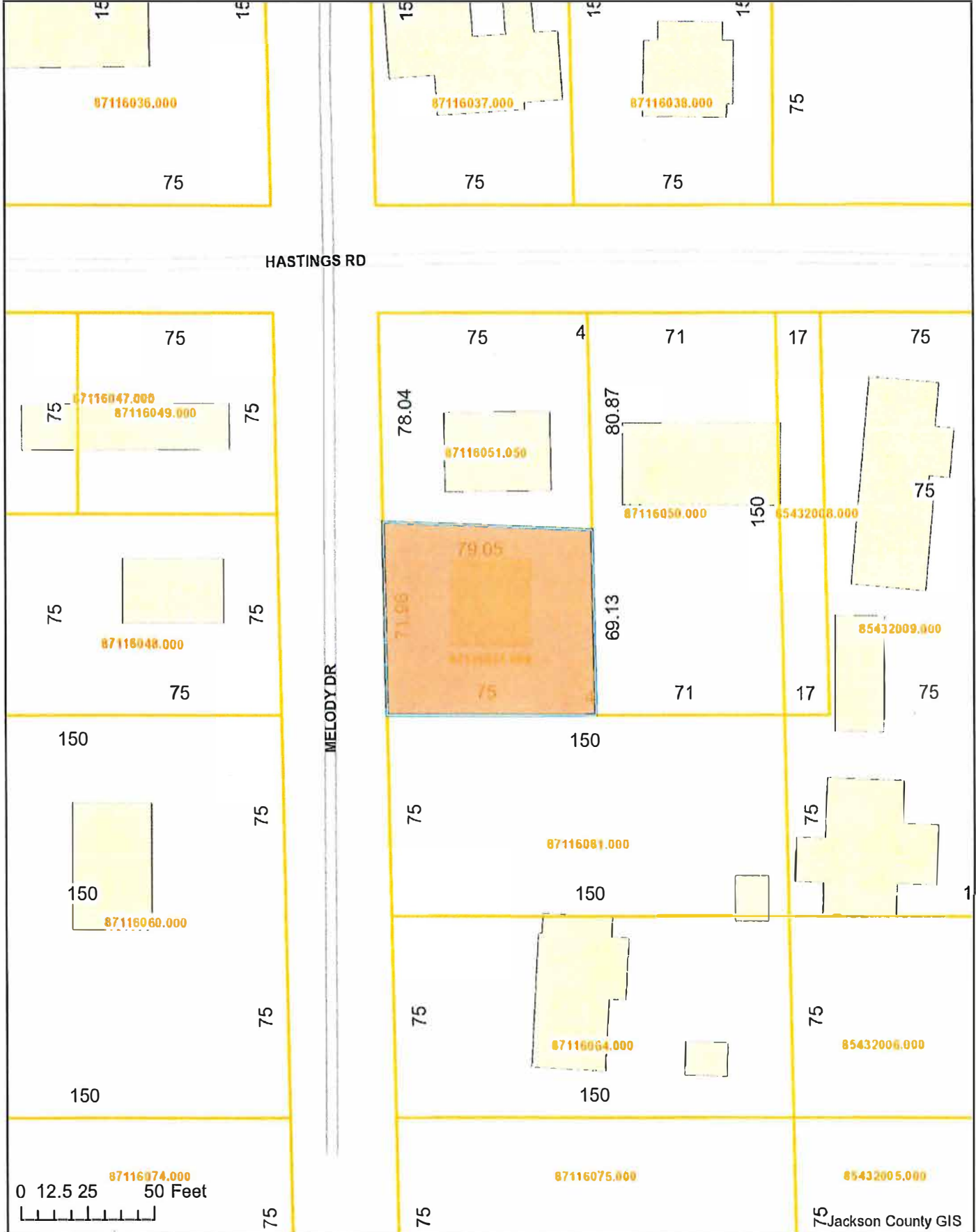
Year Built: 1960

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



0 12.5 25 50 Feet

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

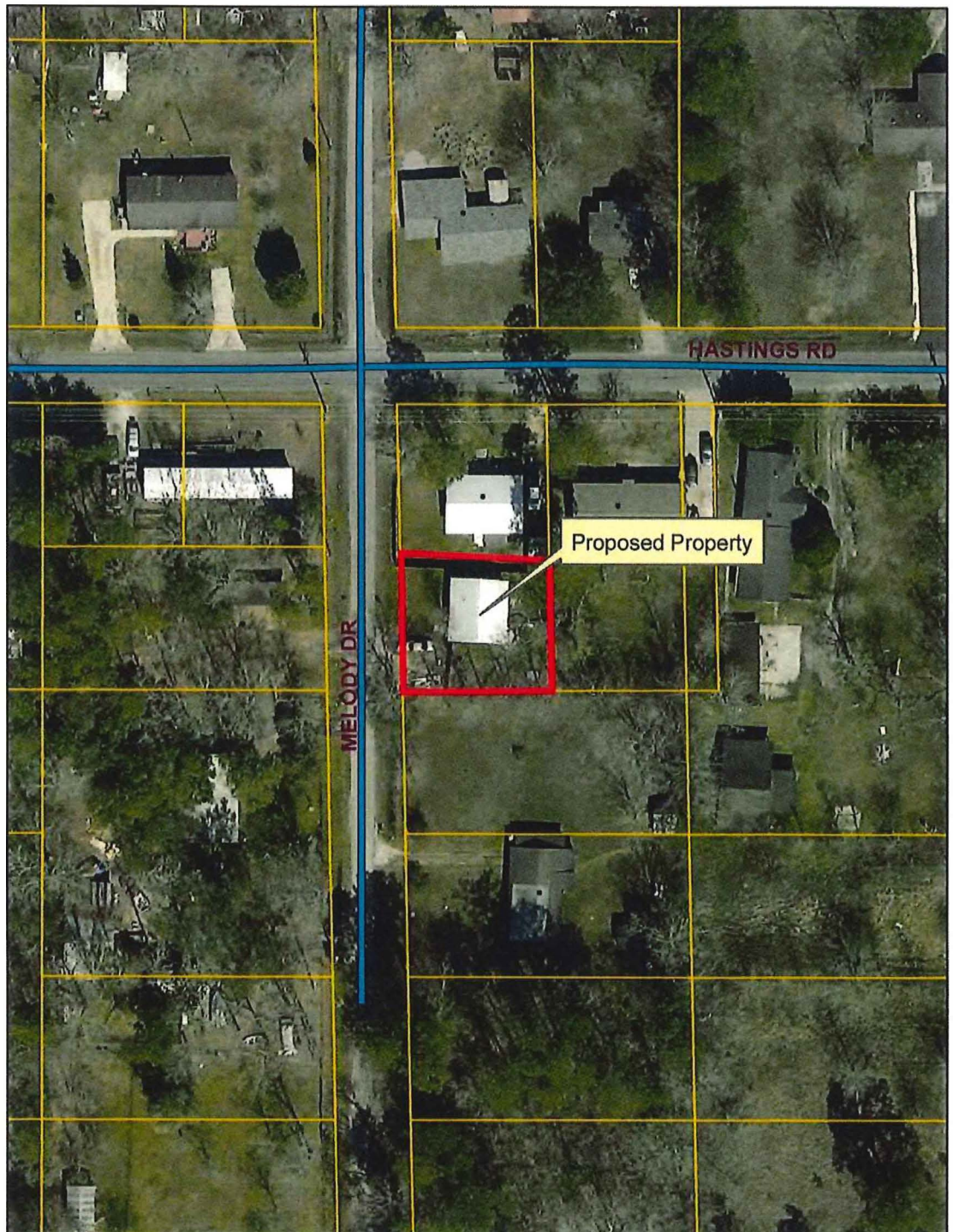


Exhibit B Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

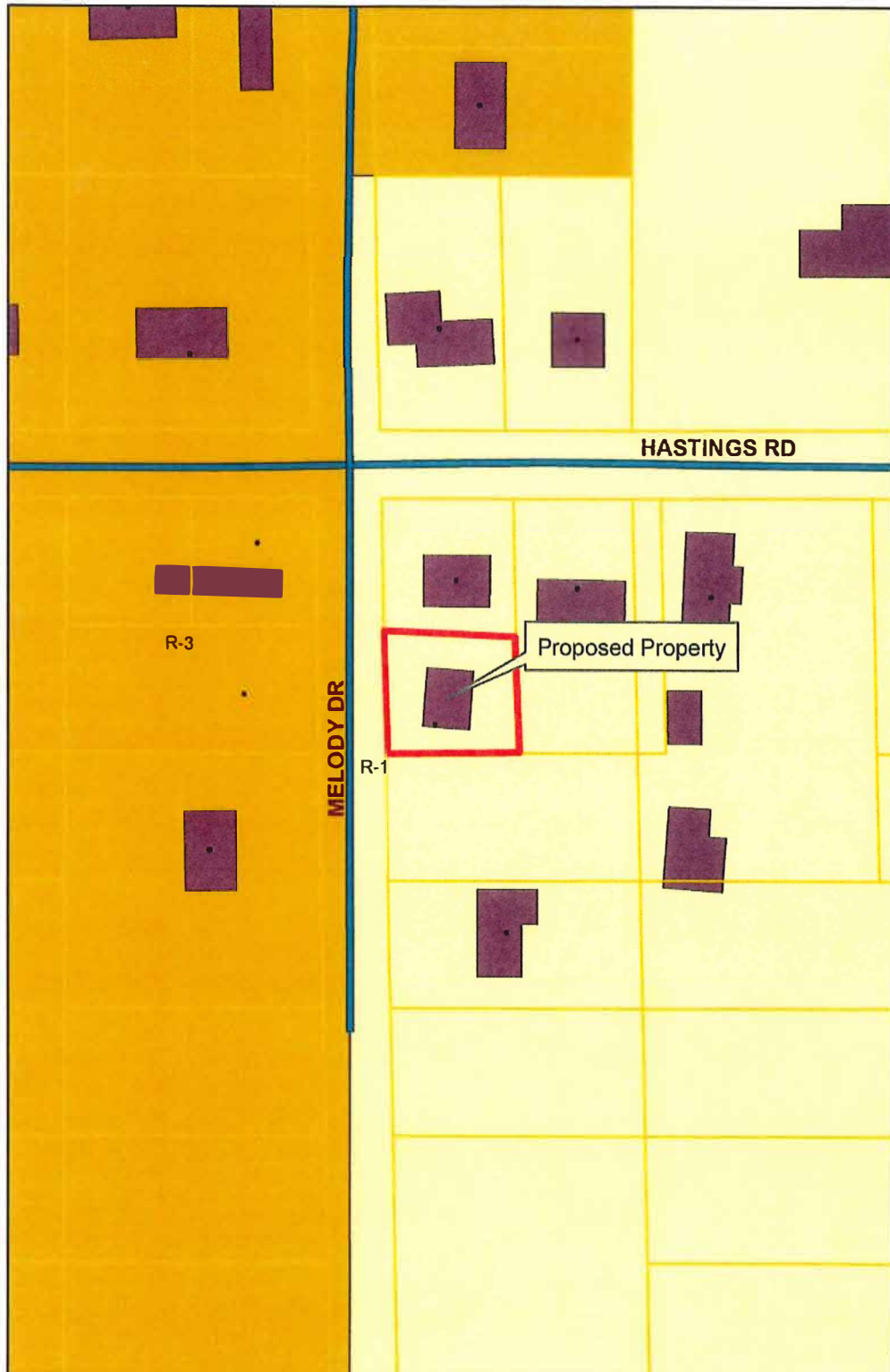


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

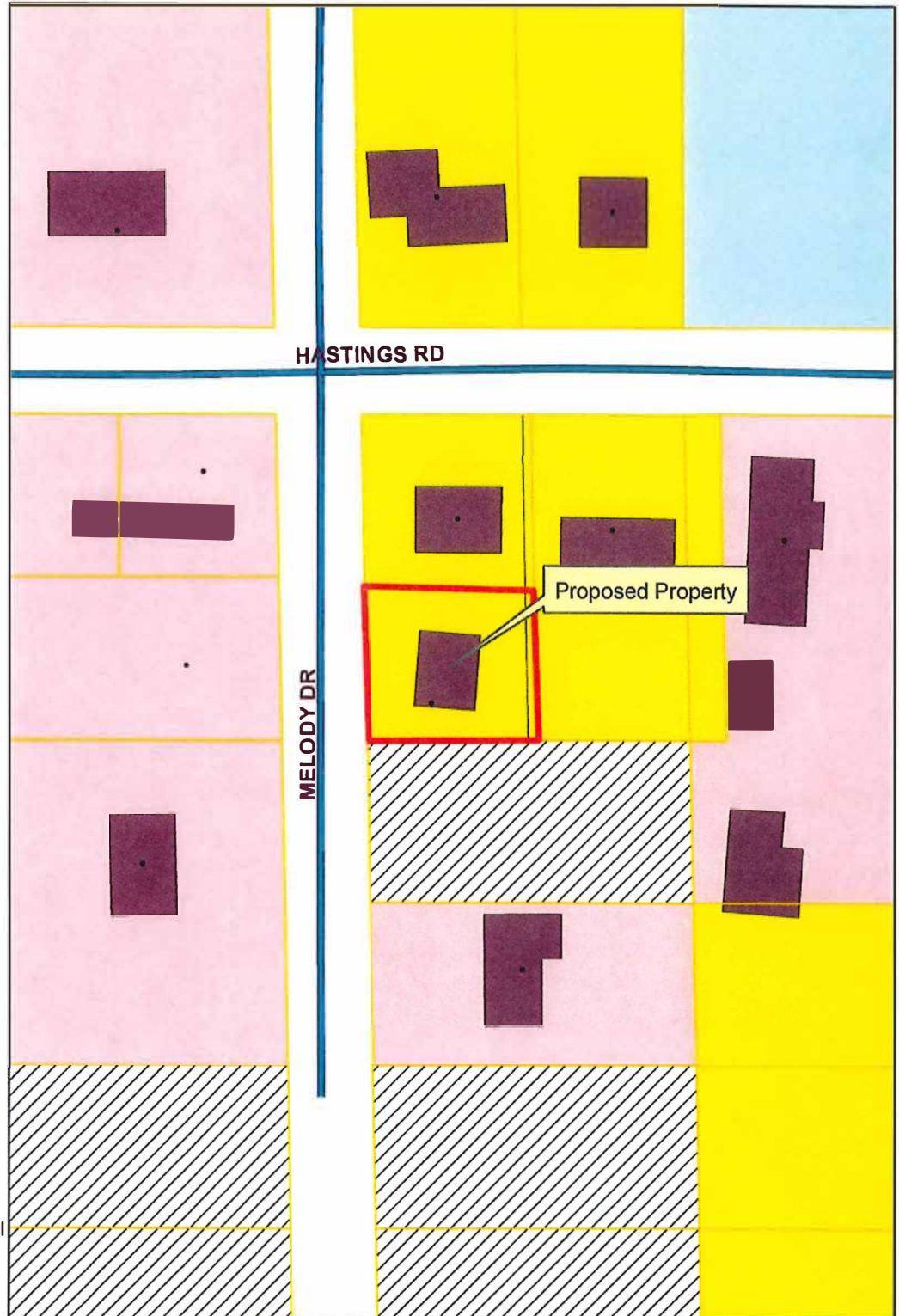


Exhibit D Future Land-Use

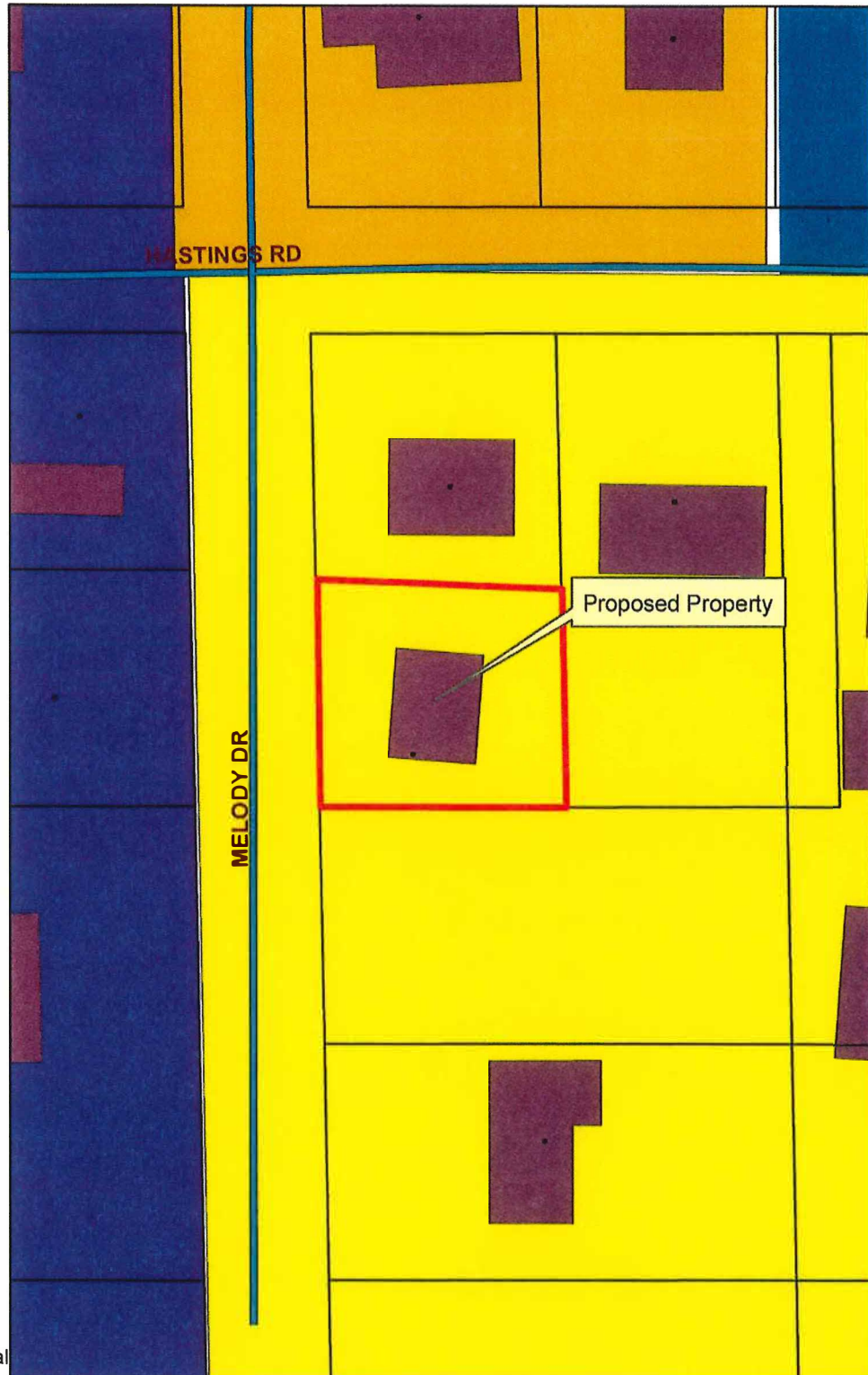
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



Councilman Colledge made the motion to approve the Special Exception Permit, as presented, to 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). 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 278-2023

**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 be in harmony with the purpose and intent of the Unified Development Ordinance; and will not be injurious to the neighborhood or the general welfare; and

WHEREAS, the City Council hereby finds that the proposed Special Exception is consistent with the character of the immediate vicinity of the proposed use; and

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

IT IS THEREFORE ORDERED that the Mayor and City Council accepts the recommendation of the Planning Commission and approves the application submitted by 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 **Councilman Colledge**, seconded by **Councilman George**, and the following vote was recorded:

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

NAYS: **None**

ABSENT: **Rusty Anderson**

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 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: A 7212 Horn of Grace Rd

Mailing Address (if different): " "

Email Address: hercliffords3513@gmail.com

Phone: 728-217-3366 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.
- N/A 4. Copy of protective covenants or deed restrictions, if any.
- N/A 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- ✓ 6. Any other information requested by the 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 BB

Fee Amount Received 251.00

Initials of Employee Receiving Application Babs

Date of Application: _____

4/13/23

I, Amy Clifford, the fee simple owner of the following described property (give legal description):

Manufactured home on 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, 20 23 by Amy Clifford, who is personally known to me or has produced proper license as identification and who did take an oath.

Rebecca Campbell

(Printed Name of Notary Public)

NOTARY PUBLIC
 Jackson County
 Commission Expires
 November 14, 2026

[Signature]
 (Signature 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

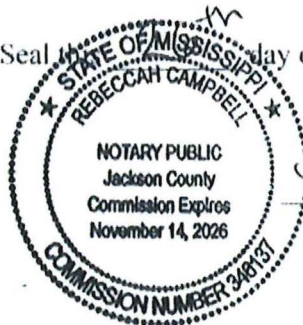
Date 4/26/23

Joshua Eli Stuart

Joshua Eli Stuart

Date 4/26/23

Given Under My Hand and Seal this 26th 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 trailer to wait to rent. We were never

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 ELDREDGE, 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
----------------------------------	----	-----------

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)

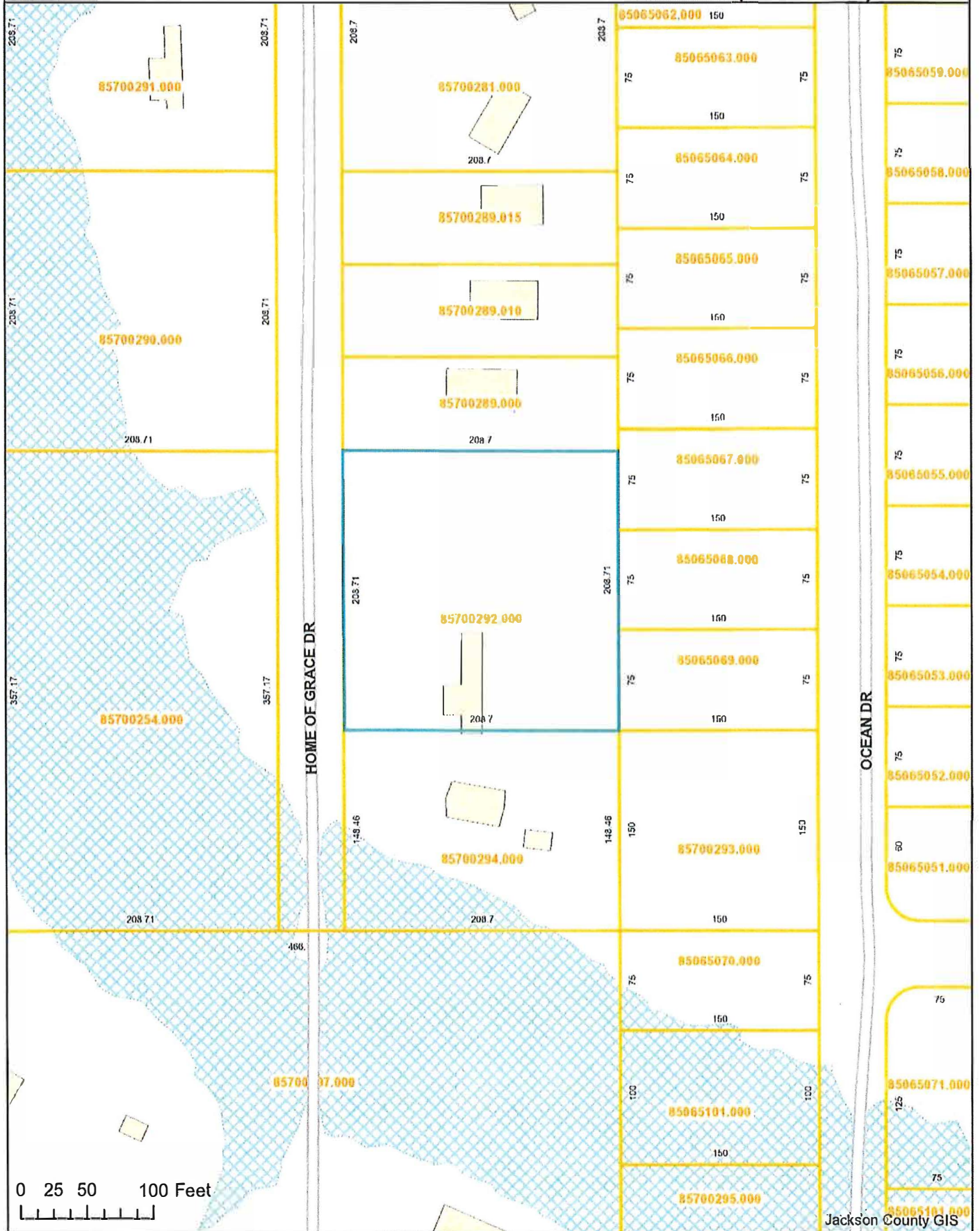


Exhibit A Location Map

■

Prepared by:
City of Gautier
Planning Department

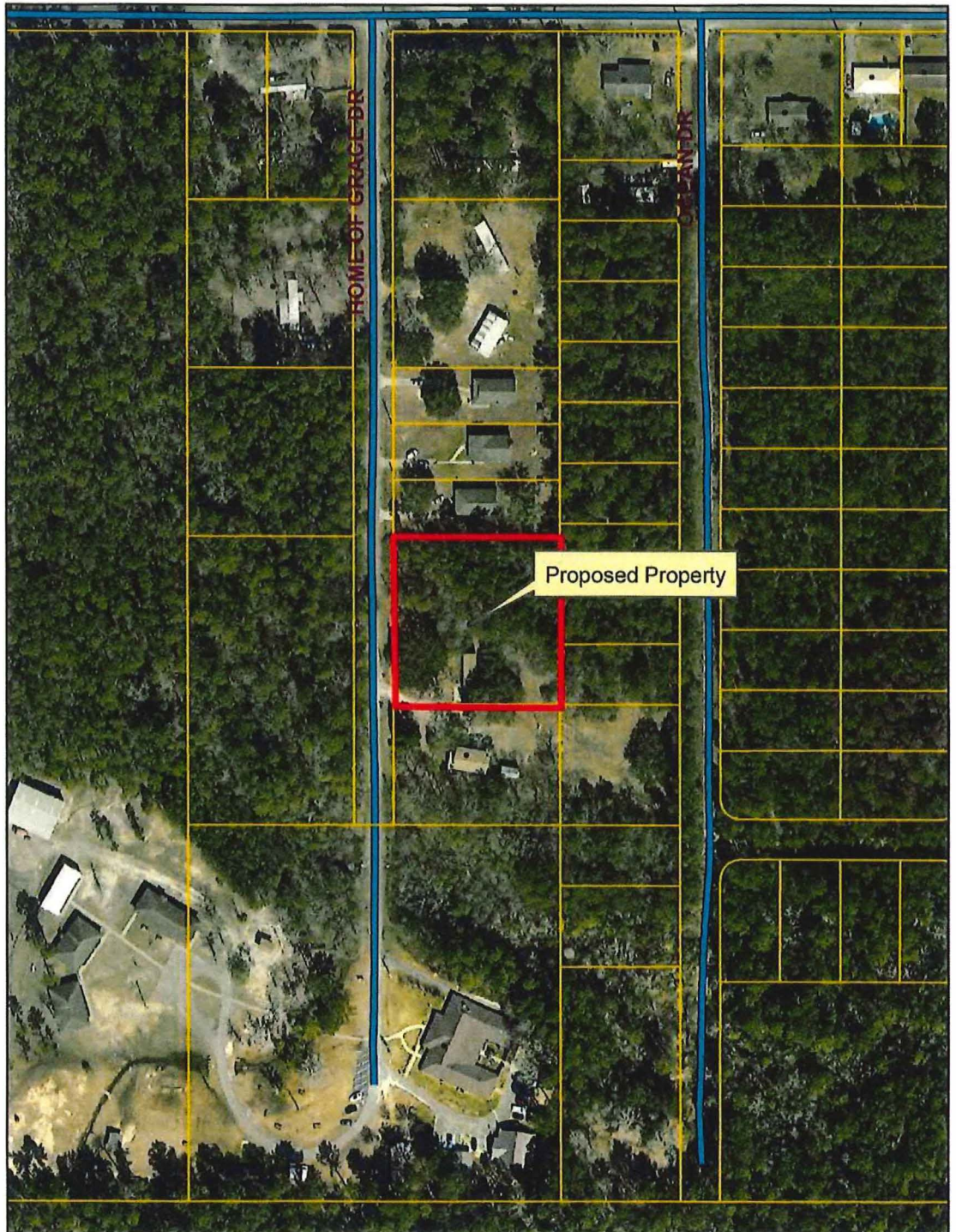


Exhibit B Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

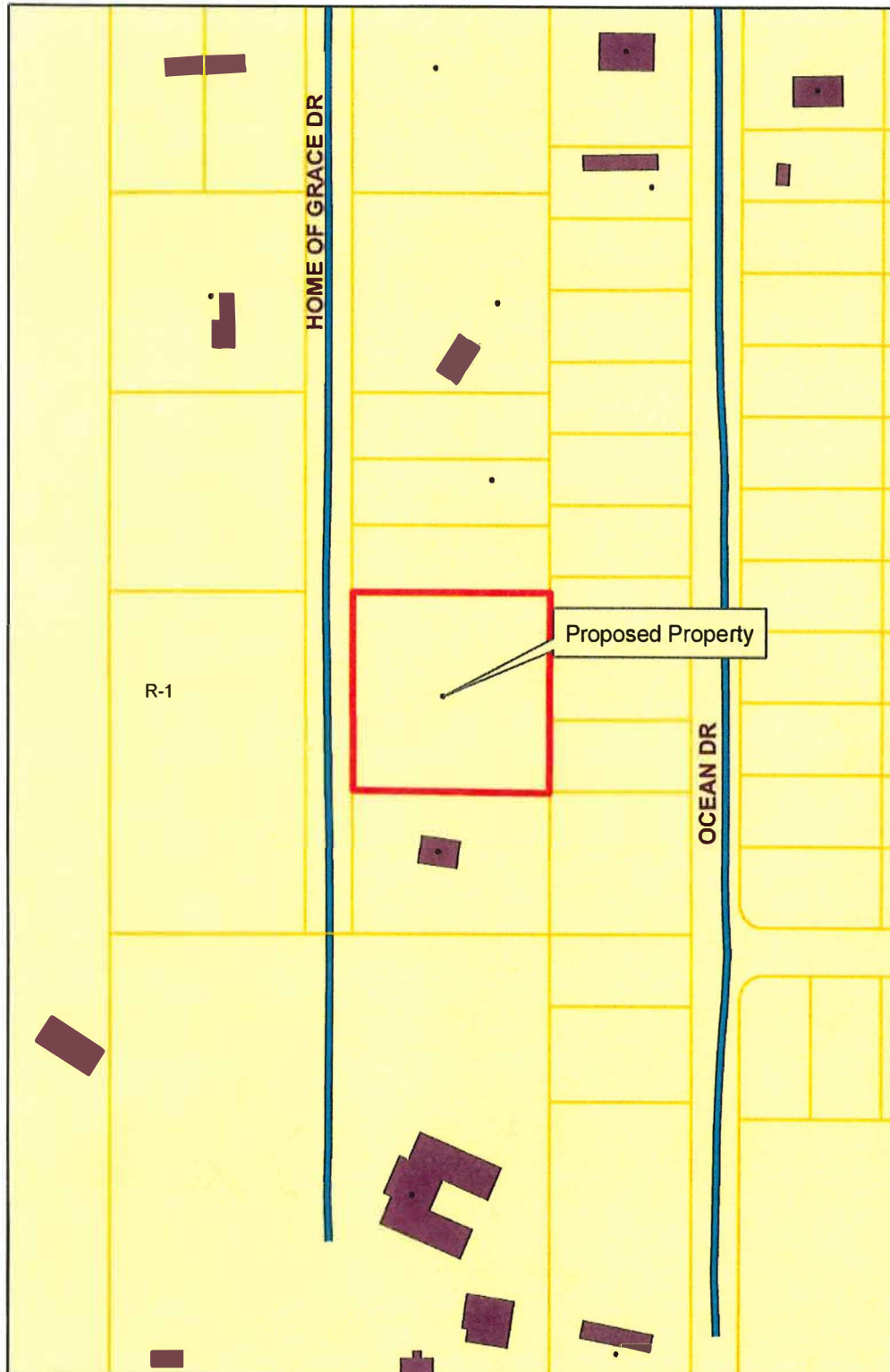


Exhibit C

Existing Land-Use

Prepared by:

City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

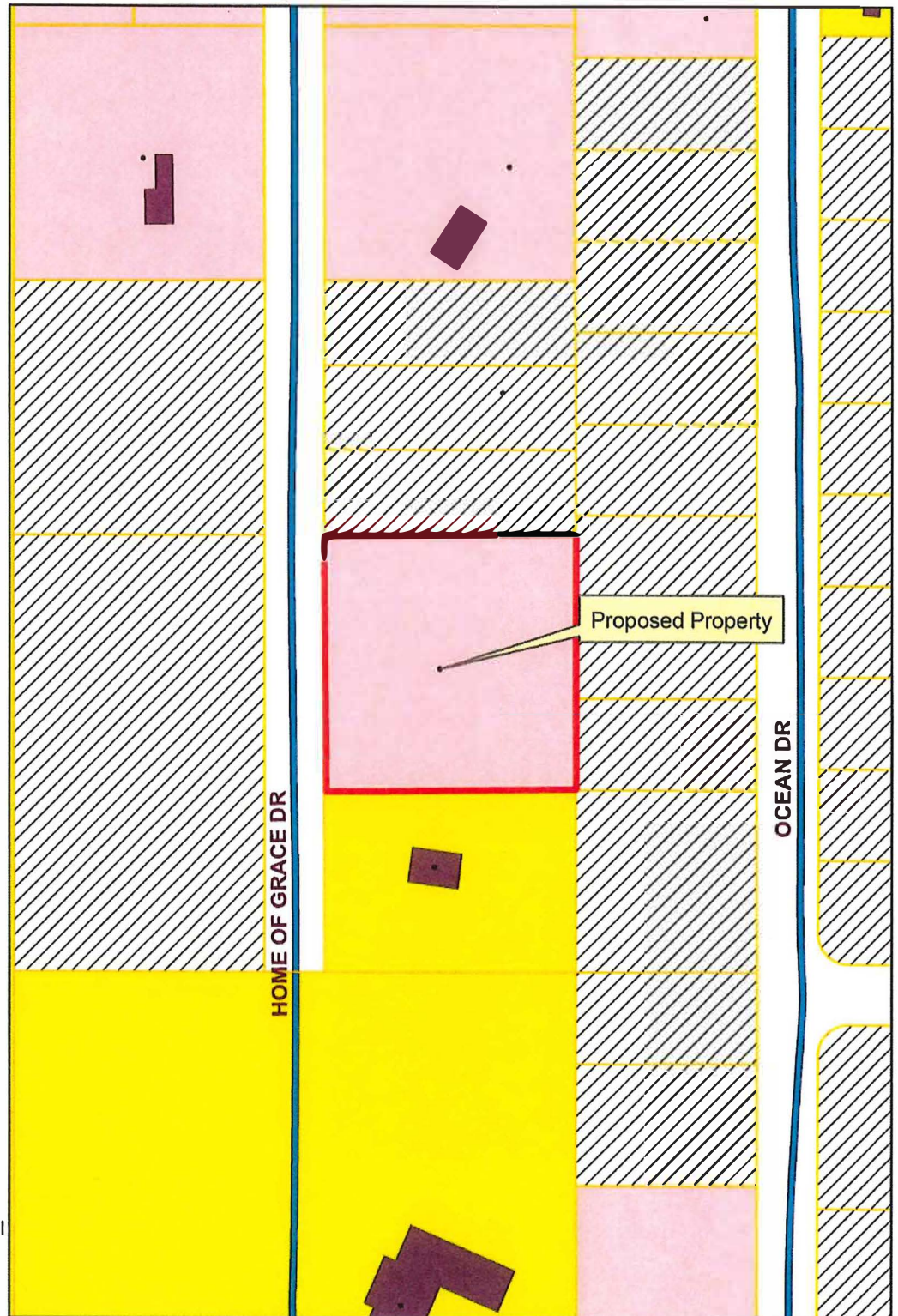


Exhibit D

Future Land-Use

Prepared By:
 City of Gautier
 Planning Department

Legend

FUTURE LAND USE

FLU_Class

Civic

high impact commercial

Conservation

High Density Residential

Industrial

Low Density Residential

Medium Density Residential

Mobile Home Residential

low impact Commercial

Recreational

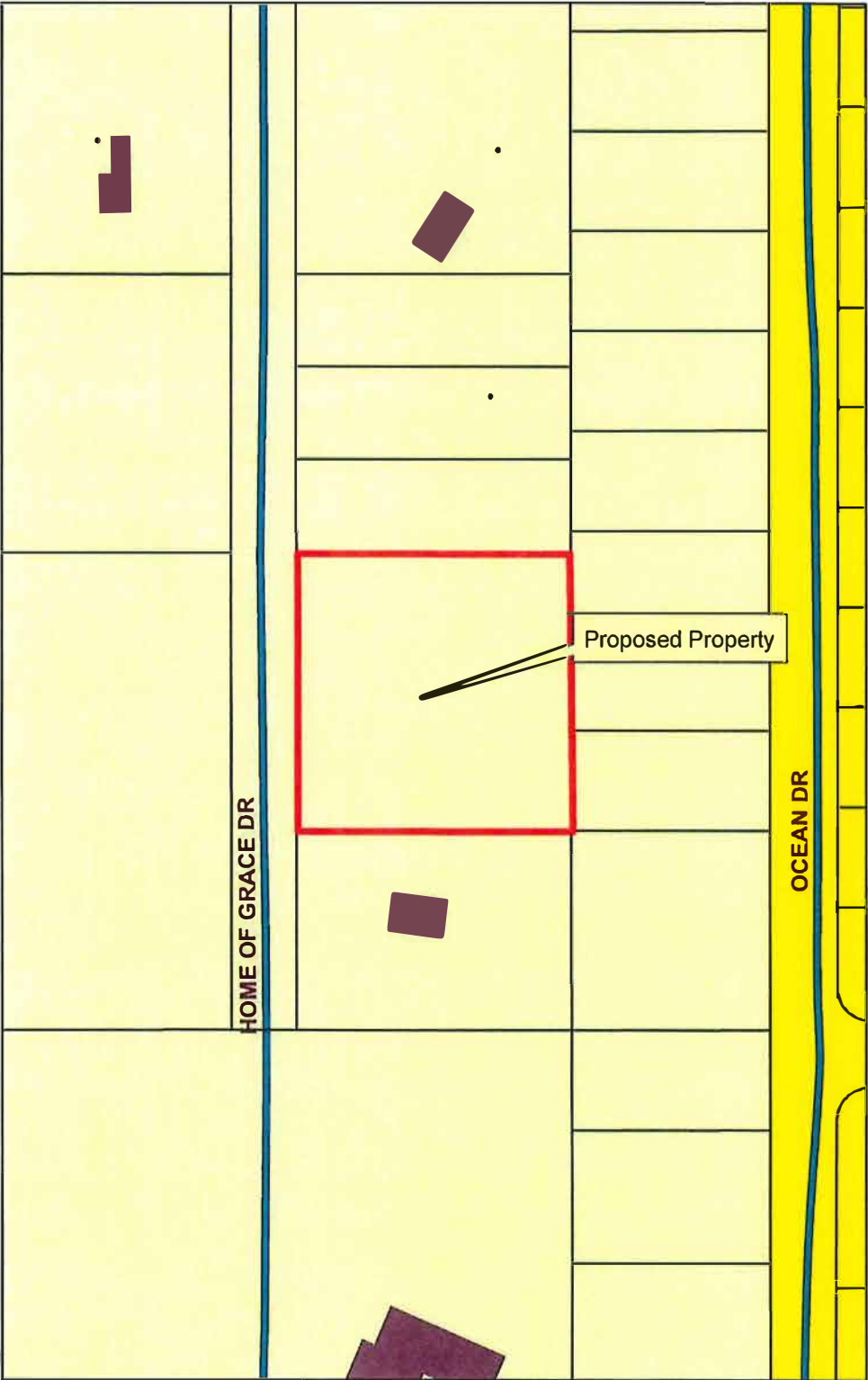
recreational commercial

Regional Scale Commercial

mixed use residential

Town Center

Very Low Density Residential



Councilman 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 279-2023

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
 Dante Elbin

NAYS: **None**

ABSENT: **Rusty Anderson**

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 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

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
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	05/01/2023			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

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

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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

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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	EMPS1STS1E 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	

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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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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"OK 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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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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130	GULF BREEZE CONSTRUCTION INC	232519	05/16/2023	05/11/2023			211,590.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-770	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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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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171	GOODWYN MILLS & CAWOOD INC	232469	05/16/2023	05/09/2023			7,537.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-762	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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172	JACKSON-GEORGE REGIONAL LIBRARY	232373	05/16/2023	05/01/2023			6,483.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		APR 2023	04/25/2023			6,483.59
FUND TOTAL 172 Claims	to	Checks	1 Total	6,483.59	Manual	Held	Total	6,483.59

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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

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
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

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	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
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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 Account Number 404-677-693	232417	05/16/2023	05/05/2023			106,024.80	
		Description		Invoice #	Date	P.O.	Amount	
		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

Councilman Gollott made the motion to approve consent agenda items 1- 4, as presented. 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 280-2023

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-4 are hereby approved.

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

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

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

NAYS: **None**

ABSENT: **Rusty Anderson**

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 16, 2023.

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

ORDER NUMBER 281-2023

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

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

NAYS: **None**

ABSENT: **Rusty Anderson**

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 16, 2023.

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

ORDER NUMBER 282-2023

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

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

NAYS: **None**

ABSENT: **Rusty Anderson**

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 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.

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

ORDER NUMBER 283-2023

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

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

NAYS: None

ABSENT: Rusty Anderson

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 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

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

ORDER NUMBER 284-2023

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

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

NAYS: **None**

ABSENT: **Rusty Anderson**

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 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 8:30 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: 028 522-8783
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): 028 522-8785
Address: 4307 Gautier Vancleave Rd Phone (Work): _____
City: Gautier State: MS Zip Code: 39553
Position with Organization: assistant principal

Individual(s) Responsible for keeping order and maintenance:

Name: Kay Gilbert - principal Phone (H): 028 522-8783 (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: _____
Approved: _____ Disapproved: _____
Approval/Disapproval Authority: _____
Date: _____

Councilman Gollott made the motion to adjourn until June 6, 2023, at 6:30pm.
Councilman Colledge 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 June 6, 2023.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:

June 6, 2023

Title:

Receive January 2023 Finance Reports

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive January 2023 Finance Reports.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2023

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for January 2023 are hereby received.

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

Motion was made by **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 June 6, 2023.

JAN 2023 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$4,166,266.34
HB1 Modernization Act Funds	Depository Account	002-000-001	\$1,537,588.07
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$3,110,795.21
MDAH School House Grant	Depository Account	030-000-001	\$1,783.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$255,528.26
U S Justice Equitable Sharing	Depository Account	157-000-001	\$88,625.41
Fire Protection Fund	Depository Account	160-000-001	\$298,877.00
Tidelands Grant	Depository Account	171-000-001	\$30,449.39
Library Support Fund	Depository Account	172-000-001	\$32,650.73
Shepard State Park Fund	Depository Account	176-000-001	\$78,885.34
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	\$61,552.83
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$9,741,879.62
General Depository Reconciled Cash Balance			\$9,741,879.62

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	
Bemis Sewer Project	Enterprise Account	351-000-002	
OST-GV Sewer Improvements	Enterprise Account	360-000-002	\$0.01
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	\$0.00
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,480,100.55
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			\$3,527,663.08
Enterprise Reconciled Cash Balance			\$3,523,970.13

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,412,358.56
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$1,502,525.62
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$242,672.84
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$723,502.45
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$50,590.51
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$50,590.51
MSPAC_TC Park HB1535 Project	Restricted Fund	304-000-004	\$4,006,734.99
SB 2948 Town Commons Funding	Restricted Fund	304-000-005	\$1,003,108.15
SB 2971 Amphitheater-Museum	Restricted Fund	304-000-006	\$2,004,216.84
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$920,523.10
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	\$246,715.15
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$57.84
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$4,672,629.64
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$168,362.35
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$255,044.41
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$932,590.05
Total Bond & Restricted Reconciled Cash Balances			\$18,192,223.01

**JAN 2023
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2023	JAN 2023	Balance	33.3% % to date
General Fund Revenues	11,250,849.00	3,017,061.65	8,233,787.35	26.8%
Expenditures:				
001 Legislative	265,541.00	104,446.06	161,094.94	39.3%
010 City Court	340,660.00	103,216.94	237,443.06	30.2%
021 City Manager	336,800.00	81,488.40	255,311.60	24.1%
022 Human Resources	76,928.00	22,177.79	54,750.21	28.8%
040 City Clerk	505,751.00	152,997.87	352,753.13	30.2%
060 City Attorney	160,000.00	46,240.40	113,759.60	28.9%
090 Economic Dev - Planning	521,675.00	165,122.65	356,552.35	31.6%
092 Building & General Expenses	1,321,000.00	492,828.02	828,171.98	37.3%
094 Grants & Project Admin	235,608.00	72,830.55	162,777.45	30.9%
100 Police	3,165,971.00	892,952.04	2,273,018.96	28.2%
161 Fire	3,024,807.00	949,165.20	2,075,641.80	31.3%
170 Recreation	823,599.00	235,170.00	588,429.00	28.5%
201 PW: Streets	381,300.00	38,575.47	342,724.53	10.1%
205 PW: Maintenance	393,295.00	91,601.96	301,693.04	23.2%
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	3,734,703.56	8,788,225.44	29.8%
<i>Total Operating Expenditures</i>	<i>10,883,155.00</i>	<i>3,350,925.50</i>	<i>7,532,229.50</i>	
<i>Total Capital Outlay Expenditures</i>	<i>579,741.00</i>	<i>60,208.52</i>	<i>519,532.48</i>	
<i>Total Debt Service</i>	<i>177,493.00</i>	<i>84,003.29</i>	<i>93,489.71</i>	
<i>Total Transfers Out</i>	<i>882,540.00</i>	<i>239,566.25</i>	<i>642,973.75</i>	
<i>Total Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>12,522,929.00</i>	<i>3,734,703.56</i>	<i>8,788,225.44</i>	
<i>Personnel</i>	<i>7,483,099.00</i>	<i>2,353,451.66</i>	<i>5,129,647.34</i>	
<i>Supplies</i>	<i>749,211.00</i>	<i>180,080.62</i>	<i>569,130.38</i>	
<i>Other Services</i>	<i>2,650,845.00</i>	<i>817,393.22</i>	<i>1,833,451.78</i>	
<i>Capital Outlay</i>	<i>579,741.00</i>	<i>60,208.52</i>	<i>519,532.48</i>	
<i>Debt Service</i>	<i>177,493.00</i>	<i>84,003.29</i>	<i>93,489.71</i>	
<i>Interfund Transfers for DS</i>	<i>882,540.00</i>	<i>239,566.25</i>	<i>642,973.75</i>	
<i>Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>12,522,929.00</i>	<i>3,734,703.56</i>	<i>8,788,225.44</i>	

**JAN 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of JAN 2023	Balance	33.33% % to date
002 HB1 Modernization Funds				
Revenues	1,123,294.00	519,152.00	604,142.00	46.2%
Expenditures	2,141,730.07	0.00	2,141,730.07	
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	0.00	0.00	0.00	
Expenditures	3,627,788.00	525,905.05	3,101,882.95	14.4%
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	89,783.68	4,791,826.97	1.8%
Expenditures	6,888,697.89	598,158.70	6,290,539.19	8.6%
156 SE MS METRO TASK FORCE				
Revenues	0.00	15,000.00	(15,000.00)	
Expenditures	276,395.10	36,106.93	240,288.17	13.0%
157 US Justice Equitable Sharing				
Revenues	0.00	7,227.36	(7,227.36)	
Expenditures	80,762.65	4,884.60	75,878.05	6.0%
160 Fire Protection Fund				
Revenues	543,000.00	0.00	543,000.00	
Expenditures	679,950.79	38,903.98	641,046.81	5.7%
171 Combined Tidelands Grant				
Revenues	824,870.30	73,247.28	751,623.02	8.8%
Expenditures	819,802.40	37,729.99	782,072.41	4.6%
172 Library Support Fund				
Revenues	126,031.00	37,847.87	88,183.13	30.0%
Expenditures	126,031.00	8,765.79	117,265.21	6.9%
176 Shepard State Park				
Revenues	241,905.00	63,046.64	178,858.36	26.0%
Expenditures	278,715.00	44,810.31	233,904.69	16.0%
177 HB1353 Local Imps: Shepard				
Revenues	0.00	2,267.17	(2,267.17)	
Expenditures	1,500,000.00	0.00	1,500,000.00	
250 2018 W&S Bond Debt Service				
Revenues	288,762.00	96,248.99	192,513.01	33.3%
Expenditures	288,119.00	64,059.38	224,059.62	22.2%

**JAN 2023
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2023	As of JAN 2023	Balance	33.33% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,655.00	10,531.67	123.33	98.8%
Expenditures	608.00	0.00	608.00	
252 2019 W&S Bond Debt Service				
Revenues	385,146.00	128,173.71	256,972.29	33.2%
Expenditures	376,638.00	300,106.25	76,531.75	79.6%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,855.00	10,696.29	158.71	98.5%
Expenditures	866.00	0.00	866.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	298,257.00	210,088.93	88,168.07	70.4%
Expenditures	298,157.00	0.00	298,157.00	
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	8,842.11	250,157.89	3.4%
Expenditures	8,142,015.35	97,950.00	8,044,065.35	1.2%
305 S2019 MPI GO Bond Construction Fund				
Revenues	1,900.00	1,559.96	340.04	82.1%
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	7,109.74	318,453.90	2.1%
Expenditures	5,123,657.43	113,704.50	5,009,952.93	2.2%

**JAN 2023
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2023	As of JAN 2023	Balance	33.33% % to date
360 OST-GV SEWER IMPROVEMENTS				
Revenues	0.00	185,888.81	(185,888.81)	
Expenditures	0.00	0.00	0.00	
361 GV-ROBERTSDALE SEWER IMPS				
Revenues	2,438,666.50	44,933.00	2,393,733.50	1.8%
Expenditures	2,438,666.50	22,466.50	2,416,200.00	0.9%
404 Solid Waste Fund				
Revenues	1,592,640.00	396,065.90	1,196,574.10	24.8%
Expenditures	1,605,000.00	431,352.90	1,173,647.10	26.8%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52	0.00	47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	45.00	1,627.63	(1,582.63)	3616.9%
Expenditures	45.00	0.00	45.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	450.00	384.84	65.16	85.5%
Expenditures	0.00	0.00	0.00	

**JAN 2023
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2023	JAN 2023	Balance	33.33% % to date
Utility Fund Revenues	9,100,000.00	3,069,287.22	6,030,712.78	33.7%
Administration	3,095,272.00	1,020,272.90	2,074,999.10	32.9%
Water & Sewer O & M	3,976,359.00	1,133,021.78	2,843,337.22	28.4%
Debt Service	1,065,477.00	202,097.82	863,379.18	18.9%
Transfers	1,793,564.00	244,000.00	1,549,564.00	13.6%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	10,130,672.00	2,599,392.50	7,531,279.50	25.6%
<i>Total Operating Expenditures</i>	<i>6,899,631.00</i>	<i>2,128,986.72</i>	<i>4,770,644.28</i>	
<i>Total Capital Outlay Expenditures</i>	<i>172,000.00</i>	<i>24,307.96</i>	<i>147,692.04</i>	
<i>Total Debt Service</i>	<i>1,065,477.00</i>	<i>202,097.82</i>	<i>863,379.18</i>	
<i>Total Interfund Transfers</i>	<i>1,793,564.00</i>	<i>244,000.00</i>	<i>1,549,564.00</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>2,599,392.50</i>	<i>7,531,279.50</i>	
 <i>Personnel</i>	 <i>541,083.00</i>	 <i>166,811.76</i>	 <i>374,271.24</i>	
<i>Supplies</i>	<i>313,000.00</i>	<i>58,520.46</i>	<i>254,479.54</i>	
<i>Other Services</i>	<i>6,045,548.00</i>	<i>1,903,654.50</i>	<i>4,141,893.50</i>	
<i>Capital Outlay</i>	<i>172,000.00</i>	<i>24,307.96</i>	<i>147,692.04</i>	
<i>Debt Service</i>	<i>1,065,477.00</i>	<i>202,097.82</i>	<i>863,379.18</i>	
<i>Interfund Transfers</i>	<i>1,793,564.00</i>	<i>244,000.00</i>	<i>1,549,564.00</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>2,599,392.50</i>	<i>7,531,279.50</i>	

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

June 6, 2023
Receive April 2023 Finance Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive April 2023 Finance Reports.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2023

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for April 2023 are hereby received.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting June 6, 2023.

APR 2023 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$6,510,403.21
HB1 Modernization Act Funds	Depository Account	002-000-001	\$1,214,267.13
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$2,691,449.91
MDAH School House Grant	Depository Account	030-000-001	\$1,783.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$112,162.29
U S Justice Equitable Sharing	Depository Account	157-000-001	\$88,237.77
Fire Protection Fund	Depository Account	160-000-001	\$278,459.28
Tidelands Grant	Depository Account	171-000-001	\$23,168.51
Library Support Fund	Depository Account	172-000-001	\$6,483.59
Shepard State Park Fund	Depository Account	176-000-001	\$61,260.81
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	\$288,924.41
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$11,355,477.95
General Depository Reconciled Cash Balance			\$11,355,477.95

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	(\$159,596.13)
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,071,852.91
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			\$2,959,819.31
Enterprise Reconciled Cash Balance			\$2,956,056.66

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,353,912.51
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$1,471,193.93
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$186,941.94
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$724,294.84
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$50,645.92
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$50,645.92
MSPAC_TC Park HB1535 Project	Restricted Fund	304-000-004	\$4,011,123.25
SB 2948 Town Commons Funding	Restricted Fund	304-000-005	\$1,004,206.77
SB 2971 Amphitheater-Museum	Restricted Fund	304-000-006	\$1,417,346.39
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$1,302,013.78
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	\$20,658.26
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	\$3,493,845.10
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$170,073.92
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$255,323.74
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$920,572.12
Total Bond & Restricted Reconciled Cash Balances			\$16,433,121.41

**APR 2023
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2023	APR 2023	Balance	58.33% % to date
General Fund Revenues	11,250,849.00	7,794,870.84	3,455,978.16	69.2%
Expenditures:				
001 Legislative	265,541.00	166,722.92	98,818.08	62.7%
010 City Court	340,660.00	188,697.82	151,962.18	55.3%
021 City Manager	336,800.00	135,578.17	201,221.83	40.2%
022 Human Resources	76,928.00	38,871.17	38,056.83	50.5%
040 City Clerk	505,751.00	273,224.82	232,526.18	54.0%
060 City Attorney	160,000.00	82,990.40	77,009.60	51.8%
090 Economic Dev - Planning	521,675.00	281,794.99	239,880.01	54.0%
092 Building & General Expenses	1,321,000.00	657,068.17	663,931.83	49.7%
094 Grants & Project Admin	235,608.00	133,647.45	101,960.55	56.7%
100 Police	3,165,971.00	1,543,285.38	1,622,685.62	48.7%
161 Fire	3,024,807.00	1,673,050.84	1,351,756.16	55.3%
170 Recreation	823,599.00	405,295.01	418,303.99	49.2%
201 PW: Streets	381,300.00	107,440.84	273,859.16	28.1%
205 PW: Maintenance	393,295.00	175,105.91	218,189.09	44.5%
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	6,148,664.10	6,374,264.90	49.0%
<i>Total Operating Expenditures</i>	<i>10,883,155.00</i>	<i>5,686,637.23</i>	<i>5,196,517.77</i>	
<i>Total Capital Outlay Expenditure</i>	<i>579,741.00</i>	<i>138,457.33</i>	<i>441,283.67</i>	
<i>Total Debt Service</i>	<i>177,493.00</i>	<i>84,003.29</i>	<i>93,489.71</i>	
<i>Total Transfers Out</i>	<i>882,540.00</i>	<i>239,566.25</i>	<i>642,973.75</i>	
<i>Total Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>12,522,929.00</i>	<i>6,148,664.10</i>	<i>6,374,264.90</i>	
<i>Personnel</i>	<i>7,483,099.00</i>	<i>4,224,307.77</i>	<i>3,258,791.23</i>	
<i>Supplies</i>	<i>749,211.00</i>	<i>295,029.87</i>	<i>454,181.13</i>	
<i>Other Services</i>	<i>2,650,845.00</i>	<i>1,167,299.59</i>	<i>1,483,545.41</i>	
<i>Capital Outlay</i>	<i>579,741.00</i>	<i>138,457.33</i>	<i>441,283.67</i>	
<i>Debt Service</i>	<i>177,493.00</i>	<i>84,003.29</i>	<i>93,489.71</i>	
<i>Interfund Transfers for DS</i>	<i>882,540.00</i>	<i>239,566.25</i>	<i>642,973.75</i>	
<i>Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>12,522,929.00</i>	<i>6,148,664.10</i>	<i>6,374,264.90</i>	

**APR 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of APR 2023	Balance	58.33% % to date
002 HB1 Modernization Funds				
Revenues	1,123,294.00	519,152.00	604,142.00	46.2%
Expenditures	2,141,730.07	323,320.94	1,818,409.13	15.0%
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	0.00	0.00	0.00	
Expenditures	3,627,788.00	945,250.35	2,682,537.65	26.0%
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	238,622.62	4,642,988.03	4.8%
Expenditures	6,888,697.89	805,443.69	6,083,254.20	11.6%
156 SE MS METRO TASK FORCE				
Revenues	0.00	45,000.00	(45,000.00)	
Expenditures	276,395.10	209,472.90	66,922.20	75.7%
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	59,321.70	620,629.09	8.7%
171 Combined Tidelands Grant				
Revenues	824,870.30	127,865.33	697,004.97	15.5%
Expenditures	819,802.40	99,628.92	720,173.48	12.1%
172 Library Support Fund				
Revenues	126,031.00	108,159.25	17,871.75	85.8%
Expenditures	126,031.00	105,244.31	20,786.69	83.5%
176 Shepard State Park				
Revenues	241,905.00	107,487.07	134,417.93	44.4%
Expenditures	278,715.00	106,875.27	171,839.73	38.3%
177 HB1353 Local Imps: Shepard				
Revenues	0.00	3,895.48	(3,895.48)	
Expenditures	1,500,000.00	32,960.00	1,467,040.00	2.1%
250 2018 W&S Bond Debt Service				
Revenues	288,762.00	168,397.29	120,364.71	58.3%
Expenditures	288,119.00	288,118.76	0.24	99.9%

**APR 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of APR 2023	Balance	58.33% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,655.00	10,923.64	(268.64)	102.5%
Expenditures	608.00	0.00	608.00	
252 2019 W&S Bond Debt Service				
Revenues	385,146.00	224,353.89	160,792.11	58.2%
Expenditures	376,638.00	300,106.25	76,531.75	79.6%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,855.00	11,207.53	(352.53)	103.2%
Expenditures	866.00	0.00	866.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	298,257.00	210,147.67	88,109.33	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	465,142.79	(206,142.79)	179.5%
Expenditures	8,142,015.35	765,366.97	7,376,648.38	9.4%
305 S2019 MPI GO Bond Construction Fund				
Revenues	1,900.00	3,048.54	(1,148.54)	160.4%
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	11,364.20	314,199.44	3.4%
Expenditures	5,123,657.43	1,296,743.50	3,826,913.93	25.3%

**APR 2023
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2023	As of APR 2023	Balance	58.33% % 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	1,040,809.06	1,397,857.44	42.6%
Expenditures	2,438,666.50	1,177,938.69	1,260,727.81	48.3%
404 Solid Waste Fund				
Revenues	1,592,640.00	947,246.68	645,393.32	59.4%
Expenditures	1,605,000.00	755,162.10	849,837.90	47.0%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52	0.00	47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	45.00	3,339.20	(3,294.20)	7420.4%
Expenditures	45.00	0.00	45.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	450.00	664.17	(214.17)	147.5%
Expenditures	0.00	0.00	0.00	

**APR 2023
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2023	APR 2023	Balance	58.33% % to date
Utility Fund Revenues	9,100,000.00	5,483,816.62	3,616,183.38	60.2%
Administration	3,095,272.00	1,912,626.43	1,182,645.57	61.7%
Water & Sewer O & M	3,976,359.00	2,091,628.12	1,884,730.88	52.6%
Debt Service	1,065,477.00	476,854.02	588,622.98	44.7%
Transfers	1,793,564.00	812,000.00	981,564.00	45.2%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	10,130,672.00	5,293,108.57	4,837,563.43	52.2%
<i>Total Operating Expenditures</i>	<i>6,899,631.00</i>	<i>3,945,185.39</i>	<i>2,954,445.61</i>	
<i>Total Capital Outlay Expenditures</i>	<i>172,000.00</i>	<i>59,069.16</i>	<i>112,930.84</i>	
<i>Total Debt Service</i>	<i>1,065,477.00</i>	<i>476,854.02</i>	<i>588,622.98</i>	
<i>Total Interfund Transfers</i>	<i>1,793,564.00</i>	<i>812,000.00</i>	<i>981,564.00</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>5,293,108.57</i>	<i>4,837,563.43</i>	
<i>Personnel</i>	<i>541,083.00</i>	<i>309,110.49</i>	<i>231,972.51</i>	
<i>Supplies</i>	<i>313,000.00</i>	<i>131,589.23</i>	<i>181,410.77</i>	
<i>Other Services</i>	<i>6,045,548.00</i>	<i>3,504,485.67</i>	<i>2,541,062.33</i>	
<i>Capital Outlay</i>	<i>172,000.00</i>	<i>59,069.16</i>	<i>112,930.84</i>	
<i>Debt Service</i>	<i>1,065,477.00</i>	<i>476,854.02</i>	<i>588,622.98</i>	
<i>Interfund Transfers</i>	<i>1,793,564.00</i>	<i>812,000.00</i>	<i>981,564.00</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>5,293,108.57</i>	<i>4,837,563.43</i>	

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

June 6, 2023
Designation of Kim Saucier as the Agent for the
City of Gautier's Hurricane Zeta projects, and
approval of the State-Local Disaster Assistance
Agreement

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000 Ext. 315

Summary Explanation: Designation of Kim Saucier as the Agent for the City of Gautier's Hurricane Zeta projects, and approval of the State-Local Disaster Assistance Agreement.

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	☐
☐		☐		☐		☐		☐	☐

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

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, under Public Law 93-228 and Public Law 100-707, each city or county included in a Presidential disaster declaration is eligible for federal assistance; and

WHEREAS, when the disaster is declared, each local government must designate an Applicant's Agent who will be authorized by the City Council to represent the City with federal and state agencies managing the public assistance programs; and

WHEREAS, the agent will be the contact person for federal and state agencies dealing with the disaster programs and will be responsible for managing federal funds, for following state and local bid and contract procedures, maintaining auditable records, and for ensuring that all work is accomplished before completing dates are reached; and

WHEREAS, the State-Local Disaster Assistance Agreement is also required to move forward with receiving the above assistance;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Kim Saucier will be designated as Applicant's Agent for the City of Gautier for Hurricane Zeta (4576) projects as of June 6, 2023, and the execution of the State-Local Disaster Assistance Agreement is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 6, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: May 30, 2023
Subject: Designation of Applicant's Agent for Hurricane Zeta Projects

REQUEST:

The Grants & Projects Department requests that the City of Gautier designate the Applicant's Agent for the City's Hurricane Zeta (4576) projects to Kimberly Compton Saucier and authorize execution of the State-Local Disaster Assistance Agreement.

BACKGROUND:

Each city or county included in a Presidential disaster declaration under Public Law 93-228 and Public Law 100-707 may be eligible for federal assistance to repair or replace damaged public facilities. When the disaster is declared, each local government must designate an Applicant's Agent who will be authorized by the City Council to represent the city with federal and state agencies managing these public assistance programs. The Agent will be the contact person for federal and state agencies dealing with the disaster programs and will be responsible for managing federal funds, for following state and local bid and contract procedures, for maintaining auditable records, and for ensuring that all work is accomplished before completion dates are reached. The designation must be made by the action of the full City Council and must be recorded in the official record.

DISCUSSION:

The Mississippi Emergency Management Agency (MEMA) notified the City that an applicant agent form must be submitted for each disaster. April Stennett was the applicant agent, however, due to her leaving a new applicant agent needs to be appointed. The City Manager recommended Brenda Greco serve as applicant agent until the Grants and Projects Director position was filled. The City has filled the position with Kimberly Compton Saucier.

RECOMMENDATION:

The City Manager recommends that the new Grants and Projects Director, Kimberly Compton Saucier, be designated as the Applicant's Agent for the City of Gautier for Hurricane Zeta projects as of the date of this meeting and authorize execution of the State-Local Disaster Assistance Agreement.

City Council may:

1. Approve the applicant agent designation and State-Local Disaster Assistance Agreement, as presented; or
2. Not approve the applicant agent designation and State-Local Disaster Assistance Agreement, as presented

ATTACHMENT(S):

- 1) Designation of Applicant Agent Form

2) State-Local Disaster Assistance Agreement



STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA- 4576 -DR-MS

APPLICANT FIPS #: 059-26860-00

APPLICANT NAME: City of Gautier

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organizations, or authorized tribal organizations (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by FEMA and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Super Circulars and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
8. The Applicant shall provide Quarterly Reports to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit Amendments of 1996 under the Code of Federal Regulations Part 200 – Super Circular: Subsection 200.501. The Applicant shall provide copies of every audit report issued on the entity at the time of its receipt by the entity to the Governor's Authorized Representative.
10. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
11. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicants.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The Applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.
25. The Applicant shall first endeavor to settle any controversy or claim arising from or relating to this Agreement, or the breach thereof, directly with the Executive Director of MEMA, or designated representative, before exhausting any other remedies or appeals to other governing authorities.

Certifying Official (Cannot be the Applicant Agent):

Paula Yancey

NAME (Print)

SIGNATURE

DATE

Applicant Agent:

Kim Compton Saucier

NAME (Print)

SIGNATURE

DATE

MEMA Only

Governor's Authorized Representative:

Stephen C. McCraney, Executive Director

NAME

SIGNATURE

DATE

DESIGNATION OF APPLICANT AGENT FOR PUBLIC ASSISTANCE

Federal Disaster Number: FEMA-4576-DR-MS

Entity's Name: City of Gautier

Governing Body Type: City Council

Applicant Agent Information

Name: Kimberly Compton Saucier

Official Title: Grants and Projects Director

Address: 3330 Hwy. 90

City/State/Zip: Gautier, MS 39553

Work Phone: 228-497-8000 ext 315

Cell Phone: 228-219-8016

Email Address: ksaucier@gautier-ms.gov

On behalf of the Agency listed above, the designated Applicant Agent is authorized to execute applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93.228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

Certifying Official Information (Cannot be the same as the Applicant Agent):

Name: Paula Yancey

Title: City Manager

Date: _____

Signature: _____

A certified copy of the Board Meeting Minutes/Resolution designating the Applicant Agent is attached.

Examples of Governing Body Type are Board of Supervisors, City Council, Executive Counsel, etc.



FFATA Reporting Form

Federal Funding Accountability and Transparency Act of 2006

(This requirement is for all grant funding received)

1.) Applicant: City of Gautier 2.) DUNS + 4: 964447817

3.) Registered in SAM (System of Award Management): Yes ☒ No ☐

4.) Physical Address Associated w/ DUNS #

Street 3330 Hwy 90

City Gautier, MS 39553 State MS

9-digit Zip (Must have 9 digit) 39553 - 5124 Country USA

5a.) Is your annual gross revenue made up of 80% or more in U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? No

b.) Do you receive \$25 Million or more in annual gross revenue from U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? No

6.) Is salary information for all top management positions available to public on SEC.gov? No

7.) Do you subaward any grant funds received from MEMA? No

8.) Applicant Point of Contact

Name: Kimberly Compton Saucier
Agency: City of Gautier
Title: Grants and Projects Director
Phone: 228-497-8000 ext 315
Mailing Address: 3330 Hwy. 90
City/State/Zip: Gautier, MS 39553
Email: ksaucier@gautier-ms.gov

I, Kimberly Compton Saucier hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate.

For MEMA Office Use Only

Grant Award Name _____ Grant Award ID# _____

Grant Award Amount _____ Date Obligated _____ Project # _____ Revision# _____

MEMA Officials Initials _____ Entered into FSRS.gov by _____

Date Entered _____

MEMA-FFATA 2015

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

June 6, 2023
Designation of Kim Saucier as the Agent for the
City of Gautier's Hurricane Ida projects, and
approval of the State-Local Disaster Assistance
Agreement

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000 Ext. 315

Summary Explanation: Designation of Kim Saucier as the Agent for the City of Gautier's Hurricane Ida (FEMA-4626-DR-MS) projects, and approval of the State-Local Disaster Assistance Agreement.

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	☐
☐		☐		☐		☐		☐	☐

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

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, under Public Law 93-228 and Public Law 100-707, each city or county included in a Presidential disaster declaration is eligible for federal assistance; and

WHEREAS, when the disaster is declared, each local government must designate an Applicant's Agent who will be authorized by the City Council to represent the City with federal and state agencies managing the public assistance programs; and

WHEREAS, the agent will be the contact person for federal and state agencies dealing with the disaster programs and will be responsible for managing federal funds, for following state and local bid and contract procedures, maintaining auditable records, and for ensuring that all work is accomplished before completing dates are reached; and

WHEREAS, the State-Local Disaster Assistance Agreement is also required to move forward with receiving the above assistance;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Kim Saucier will be designated as Applicant's Agent for the City of Gautier for Hurricane Ida (FEMA-4626-DR-MS) projects as of June 6, 2023, and the execution of the State-Local Disaster Assistance Agreement is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 6, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: May 30, 2023
Subject: Designation of Applicant's Agent for Hurricane Ida Projects

REQUEST:

The Grants & Projects Department requests that the City of Gautier designate the Applicant's Agent for the City's Hurricane Ida (FEMA-4626-DR-MS) projects to Kimberly Compton Saucier and authorize execution of the State-Local Disaster Assistance Agreement.

BACKGROUND:

Each city or county included in a Presidential disaster declaration under Public Law 93-228 and Public Law 100-707 may be eligible for federal assistance to repair or replace damaged public facilities. When the disaster is declared, each local government must designate an Applicant's Agent who will be authorized by the City Council to represent the city with federal and state agencies managing these public assistance programs. The Agent will be the contact person for federal and state agencies dealing with the disaster programs and will be responsible for managing federal funds, for following state and local bid and contract procedures, for maintaining auditable records, and for ensuring that all work is accomplished before completion dates are reached. The designation must be made by the action of the full City Council and must be recorded in the official record.

DISCUSSION:

The Mississippi Emergency Management Agency (MEMA) notified the City that an applicant agent form must be submitted for each disaster. April Stennett was the applicant agent, however, due to her leaving a new applicant agent needs to be appointed. The City Manager recommended Brenda Greco serve as applicant agent until the Grants and Projects Director position was filled. The City has filled the position with Kimberly Compton Saucier.

RECOMMENDATION:

The City Manager recommends that the Grants and Projects Director, Kimberly Compton Saucier, be designated as the Applicant's Agent for the City of Gautier for Hurricane Ida (FEMA-4626-DR-MS) projects as of the date of this meeting and authorize execution of the State-Local Disaster Assistance Agreement.

City Council may:

1. Approve the applicant agent designation and State-Local Disaster Assistance Agreement, as presented; or
2. Not approve the applicant agent designation and State-Local Disaster Assistance Agreement, as presented

ATTACHMENT(S):

- 1) Designation of Applicant Agent Form

2) State-Local Disaster Assistance Agreement



STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA- 4626 -DR-MS

APPLICANT FIPS #: 059-26860-00

APPLICANT NAME: City of Gautier

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organizations, or authorized tribal organizations (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by FEMA and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Super Circulars and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
8. The Applicant shall provide Quarterly Reports to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit Amendments of 1996 under the Code of Federal Regulations Part 200 – Super Circular: Subsection 200.501. The Applicant shall provide copies of every audit report issued on the entity at the time of its receipt by the entity to the Governor's Authorized Representative.
10. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
11. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicants.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The Applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.
25. The Applicant shall first endeavor to settle any controversy or claim arising from or relating to this Agreement, or the breach thereof, directly with the Executive Director of MEMA, or designated representative, before exhausting any other remedies or appeals to other governing authorities.

Certifying Official (Cannot be the Applicant Agent):

Paula Yancey

NAME (Print)

SIGNATURE

DATE

Applicant Agent:

Kimberly Compton

NAME (Print)

SIGNATURE

DATE

MEMA Only

Governor's Authorized Representative:

Stephen C. McCraney, Executive Director

NAME

SIGNATURE

DATE

DESIGNATION OF APPLICANT AGENT FOR PUBLIC ASSISTANCE

Federal Disaster Number: FEMA-4626-DR-MS

Entity's Name: City of Gautier

Governing Body Type: City Council

Applicant Agent Information

Name: Kimberly Compton Saucier

Official Title: Grants and Projects Director

Address: 3330 Hwy. 90

City/State/Zip: Gautier, MS 39553

Work Phone: 228-497-8000 ext. 315

Cell Phone: 228-219-8016

Email Address: ksaucier@gautier-ms.gov

On behalf of the Agency listed above, the designated Applicant Agent is authorized to execute applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93.228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

Certifying Official Information (Cannot be the same as the Applicant Agent):

Name: Paula Yancey

Title: City Manager

Date: _____

Signature: _____

A certified copy of the Board Meeting Minutes/Resolution designating the Applicant Agent is attached.

Examples of Governing Body Type are Board of Supervisors, City Council, Executive Counsel, etc.



FFATA Reporting Form

Federal Funding Accountability and Transparency Act of 2006

(This requirement is for all grant funding received)

1.) Applicant: City of Gautier 2.) DUNS + 4: 964447817

3.) Registered in SAM (System of Award Management): Yes ☒ No ☐

4.) Physical Address Associated w/ DUNS #

Street 3330 Hwy 90

City Gautier, MS 39553 State MS

9-digit Zip (Must have 9 digit) 39553 - 5124 Country USA

5a.) Is your annual gross revenue made up of 80% or more in U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? No

b.) Do you receive \$25 Million or more in annual gross revenue from U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? No

6.) Is salary information for all top management positions available to public on SEC.gov? No

7.) Do you subaward any grant funds received from MEMA? No

8.) Applicant Point of Contact

Name: Kimberly Compton Saucier
Agency: City of Gautier
Title: Grants and Projects Director
Phone: 228-497-8000 ext. 315
Mailing Address: 3330 Hwy. 90
City/State/Zip: Gautier, MS 39553
Email: ksaucier@gautier-ms.gov

I, Kimberly Compton Saucier hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate.

For MEMA Office Use Only

Grant Award Name _____ Grant Award ID# _____

Grant Award Amount _____ Date Obligated _____ Project # _____ Revision# _____

MEMA Officials Initials _____ Entered into FSRS.gov by _____

Date Entered _____

MEMA-FFATA 2015

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

June 6, 2023
Designation of Kim Saucier as the Agent for the
City of Gautier's COVID-19 projects, and approval of
the State-Local Disaster Assistance Agreement

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000 Ext. 315

Summary Explanation: Designation of Kim Saucier as the Agent for the City of Gautier's COVID-19 (FEMA-4528-DR-MS) projects, and approval of the State-Local Disaster Assistance Agreement.

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, under Public Law 93-228 and Public Law 100-707, each city or county included in a Presidential disaster declaration is eligible for federal assistance; and

WHEREAS, when the disaster is declared, each local government must designate an Applicant's Agent who will be authorized by the City Council to represent the City with federal and state agencies managing the public assistance programs; and

WHEREAS, the agent will be the contact person for federal and state agencies dealing with the disaster programs and will be responsible for managing federal funds, for following state and local bid and contract procedures, maintaining auditable records, and for ensuring that all work is accomplished before completing dates are reached; and

WHEREAS, the State-Local Disaster Assistance Agreement is also required to move forward with receiving the above assistance;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Kim Saucier will be designated as Applicant's Agent for the City of Gautier for COVID-19 (FEMA-4528-DR-MS) projects as of June 6, 2023, and the execution of the State-Local Disaster Assistance Agreement is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 6, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: May 30, 2023
Subject: Designation of Applicant's Agent for COVID-19 Projects

REQUEST:

The Grants & Projects Department requests that the City of Gautier designate the Applicant's Agent for the City's COVID-19 (FEMA-4528-DR-MS) projects to Kimberly Compton Saucier and authorize execution of the State-Local Disaster Assistance Agreement.

BACKGROUND:

Each city or county included in a Presidential disaster declaration under Public Law 93-228 and Public Law 100-707 may be eligible for federal assistance to repair or replace damaged public facilities. When the disaster is declared, each local government must designate an Applicant's Agent who will be authorized by the City Council to represent the city with federal and state agencies managing these public assistance programs. The Agent will be the contact person for federal and state agencies dealing with the disaster programs and will be responsible for managing federal funds, for following state and local bid and contract procedures, for maintaining auditable records, and for ensuring that all work is accomplished before completion dates are reached. The designation must be made by the action of the full City Council and must be recorded in the official record.

DISCUSSION:

The Mississippi Emergency Management Agency (MEMA) notified the City that an applicant agent form must be submitted for each disaster. April Stennett was the applicant agent, however, due to her leaving a new applicant agent needs to be appointed. The City Manager recommends Kimberly Compton Saucier serve as applicant agent.

RECOMMENDATION:

The City Manager recommends that the Grants and Projects Director, Kimberly Compton Saucier, be designated as the Applicant's Agent for the City of Gautier for COVID-19 (FEMA-4528-DR-MS) projects as of the date of this meeting and authorize execution of the State-Local Disaster Assistance Agreement.

City Council may:

1. Approve the applicant agent designation and State-Local Disaster Assistance Agreement, as presented; or
2. Not approve the applicant agent designation and State-Local Disaster Assistance Agreement, as presented

ATTACHMENT(S):

- 1) Designation of Applicant Agent Form
- 2) State-Local Disaster Assistance Agreement



STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA- 4528 -DR-MS

APPLICANT FIPS #: 059-26860-00

APPLICANT NAME: City of Gautier

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organizations, or authorized tribal organizations (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by FEMA and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Super Circulars and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
8. The Applicant shall provide Quarterly Reports to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit Amendments of 1996 under the Code of Federal Regulations Part 200 – Super Circular: Subsection 200.501. The Applicant shall provide copies of every audit report issued on the entity at the time of its receipt by the entity to the Governor's Authorized Representative.
10. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
11. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicants.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The Applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.
25. The Applicant shall first endeavor to settle any controversy or claim arising from or relating to this Agreement, or the breach thereof, directly with the Executive Director of MEMA, or designated representative, before exhausting any other remedies or appeals to other governing authorities.

Certifying Official (Cannot be the Applicant Agent):

Paula Yancey

NAME (Print)

SIGNATURE

DATE

Applicant Agent:

Kimberly Compton Saucier

NAME (Print)

SIGNATURE

DATE

MEMA Only

Governor's Authorized Representative:

Stephen C. McCraney, Executive Director

NAME

SIGNATURE

DATE

DESIGNATION OF APPLICANT AGENT FOR PUBLIC ASSISTANCE

Federal Disaster Number: FEMA- 4528-DR-MS

Entity's Name: City of Gautier

Governing Body Type: City Council

Applicant Agent Information

Name: Kimberly Compton Saucier

Official Title: Grants and Project Director

Address: 3330 Hwy. 90

City/State/Zip: Gautier, MS 39553

Work Phone: 228-497-8000 ext.315

Cell Phone: 228-219-8016

Email Address: ksaucier@gautier-ms.gov

On behalf of the Agency listed above, the designated Applicant Agent is authorized to execute applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93.228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

Certifying Official Information (Cannot be the same as the Applicant Agent):

Name: Paula Yancey

Title: City Manager

Date: _____

Signature: _____

A certified copy of the Board Meeting Minutes/Resolution designating the Applicant Agent is attached.

Examples of Governing Body Type are Board of Supervisors, City Council, Executive Counsel, etc.



FFATA Reporting Form

Federal Funding Accountability and Transparency Act of 2006

1. Applicant: City of Gautier 2. DUNS#: 964447817

3. Rostered in SAM (System of Award Management): ☒ Yes
☐ No

4. Physical Address Associated with DUNS#:

Street: 3330 Hwy. 90

City: Gautier

State: MS

9-Digit ZIP Code: 39553 - 5124

Country: USA

5. Is your annual gross revenue made up 80% or more in federal contracts, sub-contracts, loans, grants, sub-grants and/or cooperative agreements? ☐ Yes

☒ No

6. Do you receive \$25 million or more in annual gross revenue from federal contracts, sub-contracts, loans, grants, sub-grants and/or cooperative agreements? ☐ Yes

☒ No

7. Is salary information for all top management positions available to the public on SEC.gov? ☐ Yes

☒ No

8. Does your county sub-award any grant funds received from MEMA? ☐ Yes

☒ No

I, Kimberly Compton Saucier hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate.

Name: Kimberly Compton Saucier

Agency/Organization: City of Gautier

Title: Grants and Projects Director

Phone: 228-219-8016

Email: ksaucier@gautier-ms.gov

For MEMA Office Use Only:

Grant Award Name _____ Grant Award ID# _____

Grant Award Amount _____ Date Obligated _____

MEMA Official Initials _____ Entered into FSRS.gov by _____ Date Entered _____

MEMA-FFATA 2021

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

June 6, 2023
Authorization to accept monetary donations for the City of Gautier's Cruisin' through the Decades Event

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Authorization to accept the following monetary donations for the City of Gautier's Cruisin' through the Decades Event to be held October 1, 2023 starting at 12:00 P.M.: Seymour Engineering - \$2,500, Gold Sponsor; Foster's Heating & Air - \$500, Bronze Sponsor; O'Reilly Auto Parts - \$500, Bronze Sponsor

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan ☐ **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 27th Annual Cruisin' the Coast will be held October 1, 2023 through October 8, 2023 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more; and

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

WHEREAS, several sponsors have offered donations to the City for the purpose of hosting this event; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the monetary donation from Seymour Engineering (\$2,500), Foster's Heating & Air (\$500), and O'Reilly Auto Parts (\$500) for the City of Gautier's Cruisin' through the Decades Event to be held October 1, 2023 starting at 12:00 P.M. is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 6, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 05/30/2023
Subject: Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event

REQUEST:

The Recreation Department is seeking authorization from City Council to accept the following monetary donations for the City of Gautier's Cruisin' Through the Decades Event held on October 1, 2023.

BACKGROUND:

The 27th Annual Cruisin' the Coast will be held Oct. 1 – 8, 2023 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one-day event called, Cruisin' Through the Decades that will take place October 1, 2023 starting at 12 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

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

1. Gold Sponsor - \$2,500- Seymour Engineering
2. Bronze Sponsor-\$500- Foster's Air & Heating
3. Bronze Sponsor-\$500- O'Reilly Auto Parts

RECOMMENDATION:

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

ATTACHMENTS:

1. 2023 Cruisin Sponsorships 6.6.23

O'REILLY AUTOMOTIVE, INC.

P O BOX 1156 SPRINGFIELD MO 65801-1156

PHONE (417) 862-2674 FAX(417) 874-7125

NO. 96830

DATE 05/17/23

VENDOR NAME CITY OF GAUTIER

CHECK NO.

3008333

INVOICE NO.

INVOICE DATE

REFERENCE NO.

GROSS AMOUNT

DISCOUNT

AMOUNT PAID

93750

05/15/23

500.00

0.00

500.00

Total Paid

500.00

0.00

500.00

FOLD

FOLD

THIS CHECK IS VOID WITHOUT A GREEN BACKGROUND AND A CHAINLINK SHAPE WATERMARK

O'Reilly Auto Parts

Void After 90 Days

36-1870/1012

3008333

DATE 05/17/23

PAY FIVE HUNDRED AND 00/100

TO THE
ORDER OF:

CITY OF GAUTIER

3330 HIGHWAY 90

GAUTIER

MS 39553

*****500.00
FIVE ZERO ZERO ZERO ZERO ZEROCommerce Bank^{NA}
Kansas City, St Joseph*David O'Reilly*
AUTHORIZED SIGNATURE

50-003096 • 11ZV6

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

132351

FOSTER'S AIR CONDITIONING AND HEATING, INC.

P.O. BOX 606
GAUTIER, MISSISSIPPI 39553
PHONE: 228/497-2285

HANCOCK WHITNEY BANK
PASCAGOULA, MISSISSIPPI

85-368/655

5/12/2023

NO
PAY TO THE
ORDER OF

CITY OF GAUTIER

**500.00

\$

Five Hundred and 00/100

*****1*****

DOLLARS

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

FOSTER'S AIR CONDITIONING AND HEATING, INC.

Steven Dugdale

MEMO

CRUSIN THE COAST

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT.

Details on back.



Security Features Included:

SECURE
Safeguard
MP

SEYMOUR ENGINEERING, PLLC

925 TOMMY MUNRO DRIVE

SUITE G

BILOXI, MS 39532

(228) 385-2350

BancorpSouth Bank

BILOXI, MS 39530

85-127/842

9485

5/17/2023

PAY TO THE
ORDER OF CITY OF GAUTIER

\$**2,500.00

Two Thousand Five Hundred and 00/100***** DOLLARS

PROTECTED AGAINST FRAUD



CITY OF GAUTIER
ATTENTION: CHASSITY BILBO
3330 HIGHWAY 90
GAUTIER, MS 39553



Handwritten signature



MEMO

GOLF SPONSORSHIP - 2023 CRUISIN' THE COAS

SEYMOUR ENGINEERING, PLLC

CITY OF GAUTIER

Date	Type	Reference
5/10/2023	Bill	

Original Amt.
2,500.00

Balance Due
2,500.00

5/17/2023

Discount

Check Amount

Payment
2,500.00
2,500.00

9485

BCS OPER #7747 08 GOLF SPONSORSHIP - 2023 CRUISIN' THE C

2,500.00

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
June 6, 2023**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
