

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
October 17, 2023 @ 6:30 PM**

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. City of Gautier's 33rd Annual Gautier Mullet & Music Festival will be Saturday, October 21st, from 9am until 6pm at the former Singing River Mall Property.
2. Tasty Thursday will be October 26th starting at 11am at the former Singing River Mall Property.

IV. Presentation Agenda

1. Wounded Warriors Project Presentation by Eric Bowers
2. Police Officer of the Year

V. Business Agenda

1. Appointment of Gautier Planning Commission Member, Ward 2

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Resolution directing the issuance of a General Obligation Note, Series 2023 of the City of Gautier, MS

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Approval of Supplemental Agreement No. 2 for the Martin Bluff Roadway Improvements project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Approval of Change Order No. 1 for the Town Commons Park Phase II B, Great Lawn Site Work and Utilities - Inclusion Playground project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. **Approval of the Post-Opening Agreement between the City of Gautier and 46 Entertainment**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. **Consideration for the Abatement at 1726 Dailey Drive, Gautier, MS**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. **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 Regular Council Meeting held October 3, 2023**

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 November 7, 2023 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
October 17, 2023**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. City of Gautier's 33rd Annual Gautier Mullet & Music Festival will be Saturday, October 21st, from 9am until 6pm at the former Singing River Mall Property.
2. Tasty Thursday will be October 26th starting at 11am at the former Singing River Mall Property.

NOTES:



SATURDAY
OCTOBER 21
9 AM TO 6 PM
OLD SINGING RIVER MALL
2800 US-90, GAUTIER

FUN FOR EVERYONE!

Come celebrate our 33rd Gautier Mullet & Music Fest.
It is a **FREE** event, open to the public featuring our
own **MULLET TOSS!**

Live Music

Music starts at 9:30am until 6pm.
Bring a chair and enjoy the show!

FRIED MULLET AND FOOD TRUCKS!



Kids Only Zone

Pony rides, bounce houses, train rides,
and much more!!!

OVER 70 ARTS & CRAFTS VENDORS!

CAR & MOTORCYCLE SHOW

COSPLAY CONTEST PET PARADE

Cash prizes!

WWW.GAUTIERMULLETFESTIVAL.COM





GAUTIER PRESENTS

TASTY

THURSDAY!

OCT 26

11 AM



GOOD EATS FROM AWESOME

FOOD TRUCKS

**KEEPIN IT TASTY, BURGER BOX, FRANKIE FAYE'S ,
MEATBAWLS, LOS SARAPES, THE PEANUT MAN, SUGAR
BEANS, MANN'S KETTLE CORN, NORWOOD'S, MANNA TIME,
SALTY JAX, MAMA RED'S GRILL, EMERALD TEA CO.,
GRANNY'S DELICIOUS HOTDOGS, HAVENS DOWN HOME
CREAMERY, KICKIN' LICKIN' GOOD, EL LEON DEL SABOR,
DA DADOS**

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
October 17, 2023**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Wounded Warrior Project Presentation
2. Police Officer of the Year

NOTES:

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

Council Meeting:
Title:

**October 17, 2023
Appointment of Gautier Planning Commission
Member, Ward 2**

Introduced by:
Contact Person/Telephone

Councilman Richard Jackson

Summary Explanation: Appointment of Gautier Planning Commission Member, Ward 2

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, pursuant to statute, in a Council-Manager form of government, the City Council is responsible for appointing Planning Commissioners to serve during its term of office; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the appointment of the following Gautier Planning Commission Member is hereby approved.

Ward 2 –

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 October 17, 2023.

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

Council Meeting:
Title:

October 17, 2023
**Resolution directing the issuance of a General
Obligation Note, Series 2023 of the City of Gautier,
MS**

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Resolution directing the issuance of a General Obligation Note, Series 2023 of the City of Gautier, MS

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 on for consideration the matter of issuing a general obligation note of the City of Gautier, Mississippi and, after a discussion of the subject matter, Councilman _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI DIRECTING THE ISSUANCE OF A ONE MILLION THREE HUNDRED EIGHTY THOUSAND DOLLAR (\$1,380,000) GENERAL OBLIGATION NOTE, SERIES 2023 OF THE CITY OF GAUTIER, MISSISSIPPI FOR THE PURPOSE OF RAISING MONEY TO PAY THE COSTS OF PURCHASING CERTAIN MACHINERY AND EQUIPMENT FOR THE CITY; AWARDING THE SALE OF SAID NOTE; PRESCRIBING THE FORM AND DETAILS OF SAID NOTE; PROVIDING CERTAIN COVENANTS OF SAID CITY IN CONNECTION WITH SAID NOTE AND DIRECTING THE PREPARATION, EXECUTION AND DELIVERY THEREOF; RATIFYING THE PUBLICATION OF A NOTICE OF NOTE SALE IN CONNECTION WITH SAID NOTE AND THE DISTRIBUTION OF MATERIALS RELATED TO THE SALE AND ISSUANCE OF SAID NOTE; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Gautier, Mississippi (the "Governing Body"), acting for and on behalf of the City of Gautier, Mississippi (the "City") are authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented, and Section 31-7-13(e), Mississippi Code of 1972, as amended and supplemented (together, the "City Act"), and Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, as amended and supplemented (the "Note Act" and collectively with the City Act, the "Act"), to incur indebtedness of the City for the purpose of purchasing machinery and equipment for said City; and

WHEREAS, pursuant to the Note Act, the Governing Body, acting for and on behalf of the City, is authorized to issue negotiable notes of the City for any purpose for which the Governing Body is otherwise authorized to issue bonds, notes or certificates of indebtedness including those set forth in the Act; and

WHEREAS, on October 3, 2023, the Governing Body adopted a resolution (the "Sale Resolution") declaring the necessity for the sale and issuance of a general obligation note of the City for the purpose of raising money to pay the costs of purchasing machinery and equipment for the City (the "Project") and authorizing the sale and issuance of such general obligation note, the publication of a Notice of Note Sale in connection with such note (the "Notice") and authorizing the distribution of a proposal for purchase (the "Proposal") and other materials and information convenient to the sale of such note; and

WHEREAS, the Project is in accordance with the provisions of the Act; and

WHEREAS, the Governing Body is authorized pursuant to the Act to provide financing for the Project through the issuance of a general obligation note of the City secured by a pledge of the full faith, credit and resources of the City; and

WHEREAS, the Governing Body has determined that it is necessary and advisable to issue a general obligation note of the City in the aggregate principal amount of One Million Three Hundred Eighty Thousand Dollars (\$1,380,000) in order to finance the Project and to pay the costs of the sale and issuance of such note; and

WHEREAS, such general obligation note shall be designated as the \$1,380,000 City of Gautier, Mississippi General Obligation Note, Series 2023 (the "Note"); and

WHEREAS, the issuance of the Note under the Act for the purpose of financing the Project will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City including those set forth in Section 21-33-303 of the City Act; and

WHEREAS, pursuant to the direction of the Sale Resolution and as required by the Note Act, the Clerk of the City (the "Clerk") and Butler Snow LLP ("Special Counsel") prepared and published the Notice in the *Sun Herald*, Biloxi, Mississippi, a newspaper having general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented, on October 6, 2023, in the form attached hereto as Exhibit A; and

WHEREAS, pursuant to the Sale Resolution, the Mayor of the City (the "Mayor"), Special Counsel and Government Consultants, Inc. (the "Municipal Advisor") prepared and distributed the Notice and the Proposal to prospective purchasers of the Note in the forms attached hereto as Exhibit B; and

WHEREAS, at or prior to the hour of 4:30 p.m., Mississippi time, on this 17th day of October, 2023, there were filed with the Governing Body _____ (____) sealed proposals on the form of the Proposal which are attached hereto as Exhibit C and made a part hereof for the purchase of the Note pursuant to the terms and provisions of the Notice, as follows:

Name of Bidder

Interest Rate

WHEREAS, said Proposals have been read at length and have been considered by the Governing Body; and

WHEREAS, the Proposal of _____ (the "Purchaser") was determined to be the lowest and best bid for the Note; and

WHEREAS, it is the opinion of the Governing Body that the best interest of the City will be served by the acceptance of the aforesaid Proposal of the Purchaser; and

WHEREAS, the issuance of the Note for the purpose of providing funds to finance the Project will result in a substantial public benefit to the citizens of the City; and

WHEREAS, it has now become necessary that the Governing Body proceed to make provision for the preparation, execution, issuance and delivery of the Note.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the Act and the Constitution and laws of the State and all recitations hereinabove made are found and adjudicated to be true and correct.

SECTION 2. The Proposal of the Purchaser is hereby declared to be the best Proposal in compliance with the terms and provisions of the Proposal and offering to purchase the Note at such rate of interest as will produce the lowest interest rate for the City.

SECTION 3. The Proposal of the Purchaser be, and the same is hereby, accepted, subject to the conditions of the Notice and this resolution, and in accordance with said Proposal.

SECTION 4. The Mayor be, and he is hereby, authorized and directed to accept the Proposal of the Purchaser and to endorse upon the Proposal of the Purchaser, for and on behalf of the City, a suitable notation as evidence of the acceptance of the Proposal of the Purchaser and to do all other acts and things required to evidence the City's acceptance thereof.

SECTION 5. Proceeding under the authority of the Act, there shall be and there is hereby authorized and directed to be issued a General Obligation Note, Series 2023 of the City in the aggregate principal amount of One Million Three Hundred Eighty Thousand Dollars (\$1,380,000) for the purpose of providing financing for the Project and paying the costs of the sale and issuance of the Note. In consideration of the purchase and acceptance of the Note, this resolution shall constitute a contract between the City and the registered holder from time to time of the Note. Pursuant to the Act, the Note shall be a general obligation of the City, and the full faith, credit and resources of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Note. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall mature and accrue, there shall be and is hereby levied a direct, continuing special ad valorem tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund (as hereinafter defined), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Note as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this Section 5, such failure shall not

impair the right of the registered holder of the Note in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Note, both as to principal and interest.

SECTION 6. The Note will be dated and bear interest from the date of its delivery; will be delivered in the denomination of \$1,380,000; will be numbered R-1; will be issued in registered form; and will bear interest, payable on May 1 and November 1 of each year, commencing on November 1, 2024, at the rate of _____% per annum. Interest will be payable by check or draft of the City made by the Clerk, as paying and transfer agent for the Note (the "Paying and Transfer Agent"), and made payable to the registered holder of the Note as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) preceding such interest payment date and named in and mailed to the address appearing on the registration books of the City kept and maintained by the Paying and Transfer Agent (the "Registration Books"). Interest on the Note will be computed on the basis of a 360-day year consisting of twelve (12) thirty (30) day months.

Principal of the Note will be payable by the Paying and Transfer Agent on November 1 in the following years and amounts:

Year	Principal Amount
2024	\$276,000
2025	276,000
2026	276,000
2027	276,000
2028	276,000

SECTION 7. The Note will be subject to redemption prior to maturity, at the option of the City, in whole or in part in inverse order of maturity, on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, not less than ten (10) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the Registration Books.

If the Note is redeemed in part, amounts paid in connection with such partial redemption shall be applied first to interest to the extent then accrued and the remainder shall be applied to principal installments due thereunder. In case the Note is to be redeemed in part only, the Note shall be redeemed in inverse order of maturity and the notice of redemption for the Note shall state the part or portion thereof to be redeemed.

Notice having been given in the manner and under the conditions hereinabove provided, the Note or portions thereof so called for redemption shall, on the date designated for redemption in such notice, become and be due and payable at the redemption price provided for redemption of the Note or portions thereof on such date. On the date so fixed for redemption, provided moneys for payment of the redemption price shall be held in separate accounts by the Paying and Transfer Agent in trust for the holder of the Note or portions thereof to be redeemed, interest on the Note or portions thereof so called for redemption shall cease to accrue, such Note or portions thereof shall cease to be entitled to any lien, benefit or security under this resolution, and the

holder of the Note or portions thereof shall have no right in respect thereof except to receive payment of the redemption price thereof.

SECTION 8. Pursuant to the authority granted by the Act and the Registered Bond Act, being Sections 31-21-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "Registered Bond Act"), the Note shall be executed by the manual signature of the Mayor and the official seal of the City shall be affixed or otherwise reproduced thereon, attested by the Clerk, and the Note shall be authenticated by the Paying and Transfer Agent. The Paying and Transfer Agent shall authenticate the Note by executing the Certificate of Registration and Authentication thereon and the Note shall not be valid or become obligatory for any purpose until such certificate shall have been duly executed by the Paying and Transfer Agent. Such certificate, when duly executed on behalf of the City, shall be conclusive evidence that the Note so authenticated has been duly authenticated and delivered. The validation and registration certificate, for which provision is hereinafter made, to appear on the Note, shall be executed by the Clerk, and the said certificate may be executed by the manual or facsimile signature of the Clerk. The Note shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award and this resolution. Prior to or simultaneously with the delivery by the Paying and Transfer Agent of the Note, the City shall file with the Paying and Transfer Agent: (a) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, sale, issuance and validation of the Note; and (b) an authorization to the Paying and Transfer Agent, signed by the Mayor, to authenticate and deliver the Note to the Purchaser. At delivery, the Paying and Transfer Agent shall authenticate the Note and deliver it to the Purchaser upon payment of the purchase price of the Note to the City in accordance with this resolution. When the Note shall have been executed as herein provided, it shall be registered as an obligation of the City in a book maintained for that purpose, and the Clerk shall cause to be imprinted upon the Note, over her signature and seal, her certificate in substantially the form set out in Section 9 hereof.

SECTION 9. The form of the Note and the certificates to appear on the Note shall be in substantially the following forms and the Mayor and the Clerk be, and are hereby, authorized and directed to make such changes, insertions and omissions therein as may in their opinions be required:

[FORM OF NOTE]

THE SALE, ASSIGNMENT, REPLACEMENT OR TRANSFER
OF THIS NOTE IS SUBJECT TO THE RESTRICTIONS IMPOSED
THEREON BY THE WITHIN MENTIONED RESOLUTION

Registered

No. R-1

\$1,380,000

UNITED STATES OF AMERICA
CITY OF GAUTIER, MISSISSIPPI
GENERAL OBLIGATION NOTE,
SERIES 2023

The City of Gautier, Mississippi (the "City") for value received, hereby promises to pay to _____, as registered holder hereof, or its legal representatives or registered assigns as hereinafter provided (the "Registered Holder") at the times and in the amount set forth below, the principal sum of

ONE MILLION THREE HUNDRED EIGHTY THOUSAND DOLLARS

in any coin or currency of the United States of America which, on the date of payment thereof is legal tender for the payment of public and private debts, and to pay in like coin or currency, interest thereon from and including the date hereof at the rate of _____% per annum payable on May 1 and November 1 of each year, commencing on November 1, 2024. Interest will be payable by check or draft of the City, made by the City Clerk, as paying and transfer agent (the "Paying and Transfer Agent"), payable to the Registered Holder of this Note as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) preceding such interest payment date and named in and mailed to the address appearing on the registration books of the City held and maintained by the Paying and Transfer Agent. Interest on this Note will be computed on the basis of a 360-day year consisting of twelve (12) thirty (30) day months. Principal of the Note will be payable by the Paying and Transfer Agent on November 1 in the following years and amounts:

Year	Principal Amount
2024	\$276,000
2025	276,000
2026	276,000
2027	276,000
2028	276,000

This Note is issued pursuant to the authority of and in full compliance with Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented, Section 31-7-13(e), Mississippi Code of 1972, as amended and supplemented, and Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, as amended and supplemented (collectively, the "Act"), and resolutions duly adopted by the Mayor and City Council of the City on October 3, 2023 and

October 17, 2023 (collectively, the "Resolution"). This Note is subject to all terms and conditions of the Resolution. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Resolution.

This Note is issued to raise money for the purpose of paying the costs of purchasing machinery and equipment for the City and paying certain costs incident to the sale and issuance of this Note.

This Note shall be a general obligation of the City and shall be secured by a pledge of the full faith, credit and resources of the City. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall mature and accrue, there shall be levied a direct, continuing special ad valorem tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund established pursuant to the Resolution, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are irrevocably pledged for the payment of the principal of and interest on the Note as the same shall respectively mature and accrue. Should there be a failure in any year to comply with these requirements, such failure shall not impair the right of the Registered Holder of the Note in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Note, both as to principal and interest.

This Note will be subject to redemption prior to maturity, at the option of the City, in whole or in part in inverse order of maturity, on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, not less than ten (10) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the registration books of the City maintained by the Paying and Transfer Agent.

If this Note is redeemed in part, amounts paid in connection with such partial redemption shall be applied first to interest to the extent then accrued and the remainder shall be applied to principal installments due thereunder. In case this Note is to be redeemed in part only, this Note shall be redeemed in inverse order of maturity and the notice of redemption for this Note shall state the part or portion thereof to be redeemed.

Notice having been given in the manner and under the conditions hereinabove provided, this Note, or portions thereof so called for redemption shall, on the date designated for redemption in such notice, become and be due and payable at the redemption price provided for redemption of this Note or portions thereof on such date. On the date so fixed for redemption, provided moneys for payment of the redemption price shall be held in separate accounts by the Paying and Transfer Agent in trust for the Registered Holder of this Note or portions thereof to

be redeemed, interest on this Note or portions thereof so called for redemption shall cease to accrue, such Note or portions thereof shall cease to be entitled to any lien, benefit or security under the Resolution, and the Registered Holder of this Note or portions thereof shall have no right in respect thereof except to receive payment of the redemption price thereof.

If the date for payment of the principal of or interest on this Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the normal day of payment.

This Note may be transferred or exchanged by the Registered Holder hereof in person or by his attorney duly authorized in writing at the principal office of the Paying and Transfer Agent, but only in the manner, subject to the limitations in the Resolution, and upon surrender and cancellation of this Note. Upon such transfer or exchange, a new note of like amount, tenor and maturity will be issued.

The City and the Paying and Transfer Agent may deem and treat the Registered Holder hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying and Transfer Agent shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due form and time as required by the laws and the provisions of the Constitution of the State of Mississippi applicable thereto, and that the issuance of this Note does not violate any constitutional or statutory limitation or provision.

This Note shall bind the City and its successors and assigns, and the benefits hereof shall inure to the Registered Holder hereof and its successors and assigns.

IN WITNESS WHEREOF, the City of Gautier, Mississippi has issued this Note and has caused the same to be executed by the Mayor of the City and attested by the City Clerk of the City and its seal to be impressed hereon, all as of the ____ day of _____, 2023.

(SEAL)

CITY OF GAUTIER, MISSISSIPPI

By _____
Mayor

ATTEST:

City Clerk

CERTIFICATE OF AUTHENTICATION

This is the Note described in the within mentioned Resolution of the Mayor and City Council of the City of Gautier, Mississippi.

**CITY CLERK OF THE CITY OF
GAUTIER, MISSISSIPPI, as Paying and
Transfer Agent**

By _____
Authorized Signatory

Date of Registration and Authentication: _____

VALIDATION AND REGISTRATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF JACKSON

I, Teresa L. Montgomery, the City Clerk of the City of Gautier, Mississippi, do hereby certify that the issuance of the within Note has been validated and confirmed by decree of the Chancery Court of Jackson County, Mississippi, rendered on the ____ day of _____, 2023, pursuant to the Act and that the within Note has been registered as an obligation of said City pursuant to law in a record kept in my office for that purpose.

(SEAL)

City Clerk of the City of Gautier,
Mississippi

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint
_____ as registrar and transfer agent to transfer the within Note on the
records kept for registration thereof with full power of substitution in the premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or other Tax
Identification Number of Assignee

NOTICE: The signature to this Assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Note in every particular, without any alteration whatever, and must be guaranteed by a commercial bank or trust company or a member of a national securities exchange who is a member of a Medallion Signature Guarantee Program.

[END OF FORM OF NOTE]

SECTION 10. Subject to the restrictions contained herein, the registration of the Note may be transferred upon the Registration Books upon delivery to the Paying and Transfer Agent, accompanied by a written instrument or instruments of transfer in form and with guaranty of signatures satisfactory to the Paying and Transfer Agent, duly executed by the registered holder of the Note or by his attorney-in-fact or legal representative, containing written instructions as to the detail of transfer of the Note, along with the social security number or federal employer identification number of such transferee. In all cases of a transfer of the Note, the Paying and Transfer Agent shall at the earliest practical time according to the provisions of this resolution enter the transfer of ownership in the Registration Books and shall deliver in the name of the transferee a new fully registered note identical to the Note. The City may charge the registered holder of the Note for the registration of every such transfer of the Note sufficient to reimburse it for any tax, fee or any other governmental charge required (other than by the City) to be paid with respect to the registration of such transfer and may require that such amounts be paid before any new such Note shall be delivered.

The Note may only be transferred upon compliance by the registered holder of the Note with the terms and provisions of this resolution, specifically; the registered holder of the Note must obtain from the purchaser or transferee thereof and deliver to the City on or before the closing date thereof, a purchase or investment letter similar in form and content to the letter executed by the Purchaser at the initial closing of the Note.

The above limitation shall not prohibit the Purchaser from selling or transferring participation interests in the Note to other national or state banks or similar institutions provided that the holders of such participation interests shall provide a document similar to the one executed by the Purchaser and satisfactory to the City and Special Counsel, and such holders shall have no right to sell or transfer their participation interests without prior approval of the City except to the Purchaser.

If the date for payment of the principal of and interest on the Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the normal day of payment.

SECTION 11. (a) So long as the Note shall remain outstanding, the City shall maintain with the Paying and Transfer Agent records for the registration and transfer of the Note. The Paying and Transfer Agent is hereby appointed registrar for the Note, in which capacity the Paying and Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Note entitled to registration or transfer.

(b) If the Paying and Transfer Agent is no longer the Clerk, the City may pay or reimburse the Paying and Transfer Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and note registrars, subject to agreement between the City and the Paying and Transfer Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Paying and Transfer Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(c) (1) A Paying and Transfer Agent may at any time resign and be discharged of its duties and obligations as Paying and Transfer Agent, by giving at least sixty (60) days written notice to the City and may be removed as Paying and Transfer Agent at any time by resolution of the Governing Body delivered to the Paying and Transfer Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying and Transfer Agent and shall be transmitted to the Paying and Transfer Agent being removed within a reasonable time prior to the effective date thereof; provided, however, that no resignation or removal of a Paying and Transfer Agent shall become effective until a successor Paying and Transfer Agent has been appointed pursuant to this resolution.

(2) Upon receiving notice of the resignation of the Paying and Transfer Agent, the City shall promptly appoint a successor Paying and Transfer Agent by resolution of the Governing Body. Any appointment of a successor Paying and Transfer Agent shall become effective upon acceptance of appointment by the successor Paying and Transfer Agent. If no successor Paying and Transfer Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Paying and Transfer Agent may petition any court of competent jurisdiction for the appointment of a successor Paying and Transfer Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Paying and Transfer Agent.

(3) In the event of a change of Paying and Transfer Agents, the predecessor Paying and Transfer Agent shall cease to be custodian of any funds held pursuant to this

resolution in connection with its role as such Paying and Transfer Agent, and the successor Paying and Transfer Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all reasonable fees, advances and expenses of the retiring or removed Paying and Transfer Agent shall be fully paid. Every predecessor Paying and Transfer Agent shall deliver to its successor Paying and Transfer Agent all books of account, registration records and all other records, documents and instruments relating to its duties as such Paying and Transfer Agent.

(4) Any successor Paying and Transfer Agent appointed under the provisions hereof shall be either the Clerk or a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(5) Every successor Paying and Transfer Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Paying and Transfer Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying and Transfer Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and be subject to all the duties and obligations, of its predecessor.

(6) Should any transfer, assignment or instrument in writing be required by any successor Paying and Transfer Agent from the City to more fully and certainly vest in such successor Paying and Transfer Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Paying and Transfer Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(7) The City will provide any successor Paying and Transfer Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Note.

(8) All duties and obligations imposed hereby on a Paying and Transfer Agent or successor Paying and Transfer Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this resolution.

(d) Any corporation or association into which a Paying and Transfer Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Paying and Transfer Agent hereunder and vested with all the powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Paying and Transfer Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying and Transfer Agent shall be satisfactory to the City and eligible under the provisions of Section 11(c)(4) hereof.

SECTION 12. In case the Note shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be delivered a new Note of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Note, or in lieu of and in substitution for such Note stolen, destroyed or lost, upon the registered holder's paying the reasonable expenses and charges of the City in connection therewith, and in case of a Note stolen, destroyed or lost, his filing with the City or Paying and Transfer Agent evidence satisfactory to it or them that such Note was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Paying and Transfer Agent with such security or indemnity as may be required by law and by them to save each of them harmless from all risks, however remote.

SECTION 13. The Note shall be prepared and executed as soon as may be practicable after the adoption of this resolution and shall be delivered thereafter to the Purchaser.

SECTION 14. If (a) the City shall pay or cause to be paid to the holder of the Note the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, (b) all reasonable fees and expenses of the Paying and Transfer Agent shall have been paid, and (c) the City shall have kept, performed and observed all and singular the covenants and promises in the Note and in this resolution expressed as to be kept, performed and observed by it or on its part, then the Note shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder.

SECTION 15. The person in whose name the Note shall be registered in the registration records of the City may be deemed to be the absolute holder thereof for all purposes, and payment of or on account of the principal of or interest on the Note shall be made only to or upon the order of the registered holder thereof, or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

SECTION 16. (a) The City shall maintain with a qualified depository thereof a special fund hereby created in the name of the City designated as the Series 2023 Note Fund (the "Note Fund") for the payment of the principal of and interest on the Note and the payment of the Paying and Transfer Agent's fees in connection therewith. There shall be deposited into the Note Fund as and when received:

- (1) the avails of any of the ad valorem taxes levied and collected pursuant to Section 5 hereof;
- (2) any income received from investment of monies in the Note Fund; and
- (3) any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Note, and which the Governing Body, in its discretion, may direct to be deposited into the Note Fund.

(b) As long as any principal of and interest on the Note remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the Note Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying and

Transfer Agent in time to reach said Paying and Transfer Agent at least one (1) business day prior to the date on which said principal and interest shall become due.

SECTION 17. (a) The principal proceeds received upon the sale of the Note shall be deposited with a qualified depository of the City in a special fund hereby created in the name of the City designated as the Series 2023 Note Project Fund from which there shall be first paid by the Clerk all expenses, premiums, fees and commissions incurred and deemed necessary or advantageous in connection with the authorization, sale, issuance, validation and delivery of the Note, including but not limited to, Special Counsel fees and expenses, Municipal Advisor fees and expenses, City counsel fees and expenses and all claims that may have been incurred to date in connection with the Project, which payments shall subsequently be approved and ratified by the Governing Body.

(b) The balance of such proceeds shall be used, to the extent permitted by law, (1) for the Project or to reimburse the City for any expenses in connection with the Project to the extent permitted by the Internal Revenue Code of 1986, as amended (the "Code"); (2) to pay engineering, fiscal, trustee, printing, accounting, construction manager, feasibility consultant, legal expenses and development expenses incurred in connection with the Project or to reimburse the City for any expenses in connection with the Project to the extent permitted by the Code, and the issuance of the Note; (3) to pay the premium or premiums on any insurance or any form of guarantee obtained from any source to assure the prompt payment of principal and interest on the Note when due; and (4) to pay costs related to any suits and proceedings in connection with the Project, including any costs of settlement thereof.

SECTION 18. (a) The City covenants to comply with each requirement of the Code, necessary to maintain the excludability of interest on the Note from gross income for federal income tax purposes, and in furtherance thereof, to comply with a certificate of the City to be executed and delivered concurrently with the issuance and delivery of the Note, or such other covenants as may, from time to time, be required to be complied with in order to maintain the excludability of interest on the Note from gross income for federal income tax purposes. The City shall not use or permit the use of any of the proceeds of the Note, directly or indirectly, to acquire any securities, bonds or other investment property, and shall not take or permit to be taken any other action or actions, which would cause the Note to be an "arbitrage bond" as defined in Section 148 of the Code. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the excludability of interest on the Note from gross income for federal income tax purposes under the Code, the covenants contained in this Section shall survive the payment of the Note and the interest thereon.

(b) The Mayor or the Clerk is hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G "Information Return for Governmental Obligations" in connection with the Note as required by Section 149(e) of the Code.

(c) The Mayor or the Clerk is hereby authorized to execute a non-arbitrage certification in connection with the Note to comply with Section 148 of the Code.

(d) The Governing Body, acting for and on behalf of the City, hereby designates the Note as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. The

City (including any subordinate entity or entities issuing tax exempt obligations on behalf of the City within the meaning of Section 265(b)(3) of the Code) has not issued, and does not reasonably expect to issue, tax exempt obligations within calendar year 2023 which, together with the Note, will exceed \$10,000,000.

(e) Pursuant to the Act, interest on the Note is exempt from State income taxes.

SECTION 19. The Note has been submitted to validation as provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented.

SECTION 20. The Note is being sold to the Purchaser without a view for distributing or re-selling the Note. The Purchaser of the Note shall be required to execute a certificate to the City to the effect that the Note is being purchased for the account of the Purchaser without the intent to distribute. Based on the foregoing, the Note will be exempt from the continuing disclosure requirements of Securities Exchange Act Rule 15c-2-12.

SECTION 21. The Clerk of the City is hereby appointed Paying and Transfer Agent in connection with the Note.

SECTION 22. Each member of the Governing Body, the Mayor and the Clerk are hereby authorized to execute such documents, instruments and papers, and do such acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, validation, execution, issuance and delivery of the Note.

SECTION 23. The decisions and determinations made by the Mayor, the Clerk, the Municipal Advisor and Special Counsel relating to the Note, and the actions taken by them in connection with the preparation and publication of the Notice and the preparation and distribution of the Notice and the Proposal are hereby approved and ratified by the Governing Body.

SECTION 24. Except as otherwise expressly provided herein, nothing in this resolution, express or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the City, the holder of the Note issued under the provisions of this resolution, the Governing Body and the Paying and Transfer Agent, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any of the provisions hereof. This resolution and all of its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body and the holder from time to time of the Note issued under the provisions of this resolution.

SECTION 25. All covenants, stipulations, obligations and agreements of the City contained in this resolution, shall be binding upon the City, and, except as otherwise provided in this resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the City by the provisions of this resolution, shall be exercised or performed by the City. No stipulation, obligation or agreement herein contained or any other document necessary to conclude the sale and issuance of the Note shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City, including the Governing Body, in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the

Note or be subject to personal liability or accountability by reason of the sale and issuance thereof.

SECTION 26. In the event that any scrivener's errors shall be discovered in this resolution after the adoption hereof, but prior to the issuance of the Note, the Governing Body hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this resolution prior to the issuance of the Note.

SECTION 27. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

Councilman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Mayor Casey Vaughan voted:	_____
Councilman Adam Colledge voted:	_____
Councilman Cameron B. George voted:	_____
Councilman Richard "DJ" Jackson voted:	_____
Councilman Gordon T. Gollott voted:	_____
Councilman Rusty Anderson voted:	_____
Councilman Dante Elbin voted:	_____

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 17th day of October, 2023.

(SEAL)

CITY OF GAUTIER MISSISSIPPI

By: _____
Mayor

Attest:

City Clerk

EXHIBIT A
PROOF OF PUBLICATION OF NOTICE OF NOTE SALE



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
24401	475014	Print Legal Ad-IPL01423290 - IPL0142329		\$278.50	4	91 L

Attention: Candy Hunt

BUTLER SNOW - RIDGELAND

1020 HIGHLAND COLONY PARKWAY, SUITE 1400

RIDGELAND, MS 39157

accounts.payable@butlersnow.com

NOTICE OF NOTE SALE \$1,380,000 CITY OF GAUTIER, MISSISSIPPI GENERAL OBLIGATION NOTE, SERIES 2023

NOTICE IS HEREBY GIVEN that the Mayor and City Council (the "Governing Body") of the City of Gautier, Mississippi (the "City") will receive sealed bids in the Office of the City Clerk in the City Hall of the City located at 3330 US Highway 90 in the City until the hour of 4:30 p.m. on October 17, 2023, for the purchase at not less than par of \$1,380,000 City of Gautier, Mississippi General Obligation Note, Series 2023 (the "Note"), at which time said bids will be publicly opened by the City Clerk and read for the purchase of the Note.

The Note will be dated and bear interest from the date of its delivery; will be delivered in the denomination of \$1,380,000; will be numbered R-1; will be issued in registered form; and will bear interest, payable on May 1 and November 1 of each year commencing on November 1, 2024, at the rate of interest specified in the proposal submitted by the successful bidder in accordance with this Notice of Note Sale. Interest will be payable by check or draft of either the City, acting by and through the City Clerk, or a bank or banks to be named by the City (the "Paying and Transfer Agent") made payable to the registered owner of the Note named in and mailed to the address appearing on the registration books of the City kept and maintained by the Paying and Transfer Agent.

Principal of the Note will be payable by the Paying and Transfer Agent on November 1 in the following years and amounts:

Year	Principal Amount
2024	\$276,000
2025	276,000
2026	276,000
2027	276,000
2028	276,000

The Note will be subject to redemption prior to maturity, at the option of the City, in whole or in part in inverse order of maturity, on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, not less than ten (10) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the registration books of the City maintained by the Paying and Transfer Agent.

The Note will be issued pursuant to the provisions of Sections 21-33-301 et seq.,

Mississippi Code of 1972, as amended and supplemented, Section 31-7-13(b), Mississippi Code of 1972, as amended and supplemented (together, the "City Act"), and Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, as amended and supplemented (the "Note Act" and together with the City Act, the "Act"). The Note is being issued to raise money for the purpose of paying the costs of purchasing machinery and equipment for the City and paying certain costs incident to the sale and issuance of the Note.

The Note shall be a general obligation of the City, and the full faith, credit and resources of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Note. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall respectively mature and accrue, there shall be levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and interest on the Note; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund established for the Note, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The aforesaid tax shall be irrevocably pledged for the payment of the principal of and interest on the Note as the same shall mature and accrue.

The Note is to be sold at par and is to be awarded to the bidder complying with the terms hereof and offering to purchase the Note at the lowest rate of interest to the City. The Note shall bear only one rate of interest as specified in the proposal which it will bear from its date to its stated maturity date of November 1, 2028. The rate of interest on the Note shall not exceed eleven percent (11%) per annum. Bidders must acknowledge in their respective proposals that, contemporaneously with or prior to delivery of the Note, the City shall receive from the successful bidder a document in form and substance satisfactory to the City to the effect that:

- (a) the bidder is purchasing the Note for its own account for the purpose of investment and not with a view towards distribution or resale;
- (b) the bidder has knowledge and experience in financial matters, and it is capable of evaluating the merits and risks of purchasing the Note;
- (c) the bidder has read and fully understands the resolutions under which the Note is issued;
- (d) the bidder has had an opportunity to obtain and has received from the City all of the information, documents and materials which it regards as necessary to evaluate the merits and risks of its purchase of the Note;
- (e) the bidder recognizes that Butler Snow LLP ("Special Counsel") is not responsible for any information contained in or omitted from materials regarding the City and the Note and acknowledges that it does not look to Special Counsel to obtain such information on its behalf; and
- (f) while it has no present intention to resell or otherwise dispose of all or any part of the Note purchased by it, the bidder assumes responsibility for disclosing all material information in compliance with all applicable federal and state security laws in the event of its resale of the Note.

All proposals must be enclosed in a sealed envelope and should be addressed to the Governing Body, at their offices located at City Hall, 3330 US Highway 90, Gautier, Mississippi 39553 attention: Teresa L. Montgomery, City Clerk, City of Gautier and worded on the outside, in substance, "Proposal for City of Gautier, Mississippi General Obligation Note, Series 2023".

ALL PROPOSALS MUST BE UNCONDITIONAL.

The Governing Body reserves the right to reject any or all proposals as well as the right to waive any irregularity or informality in any proposal. All proposals shall be submitted on a Proposal for Purchase which may be obtained from Teresa L. Montgomery, City Clerk, City of Gautier, 3330 US Highway 90, Gautier, Mississippi 39553 telephone: (228) 497-8000, or from the City's municipal advisor, Government Consultants, Inc., 116 Village Boulevard, Madison Mississippi 39110, telephone: (601) 982-0005, attention: Steve Pittman.

In the opinion of Special Counsel, assuming compliance by the City with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Note is excluded from gross income for federal income tax purposes. Furthermore, interest on the Note is not a separate tax preference item for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 594) of the Internal Revenue Code of 1986, as amended (the "Code") for the purpose of computing the alternative minimum tax imposed on corporations. Special Counsel will express no other opinion regarding other federal tax consequences resulting from the ownership, receipt or accrual of interest on or disposition of the Note. In addition, Special Counsel is further of the opinion that under and pursuant to the Act, the Note and interest thereon are exempt from all income taxes imposed by the State of Mississippi.

The Note is being issued as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

The final approving opinion of Special Counsel relating to the validity and tax exemption of the Note, together with a non-litigation certificate of the City dated the date of delivery of the Note, and a transcript of the proceedings relating to the Note will be delivered to the successful bidder without charge.

The successful bidder will be given at least seven (7) business days advance notice of the proposed date of delivery of the Note when that date has been tentatively determined. The Note will be delivered in Gautier, Mississippi or such other place as the Governing Body shall designate and payment therefor shall be made in federal or other immediately available funds.

The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Note if the Note to be delivered by the City in accordance with the preceding paragraph is not tendered for delivery within sixty (60) days from the date of sale thereof. The City shall have the right, at its option, to cancel its agreement to sell the Note if within five (5) days after the tender of the Note for delivery the successful bidder shall not have accepted delivery of and paid for the Note.

The successful bidder shall be responsible for payment of its own legal and administrative costs. Further information may be obtained from Teresa L. Montgomery, City Clerk, City of Gautier, 3330 US Highway 90, Gautier, Mississippi 39553 telephone: (228) 497-8000, or from the City's municipal advisor, Government Consultants, Inc., 116 Village Boulevard, Madison Mississippi 39110, telephone: (601) 982-0005, attention: Steve Pittman.

DATED October 3, 2023
CITY OF GAUTIER, MISSISSIPPI
By: /s/ Teresa L. Montgomery
City Clerk
IPL0142329
Oct 6 2023

STATE OF MISSISSIPPI COUNTY OF HARRISON

Before me, the undersigned Notary of Dallas County, Texas personally appeared Stefani Beard, who, being by me first duly sworn, did depose and say that she is a clerk of The Sun Herald, a daily newspaper published in the city of Gulfport, in Harrison County, Mississippi and the publication of the notice, a copy of which is hereto attached, has been made in said paper in the issue(s) of:

1 insertion(s) published on:
10/06/23

Affidavit further states on oath that said newspaper has been established and published continuously in said county for a period of more than twelve months next prior to the first publication of said notice.

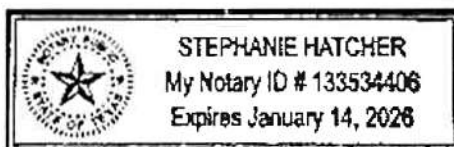
Stefani Beard

Sworn to and subscribed before me this 6th day of October in the year of 2023

Stephanie Hatcher

Notary Public

* The Sun Herald has been deemed eligible for publishing legal notices in Jackson County to meet the requirements of Miss. Code 1972 Section 13-3-31 and 13-3-32.



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

EXHIBIT B

**NOTICE OF NOTE SALE AND
FORM OF PROPOSAL FOR PURCHASE**

NOTICE OF NOTE SALE

\$1,380,000

CITY OF GAUTIER, MISSISSIPPI GENERAL OBLIGATION NOTE, SERIES 2023

NOTICE IS HEREBY GIVEN that the Mayor and City Council (the "Governing Body") of the City of Gautier, Mississippi (the "City") will receive sealed bids in the Office of the City Clerk in the City Hall of the City located at 3330 US Highway 90 in the City until the hour of 4:30 p.m. on October 17, 2023, for the purchase at not less than par of \$1,380,000 City of Gautier, Mississippi General Obligation Note, Series 2023 (the "Note"), at which time said bids will be publicly opened by the City Clerk and read for the purchase of the Note.

The Note will be dated and bear interest from the date of its delivery; will be delivered in the denomination of \$1,380,000; will be numbered R-1; will be issued in registered form; and will bear interest, payable on May 1 and November 1 of each year commencing on November 1, 2024, at the rate of interest specified in the proposal submitted by the successful bidder in accordance with this Notice of Note Sale. Interest will be payable by check or draft of either the City, acting by and through the City Clerk, or a bank or banks to be named by the City (the "Paying and Transfer Agent") made payable to the registered owner of the Note named in and mailed to the address appearing on the registration books of the City kept and maintained by the Paying and Transfer Agent.

Principal of the Note will be payable by the Paying and Transfer Agent on November 1 in the following years and amounts:

Year	Principal Amount
2024	\$276,000
2025	276,000
2026	276,000
2027	276,000
2028	276,000

The Note will be subject to redemption prior to maturity, at the option of the City, in whole or in part in inverse order of maturity, on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, not less than ten (10) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the registration books of the City maintained by the Paying and Transfer Agent.

The Note will be issued pursuant to the provisions of Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented, Section 31-7-13(e), Mississippi Code of 1972, as amended and supplemented (together, the "City Act"), and Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, as amended and supplemented (the "Note Act" and together with the City Act, the "Act"). The Note is being issued to raise money for the purpose

of paying the costs of purchasing machinery and equipment for the City and paying certain costs incident to the sale and issuance of the Note.

The Note shall be a general obligation of the City, and the full faith, credit and resources of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Note. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall respectively mature and accrue, there shall be levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund established for the Note, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax shall be irrevocably pledged for the payment of the principal of and interest on the Note as the same shall mature and accrue.

The Note is to be sold at par and is to be awarded to the bidder complying with the terms hereof and offering to purchase the Note at the lowest rate of interest to the City. The Note shall bear only one rate of interest as specified in the proposal which it will bear from its date to its stated maturity date of November 1, 2028. The rate of interest on the Note shall not exceed eleven percent (11%) per annum. Bidders must acknowledge in their respective proposals that, contemporaneously with or prior to delivery of the Note, the City shall receive from the successful bidder a document in form and substance satisfactory to the City to the effect that:

(a) the bidder is purchasing the Note for its own account for the purpose of investment and not with a view towards distribution or resale;

(b) the bidder has knowledge and experience in financial matters, and it is capable of evaluating the merits and risks of purchasing the Note;

(c) the bidder has read and fully understands the resolutions under which the Note is issued;

(d) the bidder has had an opportunity to obtain and has received from the City all of the information, documents and materials which it regards as necessary to evaluate the merits and risks of its purchase of the Note;

(e) the bidder recognizes that Butler Snow LLP ("Special Counsel") is not responsible for any information contained in or omitted from materials regarding the City and the Note and acknowledges that it does not look to Special Counsel to obtain such information on its behalf; and

(f) while it has no present intention to resell or otherwise dispose of all or any part of the Note purchased by it, the bidder assumes responsibility for disclosing all material

information in compliance with all applicable federal and state security laws in the event of its resale of the Note.

All proposals must be enclosed in a sealed envelope and should be addressed to the Governing Body, at their offices located at City Hall, 3330 US Highway 90, Gautier, Mississippi 39553 attention: Teresa L. Montgomery, City Clerk, City of Gautier and worded on the outside, in substance, "Proposal for City of Gautier, Mississippi General Obligation Note, Series 2023". **ALL PROPOSALS MUST BE UNCONDITIONAL.**

The Governing Body reserves the right to reject any or all proposals as well as the right to waive any irregularity or informality in any proposal. All proposals shall be submitted on a Proposal for Purchase which may be obtained from Teresa L. Montgomery, City Clerk, City of Gautier, 3330 US Highway 90, Gautier, Mississippi 39553 telephone: (228) 497-8000, or from the City's municipal advisor, Government Consultants, Inc., 116 Village Boulevard, Madison Mississippi 39110, telephone: (601) 982-0005, attention: Steve Pittman.

In the opinion of Special Counsel, assuming compliance by the City with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Note is excluded from gross income for federal income tax purposes. Furthermore, interest on the Note is not a separate tax preference item for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code")) for the purpose of computing the alternative minimum tax imposed on corporations. Special Counsel will express no other opinion regarding other federal tax consequences resulting from the ownership, receipt or accrual of interest on or disposition of the Note. In addition, Special Counsel is further of the opinion that under and pursuant to the Act, the Note and interest thereon are exempt from all income taxes imposed by the State of Mississippi.

The Note is being issued as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

The final approving opinion of Special Counsel relating to the validity and tax exemption of the Note, together with a non-litigation certificate of the City dated the date of delivery of the Note, and a transcript of the proceedings relating to the Note will be delivered to the successful bidder without charge.

The successful bidder will be given at least seven (7) business days advance notice of the proposed date of delivery of the Note when that date has been tentatively determined. The Note will be delivered in Gautier, Mississippi or such other place as the Governing Body shall designate and payment therefor shall be made in federal or other immediately available funds.

The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Note if the Note to be delivered by the City in accordance with the preceding paragraph is not tendered for delivery within sixty (60) days from the date of sale thereof. The City shall have the right, at its option, to cancel its agreement to sell the Note if within five (5) days after the tender of the Note for delivery the successful bidder shall not have accepted delivery of and paid for the Note.

The successful bidder shall be responsible for payment of its own legal and administrative costs.

Further information may be obtained from Teresa L. Montgomery, City Clerk, City of Gautier, 3330 US Highway 90, Gautier, Mississippi 39553 telephone: (228) 497-8000, or from the City's municipal advisor, Government Consultants, Inc., 116 Village Boulevard, Madison Mississippi 39110, telephone: (601) 982-0005, attention: Steve Pittman.

DATED: October 3, 2023

CITY OF GAUTIER, MISSISSIPPI

By /s/ Teresa L Montgomery
City Clerk

PROPOSAL FOR PURCHASE
\$1,380,000
CITY OF GAUTIER, MISSISSIPPI
GENERAL OBLIGATION NOTE, SERIES 2023

October 17, 2023

Mayor and City Council
City of Gautier
Gautier City Hall
3330 US Highway 90
Gautier, Mississippi 39553

Gentlemen:

For One Million Three Hundred Eighty Thousand Dollars (\$1,380,000) principal amount City of Gautier, Mississippi General Obligation Note, Series 2023 (the "Note") of the City of Gautier, Mississippi (the "City"), dated as of its delivery, and bearing interest at the rate specified below, we will pay you the aggregate par value thereof. The principal of the Note will be payable in the amounts and in the years set forth in the Notice of Note Sale relating to the Note dated October 3, 2023 (the "Notice of Note Sale").

The Note shall bear interest at the rate of _____ percent per annum. This proposal is subject to all the terms and conditions of the Notice of Note Sale which notice by this reference thereto is hereby made a part hereof. We hereby acknowledge that we will fully comply with the terms and requirements of the Notice of Note Sale.

This proposal is for immediate acceptance.

Bidder _____

By _____
[Print Name]

[Signature]

Title _____

Address _____

Telephone Number _____

(Note: No addition to or alteration in this proposal is to be made, and any erasure may cause a rejection of this proposal. Proposals must be filed with the Mayor and City Council of the City of Gautier, Mississippi in the Office of the City Clerk in the City Hall located at 3330 US Highway 90, Gautier, Mississippi 39553, attention: Teresa L Montgomery, City Clerk, sealed and worded on the outside, in substance, "Proposal for City of Gautier, Mississippi General Obligation Note, Series 2023", before 4:30 o'clock p.m., Mississippi time, on October 17, 2023.

ACCEPTANCE

The above proposal accepted by the Mayor and City Council of the City of Gautier, Mississippi, this the 17th day of October, 2023.

CITY OF GAUTIER, MISSISSIPPI

By _____
Mayor

Attest:

City Clerk

EXHIBIT C
PROPOSALS FOR PURCHASE

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

Council Meeting: October 17, 2023
Title: Approval of Supplemental Agreement No. 3 for the Martin Bluff Roadway Improvements project
Introduced by:
Contact Person/Telephone: Kim Saucier 497-8000 ext. 315

Summary Explanation: Approval of Supplemental Agreement No. 3 for the Martin Bluff Roadway Improvements project (STP-9194-00(001)LPA/105069-801000) to increase Gulf Breeze Construction's contract time by 101 working days.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the Grants and Projects Department requests the City Council approve Supplemental Agreement No. 3 for the Martin Bluff Roadway Improvements project (STP-9194-00(001)LPA/105069-801000); and

WHEREAS, this project is intended to improve traffic operations and safety on Martin Bluff Road, with the project limits being between Gautier-Vancleave Road and Frontage Road, north of Interstate 10; and

WHEREAS, this Supplemental Agreement serves to add one hundred and one (101) working days, which is necessary due to additional drainage modifications that were needed to contract the projects; and

WHEREAS, the contract time will be revised from 276 working days to 377 working days, with no additional cost associated with the agreement; and

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

WHEREAS, Michael Baker International recommends approval of Supplemental Agreement No. 3; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Supplemental Agreement No. 3 for the Martin Bluff Roadway Improvements project (STP-9194-00(001)LPA/105069-801000) to increase Gulf Breeze Construction's contract time by 101 working days is approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 17, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: October 10, 2023
Subject: Supplemental Agreement for the Martin Bluff Roadway Improvements (STP-9194-00(001)LPA/105069-801000)

REQUEST:

The Grants and Projects Department requests that City Council approve Supplemental Agreement for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000) to increase Gulf Breeze Construction's contract time by 101 working days.

BACKGROUND:

This project is intended to provide improved traffic operations and safety on Martin Bluff Road. The project limits are between Gautier-Vancleave Road and Frontage Road, north of Interstate 10.

DISCUSSION:

This Supplemental Agreement serves to add one hundred one (101) working days, which is necessary due to additional drainage design modifications that were needed to construct the projects. The contract time will be revised from 208 working days to 309 working days. There is no additional cost associated with this agreement.

Michael Baker International recommends approval of this Supplemental Agreement.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve this Supplemental Agreement for the Martin Bluff Roadway Improvements Project Service Contract (STP-9194-00(001)LPA/105069-801000) to increase Gulf Breeze Construction's contract time by 101 working days.

The City Council may:

1. Approve Supplemental Agreement No. 2, as presented; or
2. Not approve Supplemental Agreement No. 2.

ATTACHMENT(S):

1. Letter of Recommendation
2. SA No. 2

EXCERPT FROM THE MINUTES OF THE MEETING OF THE
MISSISSIPPI TRANSPORTATION COMMISSION, SEPTEMBER 26, 2023

Upon motion duly made with Commissioners Tom King, Willie Simmons and John Caldwell each voting yes, under the authority of the Commission, in conformity with and as spread on its minutes, the Executive Director is hereby authorized to concur in LPA Supplemental Agreement No. 1 with Gulf Breeze Construction, Inc., on Project No. STP-9194-00(001)LPA/105069-801000 in Jackson County. This project provides for the improvements along Martin Bluff Road from Gautier Vancleave Road to the I-10 Frontage Road. This agreement adds one hundred one (101) working days. This is necessary due to additional drainage design modifications that were needed to construct the project. The contract time will be revised from 208 working days to 309 working days. There is no additional cost associated with this agreement.

STATE OF MISSISSIPPI

COUNTY OF HINDS

I, Amy Hornback, Secretary, Mississippi Transportation Commission, do hereby certify that the above and foregoing is a true and correct copy of an Order of the Mississippi Transportation Commission of record in Minute Book 23, Page 995, of the Official Minutes of said Commission on file in its offices in the City of Jackson, Mississippi, duly adopted on the 26th day of September, 2023.

Witness my hand and official seal this the 26th day of Sept. A.D., 2023.



AMY K. HORNBACK, SECRETARY
TRANSPORTATION COMMISSION
STATE OF MISSISSIPPI

CSD-720-LPA

City of Gautier, MS
Project No. STP-9194-00(001) / 105069-801000
SUPPLEMENTAL AGREEMENT NO. 3

WHEREAS, WE, Gulf Breeze Construction, Inc., Contractor, and Merchants National Bonding, Inc., Surety, entered into a contract with the City of Gautier, MS, LPA, on the 11th day of June, for the construction of Federal Aid Project No. STP-919400(001)LPA/105069-801000, Jackson County; and

WHEREAS: The project provides for the improvements along Martin Bluff Road from Gautier Vancleave Road to the I-10 Frontage Road,

WHEREAS: the contract includes items for the improvements of the drainage systems within the project limits,

WHEREAS: it was determined during construction that proposed outfalls at the Riverbend Apartments would not allow for construction as planned,

WHEREAS: the need for a new drainage outfall was required, and design of the new outfall affected the prosecution of the work,

NOW, THEREFORE, it is mutually agreed by all parties that One Hundred One (101) additional working days will be added to the original contract time of 276 working days, for a total of 377 working days, reflecting the time charged to the project from September 1, 2022, to April 30, 2023.

This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

This Supplemental Agreement has been discussed with David Seyfarth, District LPA Coordinator, Greg Grondin, MDOT Construction Area Engineer, and Lee Fredrick, MDOT LPA Division.

CSD-720-LPA

City of Gautier, MS
Project No. STP-9194-00(001) / 105069-801000
SUPPLEMENTAL AGREEMENT NO. 3

NOW, THEREFORE, WE, Gulf Breeze Construction, Inc., Contractor, and Merchants National Bonding, Inc., Surety, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this ____ day of _____, 2023.

Merchants National Bonding, Inc.

Surety

Gulf Breeze Construction, Inc

Contractor

By: Lisa D. Lockwood 9/14/2023
Date

W. B. Boring 9/14/2023
Date

RECOMMENDED FOR APPROVAL:

Kerry Otter 9/14/23
LPA Project Engineer/Architect Date

Kelly R. Castleberry 09/18/2023
MDOT District Engineer Date

Dal Shu Hatt 9/19/2023 *
MDOT State Construction Engineer Date

Paul White 9-28-23
MDOT Executive Director Date

for the Mississippi Transportation Commission

Book 23 Page 995

APPROVED:

LPA OFFICIAL

Date

* {concurrence only for Supplemental Agreements adding a "stand-alone" time extension or exceeding \$100,000}

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

Council Meeting:
Title:

October 17, 2023
**Approval of Change Order No. 1 for Town
Commons Park Phase II B, Great Lawn Site Work
and Utilities – Inclusion Playground**

Introduced by:
Contact Person/Telephone

Kim Saucier 497-8000 ext. 315

Summary Explanation: Approval of Change Order No. 1. for Town Commons Park Phase II B, Great Lawn Site Work and Utilities – Inclusion Playground

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 requests for the City Council to approve Change Order No. 1 for additional work associated with the Inclusion Playground area on the east side of the Great Lawn; and

WHEREAS, Change Order No. 1 serves to increase the contract amount by \$170,000 for the additional work associated with the playground area which includes: concrete sidewalks, concrete ADA ramp, stormwater drainage, and concrete slab for equipment installation; and

WHEREAS, the additional work will add thirty (30) days to the contract time, pushing the substantial completion date to March 6, 2024; and

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

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

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

IT IS FURTHER ORDERED that the additional work associated with the Inclusion Playground in the amount of \$170,000 for the Town Commons Park Phase II B, Great Lawn Site Work and Utilities – Inclusion Playground project is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 17, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants & Projects Director
Date: October 10, 2023,
Subject: Town Commons Park Phase II B, Great Lawn Site Work and Utilities —
Approval of Change Order No. 1, Inclusion Playground

REQUEST:

The Grants and Projects Department requests City Council authorization to approve Change Order No. 1 to increase the contract amount and time for the additional work associated with the Inclusion Playground area on the east side of the Great Lawn.

BACKGROUND:

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

DISCUSSION:

Change Order No. 1 serves to increase the contract amount by \$170,000 for the additional work associated with the playground area which includes: concrete sidewalks, concrete ADA ramp, stormwater drainage, and concrete slab for equipment installation. The additional work required for the playground area will add 30 days to the contract time, pushing the substantial completion date to March 6, 2024.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 1 to increase the contract amount and time for the additional work associated with the Inclusion Playground area on the east side of the Great Lawn.

The City Council may:

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

ATTACHMENT(S):

1. Change Order No. 1

Change Order

OWNER:

City of Gautier
3330 US-90
Gautier, MS 39553

CHANGE ORDER NUMBER: 001

DATE: 10/10/2023

CONTRACTOR:

Fletcher Construction Co., Inc.
3311 Short Cut Road
Pascagoula, MS 39568

ENGINEER: Seymour Engineering, PLLC

PROJECT TITLE: Great Lawn Site Work
and Utilities

SUMMARY:

This Change Order serves to add additional work to the current project. This scope of work is for the Little Tikes Playground area on the east side of the project area. The additional work will include concrete sidewalks, concrete ADA ramp, stormwater drainage, and concrete slab for equipment installation.

In addition to the contract quantity being increased, if awarded there will be an additional 30 days added to the contract time.

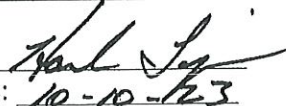
THE UNIT PRICE IS AMENDED AS SHOWN BELOW:

TOTAL THIS CHANGE ORDER

Not valid until signed by the Owner, Engineer and Contractor.

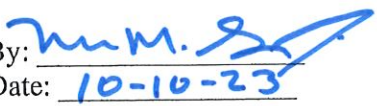
The original Contract Sum	\$	2,548,500.00
Net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	2,548,500.00
The Contract Sum will now Change (+)	\$	170,000.00
The new Contract Sum including this Change Order will be	\$	2,718,500.00

CONTRACTOR

By: 

Date: 10-10-23

ENGINEER

By: 

Date: 10-10-23

OWNER

By: _____

Date: _____

P.O. Drawer 1509
3311 Short Cut Road
Pascagoula, MS 39568-1509



Telephone: 228-762-5792
Fax: 228-762-7569
Website: www.fletcherconst.com

October 3, 2023

Seymour Engineering
925 Tommy Munro Dr., Suite G
Biloxi, MS 39532

Attention: Mr. Tyler Williams

Re: Gautier, Great Lawn Sitework and Utilities- Change Order Proposal #4

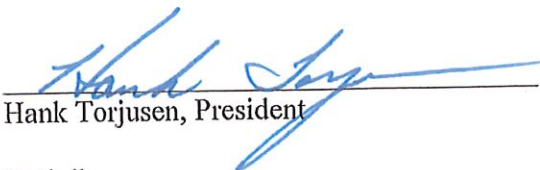
We propose to furnish labor, material and equipment to complete the work associated with the playground equipment and ramp, per plan SE-1 dated 09/26/2023, for the sum of:

Concrete Ramp and Stair	\$53,000.00
Concrete Slab	\$80,000.00
Concrete Sidewalk	\$25,000.00
Storm Drainage	<u>\$12,000.00</u>

Total	<u>\$170,000.00</u>
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If awarded please add thirty days to contract time.

FLETCHER CONSTRUCTION CO., INC.


Hank Torjusen, President

HT/sdh

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

Council Meeting:

October 17, 2023

Title:

**Approval of Post-Opening Agreement between the
City of Gautier and 46 Entertainment**

Introduced by:

Contact Person/Telephone

Paula Yancey 479-8000

Summary Explanation: Approval of the Post-Opening Agreement between the City of Gautier and 46 Entertainment for the Sound Amphitheater

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2023

WHEREAS, the City Council has determined that it is in the best interest of the City to construct and operate a Municipal outdoor performing arts venue as an integral component of the Town Commons Park; and

WHEREAS, the attached Post-Opening Agreement serves to enhance Town Commons Park and ensure its viability and functionality through successful promotion and engagement of performers at the Amphitheater; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Post-Opening Agreement between the City of Gautier and 46 Entertainment for the Sound Amphitheater 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 October 17, 2023.

**Post-Opening Agreement for
The Sound Amphitheater**

THIS AGREEMENT made and entered into this the ____ day of _____, 2023 by and between the City of Gautier, a municipal corporation, doing business as, “The Sound Amphitheater” (hereinafter referred to as “Venue” and/or “the City”) and 46 Entertainment (hereinafter referred to as “Promoter”), is as follows:

RECITALS:

WHEREAS, the City, by and through its elected officials, has determined that it is in the best interest of the City to construct and operate a Municipal outdoor performing arts venue (“Amphitheater” and/or “the Sound”) as an integral component of the Town Commons Park; and

WHEREAS, the City has determined that it would enhance Town Commons Park and ensure its viability and functionality if the City engaged the services of a Promoter, experienced with the successful promotion and engagement of performers at the Amphitheater;

WITNESSETH:

That in valuable and sufficient consideration of the payments hereinafter provided for and the covenants and conditions hereinafter contained the parties hereto mutually covenant and agree as follows:

1. **PROMOTER’S RIGHT OF PRODUCTION.**

A. **LICENSE AND PREMISES.** VENUE hereby grants to PROMOTER, and PROMOTER hereby accepts, the non-exclusive license and privilege (hereinafter called the “License”), and no other, to utilize the following premises pursuant to the terms contained herein:

- i. The building known as THE SOUND AMPHITHEATER/TOWN COMMONS PARK, including the non-exclusive use of halls, lobbies, and corridors, “back of house”, seating, parking areas, restrooms, and
- ii. The property owned by the City of Gautier (located at Lots 1, 2, 3, 6, and 7, Block 1, Singing River Mall Subdivision, and U.S. Government Lot 2, Fractional Section 35, Township 7 South, Range 7 West, City of Gautier, Jackson County, Mississippi) to be used for parking.
- iii. The afore-described areas are licensed to PROMOTER, and are hereinafter collectively referred to as “the Premises”.

- B. TERM. The non-exclusive license extended by VENUE to PROMOTER shall be for a period (hereinafter called the “Term”) commencing on October 17, 2023, and ending on March 1, 2026, for the sole purpose of concerts and parking (hereinafter called the “Events”). The parties may extend the term by mutual agreement prior to the end of the term. If either party does not wish to extend the agreement for an additional term, 90 days’ notice prior to the expiration of the term must be provided to the other party or the term shall automatically be extended for additional term for the same period as the original term (to the extent permitted under Mississippi law).
- C. COMMITMENT. PROMOTER commits during the term to utilize the License granted to have a minimum of ten (10) Events during a calendar year beginning March 5, 2024. VENUE and PROMOTER acknowledge that no Event can occur until March 2024. Events shall be nationally recognized acts and PROMOTER expressly warrants that it has under its direct control all performers and other personnel necessary to produce and present said Events. All events, times and dates must be coordinated with the VENUE, by and through the City Manager of the City of Gautier, prior to being scheduled by PROMOTER. Events must be quality, “A” level events, and subject to approval by the City Manager.
- D. PENALTY. An important part of the consideration of this Agreement is the PROMOTER’s commitment for a minimum number of concerts as stated herein. Should PROMOTER fail to do so, absent force majeure, PROMOTER shall pay \$30,000 to the VENUE for each Event that was not accomplished per this Agreement. In further consideration of this Agreement, PROMOTER agrees to market and manage The Sound for any events that are not pursuant to the Events set forth in this Agreement, including but not limited to: effective marketing of The Sound, management of The Sound Facebook page and website, to negotiate and guide the City in regard to any events not brought by PROMOTER pursuant to this contract, to manage the amphitheater and any events held there, provision of a production manager for City events with travel reimbursed at actual cost, and management and maintenance of sponsorships. Promoter shall provide production management services for any other event not put on by Promoter or City for reasonable fee that will be negotiated directly with the Event.

2. PAYMENT.

PROMOTER agrees to pay to VENUE, without demand or offset, for the grant of the License and the use of the Premises, in lawful money of the United States of America or certified check, an amount equal to \$10,000 per day (24-hour period) for the use of the Venue for each revenue day for the first ten events. For events in excess of ten, PROMOTER shall pay \$15,000 for use of the venue for each revenue day as defined above.

For non-revenue days the rental shall be \$500.00 per day. The amount shall be payable as follows:

- (a) Venue rental is due 15 days prior to the Event.
- (b) Facilities surcharge shall be due in accordance with Article 15.

3. PERSONNEL AND SERVICES PROMOTER.

PROMOTER shall employ, at PROMOTER's expense, the following personnel, services, equipment, and materials:

- (a) Special police and security guards, sufficient in VENUE's sole discretion, to adequately police and secure the Premises affected by PROMOTER's use thereof. Only Gautier Police Department officers shall be hired for security services. PROMOTER must coordinate traffic plans and security with City of Gautier Chief of Police prior to the event. One Supervisory personnel of the Gautier Police Department shall be employed for inside the venue and one for outside the venue (traffic). In addition, one Gautier PD Lieutenant or higher must be retained for such purposes.
- (b) Gautier Police Department officers and Gautier Fire Department firefighters shall be hired for traffic control and Gautier Firefighter EMT's shall be given first priority to be hired for any EMT's onsite during the events.
- (c) A sufficient number (as determined in the sole discretion of the VENUE) of ticket sellers, ticket takes, door guards, restroom attendants, ambulances, attendants, ushers, maids porters, and all other necessary personnel.
- (d) A sufficient number of parking attendants in the sole discretion of the VENUE.

All personnel, services, equipment and materials furnished to PROMOTER by VENUE, whether pursuant to the provisions of this Agreement, or otherwise, shall be provided for and paid for by PROMOTER at such rates as may be specified in this Agreement or any agreement supplementing this Agreement, or the provisions of any work order, and if no such rates shall be specified, shall become due and payable when same are furnished.

4. ENTRANCES AND EXITS.

The entrances and exits of the Premises shall be locked and unlocked as PROMOTER may direct, subject to regulations of Federal, State, County and Municipal authorities, to any lawful direction of public officers, and to VENUE'S approval.

5. AIR CONDITIONING, INTERNET AND ELECTRICAL SERVICE.

VENUE shall furnish air conditioning, including heat and air cooling, to the Premises with the permanent equipment with which the Premises are equipped at such times and in such amounts as shall be reasonably necessary, in VENUE'S sole direction, which shall be conclusive, for the comfortable use and occupancy of the Premises and shall furnish illumination to the Premises at reasonable hours with the permanent equipment (not including spotlights or extraordinary equipment) with which the Premises are equipped, except when prevented by labor disputes, accidents, power failures, acts of God or other causes beyond the control of VENUE, or which VENUE is unable to avoid by exercises of due diligence, except during the repairing of equipment and apparatus in the Premises which is provided for such air conditioning and illuminating purposes. If any other services, including, without limitation, internet, water and electricity are furnished with or without charge by VENUE to PROMOTER, VENUE shall in no event be liable for a failure to provide such services when prevented by labor disputes, accidents, acts of God or other causes beyond the control or prevention of VENUE or which VENUE is unable to avoid by exercise of due diligence, or during the repairing of equipment or apparatus in the Premises.

6. LIGHTING.

PROMOTER shall furnish all lighting, spotlights and spotlight operators, and the cost shall be borne entirely by PROMOTER.

7. NON-EXCLUSIVE USE.

PROMOTER expressly acknowledges that besides the use of the Premises as contemplated by the Agreement, the Premises and various parts thereof and areas therein may or will be used for the installation holding or presentation and removal of activities, events and engagements other than the Event and that in order for the Premises to be operated efficiently as practicable, it may or will be necessary to have available the use of services and facilities of the Premises to be scheduled or shared. PROMOTER agrees that VENUE shall have full availability of such services and facilities and to determine when and the extent to which the sharing of any such services and facilities is necessary or desirable, and PROMOTER agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no case shall PROMOTER enter or use any area, part service or facility excluded from the definition of Premises without first obtaining VENUE'S explicit consent and approval.

8. RULES AND REGULATIONS.

PROMOTER shall abide, and shall cause its agents, employees, licensees, patrons, and guests to abide by such reasonable rules and regulations as may from time to time be adopted by VENUE for the use occupancy, and operation of the Premises.

9. COMPLIANCE WITH LAWS.

PROMOTER shall comply with the requirements of all laws, orders, and regulations, of which VENUE is subject for the use occupancy and operation of the Premises. The parties agree that this agreement and all obligations subject thereto are controlled by the laws of the State of Mississippi, notwithstanding any choice of law provisions or opportunities.

10. RISK OF LOSS.

If the Premises or any other portion thereof are destroyed prior to or during the Term to such an extent that in VENUE's sole discretion (which shall be conclusive), the Premises cannot be used by PROMOTER as provided herein this Agreement, the amounts payable by PROMOTER to VENUE under Paragraph 2 of this Agreement shall be prorated to the time of such cessation and termination, and shall be paid without demand or offset, by PROMOTER to VENUE hereunder. PROMOTER hereby waives and releases the Venue whether or not this Agreement so ceases and terminates. PROMOTER agrees that all of its property or property of others brought or permitted by it upon the Premises shall be at the risk of PROMOTER and that the VENUE shall not be liable to PROMOTER for any loss or damage to such property from any cause whatsoever.

11. INSURANCE.

- (a) PROMOTER shall carry, at PROMOTER'S expense, public liability insurance, naming VENUE as additional insured, for each Event period during the TERM against liability for personal injuries, including injuries resulting in death, in limits of \$1,000,000.00 for injury to any one person and \$5,000,000 for any one accident, property damage to the extent of \$1,000,000 and appropriate worker's compensation insurance. PROMOTER shall provide workmen's compensation insurance coverage as required by law for all employees of PROMOTER who perform work in and around The Sound.
- (b) PROMOTER shall provide VENUE with appropriate insurance certificates and endorsements covering the risks assumed hereinabove by PROMOTER at least ten (10) days prior to the beginning of the Event. Said insurance company shall be subject to VENUE'S approval.

12. ADDITIONAL EXPENSES.

Any expense or damage which VENUE may incur or sustain by reason of PROMOTER's noncompliance with any of the provisions of this Agreement or presentation of said event or use of the Premises, shall be due and payable by PROMOTER to VENUE upon demand.

13. CONCESSIONS.

PROMOTER is hereby granted an exclusive license and privilege of using such parts of the Premises, which are necessary or desirable for or to the operation of all concessions in the Premises, including without limitation, the sale of drinks, including alcoholic beverages, food, tobacco products, programs, souvenirs, and the rental of umbrellas, or other articles for non-city, non-community events. PROMOTER shall be solely responsible for concessions of every nature during the Events during the term. PROMOTER, since providing concessions, is entitled to any exclusive food and beverage promotional sums; however, those sums, and exclusivity shall only apply during non-city, non-community events contemplated hereunder.

14. TICKET SALES.

At least ten (10) days before PROMOTER desires the sale or distribution of the tickets and admissions, it shall deliver to VENUE all information required for such tickets and admissions to be printed at the sole expense of PROMOTER.

15. BOX OFFICE SETTLEMENT.

All ticket sales relating to PROMOTER'S use of the Premises under this Agreement shall be made by PROMOTER at a scale of prices approved by VENUE, by and through the City Manager. Within fifteen (15) days after the Event, PROMOTER shall furnish to VENUE a statement showing all box office receipts relating to PROMOTER's use of the Premises hereunder and the application of the same, and PROMOTER shall pay to VENUE such monies as may be due. VENUE agrees to examine such statement and to notify PROMOTER in writing of any error in the account or of any objection to any charge within five (5) business days after the delivery or mailing of such statement, and unless VENUE shall notify PROMOTER of such claimed error or objection within five (5) business days, such statement shall be conclusively deemed to be a true and correct statement of the account between VENUE and PROMOTER.

VENUE shall receive complimentary tickets to the Event in an amount equal to 16 tickets for two premium box seats which shall be reserved for City, 10 P1 tickets, 10 P2 tickets, and 20 P3 tickets. PROMOTER shall provide all tickets to all sponsors directly.

16. DEFAULT.

a) Default of this agreement shall occur if before or during the Term of any one (1) or more of the following occurs:

(i) PROMOTER makes a general assignment for the benefit of creditors or a receiver, liquidator or trustee or PROMOTER or PROMOTER's property is

appointed, or a petition of bankruptcy, reorganization or arrangement of PROMOTER is filed pursuant to the Federal Bankruptcy Act or any similar statute, is adjudicated bankrupt or insolvent.

- (ii) Execution is issued pursuant to a judgment rendered against PROMOTER.
 - (iii) Use of Premises for the purpose or any of the purposes specified under Paragraph 1 of this Agreement is forbidden or temporarily suspended by competent public authority.
 - (iv) PROMOTER defaults in the performance or observance of any of its obligations or agreements contained herein, including the agreement to make payments as provided herein.
 - (v) PROMOTER fails in any way to produce the Event exactly as said Event is described in Paragraph 1 hereof, and as approved by VENUE, as provided in this Agreement.
- b) In any case, where pursuant to the provision of this Agreement, this Agreement expires or is terminated before the date and time definitely fixed herein for the expiration of the Term and this Agreement, VENUE may, but shall not be required to, mitigate any damages. PROMOTER will be liable to VENUE for unrecovered amounts up to the amounts due under the Agreement, plus any expenses and fees.

17. ADDITIONAL REMEDIES.

Reference in this Agreement to any particular remedy shall not preclude VENUE from any other remedy at law or in equity. Any failure of VENUE to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. No provision of this Agreement shall be deemed to have been waived by VENUE unless specific waiver thereof by VENUE is in writing.

18. SURRENDER OF PREMISES.

Under the Term or the termination of this Agreement, for any reason whatsoever, PROMOTER shall immediately quit and surrender the Premises.

19. CLEANING.

VENUE shall clean the premises once a day during the period that the Premises are used under the Agreement and after each Event, and the cost of said cleaning shall be borne by PROMOTER. PROMOTER shall keep the Premises in an orderly condition and shall use

its best efforts to cause all refuse, rubbish, and debris to be deposited in containers or at locations on the Premises which are designated for this purpose by VENUE.

20. REMOVAL OF DISORDERLY PERSONS.

PROMOTER hereby appoints VENUE, or an employee or agent of VENUE, PROMOTER's agent for the purposes set forth herein to refuse admission to, or to cause to be removed from the Premises any undesirable person for non-compliance with any provision of this Agreement or for objectionable or improper conduct, without any liability on the part of VENUE for such refusal or ejection.

21. SPONSORSHIP, BOX SEATS, PREMIUM SEATS.

PROMOTER hereby acknowledges that VENUE has entered, and will continue to enter certain sponsorship agreements, and PROMOTER shall manage all sponsorships, provide sponsorship signage, provide tickets to sponsors and any other items needed to facilitate the sponsorship. Further, VENUE has sold, and will continue to sell certain licenses for the use of box seats and assigned premium seats. PROMOTER shall offer upscale food and beverage options and servers for Premium seating. PROMOTER shall receive 62.5% of revenues from such sponsorships, with the VENUE receiving the remainder. Any in kind sponsorships shall be the sole property of the VENUE.

Should the PROMOTER secure naming rights sponsorship, the VENUE shall receive \$25,000 per year with the PROMOTER receiving the remainder and providing all tickets to the Naming Sponsor.

22. NOT PARTNERS OR JOINT VENTURES.

Nothing contained in this Agreement shall be deemed to constitute VENUE and PROMOTER partners or joint ventures with each other or with other parties.

23. NOTICES AND CONSENTS.

All notices and all consents required of VENUE shall be in writing and shall be given or made by U.S. Registered or Certified Mail,

Addressed to VENUE as follows:

The City of Gautier, a municipal Corporation, D/B/A
The Sound Amphitheater
Office of the City Attorney and City Manager
3330 Hwy 90
Gautier, MS 39553

And addressed to PROMOTER as follows:

46 Entertainment
Nathan Baugh

24. FORCE MAJURE.

If the Event cannot take place, in whole or in part, because of a cause beyond the control of VENUE, or which VENUE is unable to avoid by exercise of due diligence, VENUE shall have no obligation or liability whatsoever to promoter as a result thereof.

25. INCLEMENT WEATHER.

The right to cancel performance due to inclement weather is the sole decision of PROMOTER. In the event performance is cancelled due to inclement weather, PROMOTER'S rent deposit shall not be refundable, and PROMOTER shall be responsible for all expenses of VENUE relating to the cancellation of said performance.

26. NO REPRESENTATIONS BY VENUE.

Neither VENUE nor VENUE's employees or agents have made any representations or promises with respect to the Premises. PROMOTER has examined the Premises and is satisfied with the condition, fitness and order thereof and accepts them as such. In addition to the foregoing, commencement of the use of the Premises by PROMOTER shall be conclusive evidence against PROMOTER that the Premises were in good repair and in satisfactory condition, fitness and order when use commenced.

27. ASSIGNMENT.

PROMOTER shall not assign or encumber this Agreement and shall not permit the Premises or any part thereof to be occupied by others. If the Premises or any part thereof are used or occupied by anyone other than PROMOTER, VENUE may at its option collect compensation from the assignee, user or occupant and apply the net amount collected to the amount payable by PROMOTER to VENUE hereunder, but no such assignment, use, occupancy, or collection shall be deemed a waiver of PROMOTER's obligations hereunder, the acceptance of the assignee, user or occupant as a licensee or tenant, or a release of PROMOTER from its obligations hereunder.

28. APPLICABLE LAW, RULES AND REGULATIONS.

This Agreement shall be construed in accordance with the laws of the State of Mississippi. Nothing in this Agreement shall require the commission of any act contrary to law or to any rule or regulation of any governmental body or agency or any union, guild or similar body having jurisdiction over the provisions herein or any element thereof, and wherever or whenever there is any conflict between any provision herein, or any element thereof, and any such law, rule or regulation shall prevail to the extent necessary to eliminate any such conflict.

29. AMBULANCE SERVICE.

If PROMOTER or its agents, representatives, managers, employees, patrons, players, performer or participants in or about the Premises shall at any time accept or use the services of a physician or surgeon, or accept or use an ambulance service or any service in connection with an injury or sickness occurring to any person or persons while within or about the Premises during the Event, even though such service or services be made available or be obtained through VENUE, PROMOTER accepts full responsibility for the acts and conduct, or services rendered, of any physician or surgeon or ambulance service or other service, and will hold VENUE harmless from all responsibility or liability therefore.

30. FACILITIES SURCHARGE.

A facilities surcharge shall be added onto the price of each admission ticket. Said charge shall be \$8.50 per ticket for the first 50,000 tickets sold each year and shall be reflected on the face of each ticket. Said surcharge in the amount of \$8.50 shall be automatically included by PROMOTER, unless VENUE agrees to lower the surcharge or not to include surcharge for a specific Event, which shall be at VENUE's sole option. For all tickets sold in excess of 50,000 each year, the facilities surcharge of \$4.00 shall be automatically included by PROMOTER, unless VENUE agrees to lower the surcharge or not to include surcharge for specific Event, which shall be at VENUE'S sole option. All revenues generated from said surcharge shall be the sole property of VENUE and shall be deducted from ticket sale receipts.

PROMOTER guarantees that the VENUE shall receive \$600,000 in revenue generated from venue rental, sponsorships, and facility surcharges from the first 10 shows during each year of this contract; however, PROMOTER shall have the option to adjust venue rental, sponsorship funds and facilities surcharge to achieve the guaranteed revenue amount herein with approval of the City Manager. If venue rental, sponsorships, and facility surcharges

from the first 10 shows do not generate \$600,000.00 in revenues to the VENUE, the PROMOTER agrees to pay the difference from any sources at its disposal.

31. PARTIAL INVALIDITY.

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or enforceable, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

32. JURISDICTION.

All material, services and other obligations under the Agreement are to be rendered in Jackson County, Mississippi. By execution of this Agreement, in Jackson County, Mississippi and by partial performance of this Agreement in Jackson County Mississippi by payment to VENUE of the amount specified in Paragraph 2(a) hereof, VENUE hereby acknowledges, represents, and affirms that it is transacting business in Jackson County, Mississippi, and has and does subject itself to the jurisdiction of the appropriate court or courts of Jackson County, Mississippi as provided by law. PROMOTER expressly waives all objections to proper venue or jurisdiction of the courts of Jackson County, which it may have regarding any dispute between PROMOTER AND VENUE over the terms of this Agreement of the performance hereunder. PROMOTER enters this Agreement relying upon the courts of Jackson County, Mississippi, to enforce its rights under this Agreement should any dispute arise between PROMOTER and VENUE over such rights. Any dispute arising from any contract issued as a result of this offer shall be controlled and subject to the laws of the State of Mississippi and all parties consent to the Courts of Mississippi having exclusive jurisdiction of any controversy between the parties.

33. MODIFICATION.

This Agreement constitutes the entire agreement between the parties hereto and may not be modified, altered, or amended in any manner, except as provided by mutual written consent of the parties.

34. INDEMNIFICATION

PROMOTER agrees to indemnify defend and hold harmless VENUE, and the City of Gautier and its elected, appointed officials and employees, officers, and agents from and against any claims, demands, causes of action, or liability of any kind or nature, including

but not limited to personal injury or property damage, arising out of or related to services, parking, products or performances at the VENUE, pursuant to this contract.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same on the date first above written.

THE CITY:
CITY OF GAUTIER,
A MUNICIPAL CORPORATION

By: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, this instrument has been executed in multiple originals in the presence of the undersigned witness, as _____, this _____ day of _____, 2023.

PROMOTER:
46 Entertainment, Inc.

By: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named 46 ENTERTAINMENT INC. who being by me duly sworn, states on oath that they signed the above and foregoing Post Opening Agreement in regard to Gautier Amphitheater on the date and for the purpose mentioned therein.

SWORN TO AND SUBSCRIBED BEFORE ME, this _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named the City of Gautier, who being by me duly sworn, states on oath that they signed the above and foregoing Post Opening Agreement in regard the Gautier Amphitheater on the date and for the purpose mentioned therein.

SWORN TO AND SUBSCRIBED BEFORE ME, this _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet

Council Meeting:

October 17, 2023

Title:

Consideration for the Abatement at 1726 Dailey Drive, Gautier, MS

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for an Abatement at 1726 Dailey Drive, Gautier, MS

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 October 17, 2023, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 1726 Dailey Drive, 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 property located at 1726 Dailey Drive, Gautier, MS 39553, by having the property demolished, cleaned, and cleared, 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 October 17, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 10/11/2023
Subject: Consider Abatement on 1726 Dailey, Gautier, MS (Richard Fulton)

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 demolish, clear, and clean this, unsafe, and blighted property.

BACKGROUND:

This property has been abandoned and neglected since at least 2020 and has had no repairs or maintenance since its tax sale in 2022. There has been no water account associated with this property since 2006. There have been multiple illegal dumpings of trash and debris in the right of way of this lot. The mobile home is beyond repair and the lot and top of the mobile home is covered with trash and debris. As can be seen from the attached pictures, this is a severely blighted property in the Dellwood Heights community.

DISCUSSION:

The property has been a code enforcement case since 2021. The new owner of the lot has been given adequate notice to remedy the problems with this lot and to avoid this abatement. The owner has had appropriate time to respond to and attend the abatement hearing to present any objection or defense. This property is not being maintained to ward off rodents or to discourage the unlawful dumping that continuously occurs on it. This mobile home on this lot is one of two abatements on Dailey Rd. that will significantly improve the appearance of the road for neighbors and the community once the abatements are completed.

RECOMMENDATION:

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

ATTACHMENTS:

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

CODE CASE DETAILED REPORT CODE-004995-2023 FOR CITY OF GAUTIER

Case Type:	Code	Project:		Opened Date:	07/26/2023
Status:	Active	District:		Closed Date:	NOT CLOSED
Assigned To:	Patrick Fagan	Description:	og/dilapidated		

Address:	1726 Dailey	Main
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Note	Created By	Date and Time Created
1. need to abate,. blighted property. too many illegal dumpings in ROW since 2020.	Patrick Fagan	10/3/2023 2:35 pm
2. trying for october 17 agenda	Patrick Fagan	10/3/2023 4:54 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 October 17, 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:

1726 DAILEY

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

October 2, 2023

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

TO: Richard Fulton
4628 Breland Rd
Vanceleave, MS 39565

Re: Notice of Public Hearing
1726 Dailey

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **1726 Dailey, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **October 17, 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.

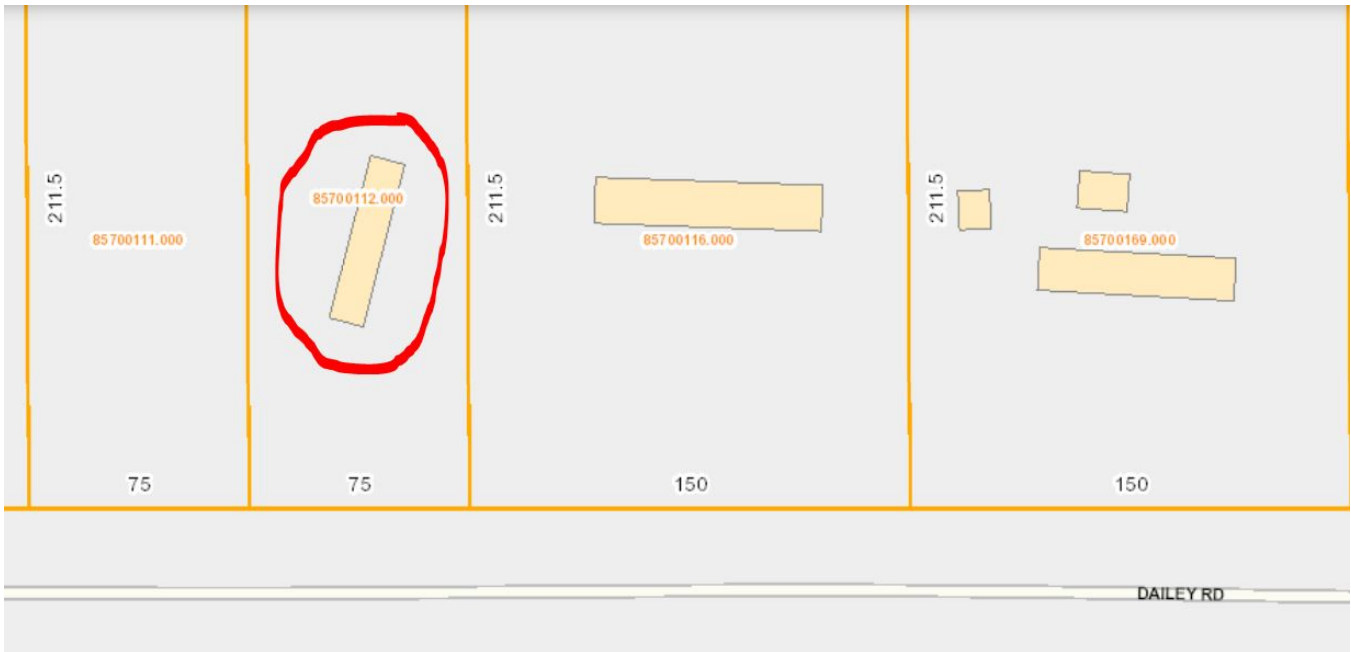
Additionally, the municipality may reenter the property or parcel of land for a period of one (1) year after the adjudication without any further hearings. A notice will be posted on the property or parcel of land and at City Hall or another place in the Municipality where such notices are generally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

Sincerely,

Patrick Fagan

1726 DAILEY ABATEMENT

Parcel & Tax Info



Property Link JACKSON COUNTY, MS

Current Date **10/ 6/2023**

Tax Year 2022
Records Last Updated **10/ 6/2023**

PROPERTY DETAIL			
OWNER	FULTON RICHARD COLE		ACRES : .36
	4628 BRELAND RD		LAND VALUE : 7560
			IMPROVEMENTS : **NA**
	VANCLEAVE MS 39565		TOTAL VALUE: 7560
			ASSESSED : 1134
PARCEL	85700112.000		
ADDRESS	1726 DAILEY		
TAX INFORMATION			
YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	57.11	0.00	59.68
CITY	48.76	0.00	50.95
SCHOOL	57.19	0.00	59.76
TOTAL	163.06	0.00	170.39 4.50% Penalty
A Print Fee May Apply, Contact County For Total.			
LAST PAYMENT DATE	**NA**		
TAXES DELINQUENT PRIOR YEAR			
MISCELLANEOUS INFORMATION			

**CITY OF GAUTIER
MEMORANDUM**

To: Scott Ankerson, Planning Director
From: Patrick Fagan, Code Enforcement
Date: October 6, 2023
Subject: Abatement of 1726 Dailey (demolish, clear, and clean)

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 demolish, clear, and clean this, unsafe, and blighted property.

BACKGROUND:

This property has been abandoned and neglected since at least 2020 and has had no repairs or maintenance since its tax sale in 2022. There has been no water account associated with this property since 2006. There have been multiple illegal dumpings of trash and debris in the right of way of this lot. The mobile home is beyond repair and the lot and top of the mobile home is covered with trash and debris. As can be seen from the attached pictures, this is a severely blighted property in the Dellwood Heights community.

DISCUSSION:

The property has been a code enforcement case since 2021. The new owner of the lot has been given adequate notice to remedy the problems with this lot and to avoid this abatement. The owner has had appropriate time to respond to and attend the abatement hearing to present any objection or defense. This property is not being maintained to ward off rodents or to discourage the unlawful dumping that continuously occurs on it. This mobile home on this lot is one of two abatements on Dailey Rd. that will significantly improve the appearance of the road for neighbors and the community once the abatements are completed.

RECOMMENDATION:

Staff recommends that the City Council approve this abatement, assess an administrative fee, and have the property demolished, cleared, and cleaned 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-Tax Information

PICTURES OF PROPERTY & POSTINGS











Nature's Playground

October 2, 2023

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

TO: Richard Fulton
4628 Breland Rd
Vanceleave, MS 39565

Re: Notice of Public Hearing
1726 Dailey

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for **1726 Dailey, Gautier, MS, 39553**. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on **October 17, 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 reentered for clearing/cleaning

Sincerely,

P. Fagan

Patrick Fagan



**CITY OF GAUTIER
PLANNING DEPARTMENT**
3330 Highway 90
P.O. Box 670
Gautier, MS 39553-0670

Final Notice

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee
\$ 0.00

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Postage
\$ 0.00

Total Postage and Fees
\$ 0.00

Sent To *Richard Fulton*

Street and Apt. No., or PO Box No.
Vanceleave, MS

City, State, ZIP+4®
Vanceleave, MS

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

CERTIFIED MAIL®



7020 0090 0000 0847 2089

Richard Fulton
4628 Breland Rd
Vanceleave, MS 39565

**CITY OF GAUTIER
Business Agenda Item #7
Fact Sheet**

Council Meeting: October 17, 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 October 17, 2023.

Docket of Claims
Release date from 10/17/2023 thru 10/17/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BORDIS & DANOS PLLC Account Number 001-060-602	240005	10/17/2023	10/06/2023	Invoice # 123	Date 10/03/2023	P.O. 11,250.00 Amount	11,250.00
		Description OCT 2023 RETAINER						
001	BORDIS & DANOS PLLC Account Number 001-060-602	240006	10/17/2023	10/06/2023	Invoice # 123	Date 10/03/2023	P.O. 5,237.80 Amount	5,237.80
		Description LITIGATION: GULF BREEZE CONS						
001	PITTMAN HOWDESHELL PLLC Account Number 001-060-602	240007	10/17/2023	10/06/2023	Invoice # 1339	Date 09/29/2023	P.O. 2,740.00 Amount	2,740.00
		Description LEGAL SERV:SR MALL PROPERTY						
001	DIRECTV LLC Account Number 001-161-698	240008	10/17/2023	10/06/2023	Invoice # X231014	Date 10/14/2023	P.O. 175.00 Amount	175.00
		Description WEST STN: 022727663 (NOV)						
001	MAURICE E MCCLURE Account Number 001-161-681	240009	10/17/2023	10/06/2023	Invoice # 11062023	Date 08/24/2023	P.O. 100.00 Amount	100.00
		Description PER DIEM ADV: FG LEADERSHIP						
001	TIMOTHY A HERMES Account Number 001-161-681	240010	10/17/2023	10/06/2023	Invoice # 10302023	Date 08/18/2023	P.O. 100.00 Amount	100.00
		Description PER DIEM ADV: FIRST						
001	LIBERTY MUTUAL INSURANCE COMPANY Account Number 001-092-625	240011	10/17/2023	10/06/2023	Invoice # 32S421484	Date 09/28/2023	P.O. 525.00 Amount	525.00
		Description EMPLOYMENT SECURITY BOND						
001	CIVICPLUS INC Account Number 001-040-699	240012	10/17/2023	10/06/2023	Invoice # 266834	Date 09/01/2023	P.O. 3,685.88 Amount	3,685.88
		Description CIVICCLERK RENEWAL FEE						
001	MS MUNICIPAL CLERKS/COLLECTORS ASSOC Account Number 001-040-681	240013	10/17/2023	10/06/2023	Invoice # 09252023	Date 09/25/2023	P.O. 150.00 Amount	150.00
		Description GRADUATION FEE: FARABEE,S						
001	WASTE PRO - GAUTIER Account Number 001-170-698 001-170-698	240014	10/17/2023	10/06/2023	Invoice # 0001335673 0001335713	Date 09/30/2023 09/30/2023	P.O. 285.00 Amount	35.00 250.00
		Description FRAZIER PORT O LET BACOT PORT O LET(2)						
001	RELX INC DBA LEXISNEXIS Account Number 001-092-698	240016	10/17/2023	10/06/2023	Invoice # 3094720612	Date 09/30/2023	P.O. 127.30 Amount	127.30
		Description SEP 2023 4254VNBSY						
001	46 ENTERTAINMENT INC Account Number 001-021-688	240017	10/17/2023	10/06/2023	Invoice # 1909	Date 10/05/2023	P.O. 6,500.00 Amount	6,500.00
		Description CONSULTANT SERVICES						

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PITNEY BOWES INC PURCHASE POWER	240018	10/17/2023	10/06/2023			1,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-607	POSTAGE METER #6095325		0434-6213	09/20/2023			1,200.00
001	C SPIRE WIRELESS	240021	10/17/2023	10/06/2023			274.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIP CHGS 3000652433		652433-28	10/01/2023			274.05
001	SBM REPORTING LLC	240022	10/17/2023	10/06/2023			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	PLANNING MGT 09/07/2023		MB1576	09/27/2023			175.00
001	RJ YOUNG COMPANY LLC	240023	10/17/2023	10/06/2023			283.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV6534738	09/17/2023			196.74
	001-100-699	MP C2504EX USAGE:COLOR		INV6534738	09/17/2023			79.00
	001-100-699	ADMIN FEE		INV6534738	09/17/2023			8.00
001	ACE DATA STORAGE INC	240024	10/17/2023	10/06/2023			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	SEP 2023 SHREDDING SERVICE		0094296	10/01/2023			105.00
001	MS DEPT OF FINANCE & ADMIN	240025	10/17/2023	10/06/2023			16,915.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	SEP 2023 COURT ASSESSMENTS		09302023	10/02/2023			16,915.50
001	MS DEPT OF PUBLIC SAFETY	240026	10/17/2023	10/06/2023			1,189.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	SEP 2023 SPECIAL ASSESSMENTS		09302023	10/02/2023			1,189.00
001	MS DEPT OF PUBLIC SAFETY	240027	10/17/2023	10/06/2023			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	SEP 2023 INTERLOCK FEES		09302023	10/02/2023			50.00
001	SUN HERALD ADVERTISING	240028	10/17/2023	10/09/2023			1,800.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	DISP AD: FY24 BUDGET HEARING		215195	09/30/2023			300.00
	001-040-615	DISP AD: FY24 TAX LEVY		215195	09/30/2023			150.00
	001-040-615	2 PG AD: FY24 BUDGET		215195	09/30/2023			1,200.00
	001-040-615	DISP AD: 2023 SOLID WASTE		215195	09/30/2023			150.00
001	PASCAGOULA TIRE & SERVICE INC	240029	10/17/2023	10/09/2023			22.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	SWAP TIRE/SENSOR: 2016 CHRGR		113292	09/07/2023			22.00
001	BELL AUTO PARTS INC	240031	10/17/2023	10/09/2023			178.85	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	REGULATOR;PIGTAIL: EXMARK		DO59842	09/19/2023			83.85
	001-170-639	REGULATOR: EXMARK		DO59839	09/19/2023			95.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUTOZONE INC	240032	10/17/2023	10/09/2023			37.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	TURTLEWAX WASH/WAX (4)		4907459806	09/18/2023			31.64
	001-170-639	MOTOR OIL: EXMARK		4907461171	09/21/2023			5.87
001	AUTO TRUCK AND TRAILER PARTS INC	240033	10/17/2023	10/09/2023			617.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	GAL ANTIFREEZE (6); BOX RAGS		308832	09/14/2023			151.95
	001-100-570	FL500 FILTER (12): FORDS		308859	09/15/2023			108.60
	001-161-638	3/4" HEATER HOSE (12): E2		308859	09/15/2023			13.20
	001-100-570	GAL ANTIFREEZE (6); BOX RAGS		309214	09/28/2023			151.95
	001-100-570	BOX RAGS; GAL INJECTOR CLNR		309223	09/28/2023			84.25
	001-100-570	GAL WASHER FLUID (18)		309223	09/28/2023			107.10
001	SBM REPORTING LLC	240034	10/17/2023	10/09/2023			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	PLANNING MGT 10/5/23		MB1587	10/06/2023			175.00
001	SPARKLIGHT	240035	10/17/2023	10/09/2023			149.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	OCT 2023:#107571481		10012023	10/01/2023			149.20
001	SPARKLIGHT	240036	10/17/2023	10/09/2023			96.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	OCT 2023:SR BLDG#120793682		10012023	10/01/2023			96.73
001	SPARKLIGHT	240037	10/17/2023	10/09/2023			127.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-698	OCT 2023:GARAGE #134679919		09192023	10/19/2023			127.97
001	CENTERPOINT ENERGY	240038	10/17/2023	10/09/2023			35.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	SOUTH FIRE:8/24-9/25/23		11000999-0	10/02/2023			35.29
001	CENTERPOINT ENERGY	240039	10/17/2023	10/09/2023			37.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE:8/24-9/25/23		11000885-1	10/02/2023			37.76
001	TEC	240040	10/17/2023	10/09/2023			160.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1100727	10/01/2023			160.60
001	C SPIRE WIRELESS	240041	10/17/2023	10/09/2023			1,196.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-605	COUNCIL CELL PHONE		0030759348	09/30/2023			48.91
	001-021-605	CITY MGR CELL PHONE		0030759348	09/30/2023			48.91
	001-040-605	ADMIN CELL PHONE		0030759348	09/30/2023			83.39
	001-090-605	BLDG-PLNG CELL PHONES		0030759348	09/30/2023			259.11
	001-090-698	IPAD SERVICE (3)		0030759348	09/30/2023			103.44
	001-161-605	FIRE DEPT CELL PHONES		0030759348	09/30/2023			146.73

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	240041	10/17/2023	10/09/2023			1,196.63	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-605	RECREATION CELL PHONES		0030759348	09/30/2023			205.50
	001-205-605	MAINT CELL PHONES		0030759348	09/30/2023			153.91
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	09/30/2023			146.73
001	CREDIT CARD CENTER	240044	10/17/2023	10/09/2023			374.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-681	HOTEL-MCC CONF: STEWARD		09062023	09/11/2023			69.00
	001-001-681	HOTEL-MML FALL BOD: VAUGHAN		09222023	09/25/2023			109.00
	001-040-681	HOTEL-CMC: FARABEE		09222023	09/25/2023			196.00
001	FUELMAN	240047	10/17/2023	10/09/2023			4,278.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP65181183	10/02/2023			209.05
	001-100-525	UNL FUEL		NP65181183	10/02/2023			2,874.34
	001-161-525	UNL&DSL FUEL		NP65181183	10/02/2023			620.39
	001-170-525	UNL&DSL FUEL		NP65181183	10/02/2023			532.76
	001-205-525	UNL FUEL		NP65181183	10/02/2023			41.83
001	FUELMAN	240049	10/17/2023	10/09/2023			4,110.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP65232958	10/09/2023			47.34
	001-100-525	UNL FUEL		NP65232958	10/09/2023			2,866.39
	001-161-525	UNL&DSL FUEL		NP65232958	10/09/2023			736.41
	001-170-525	UNL&DSL FUEL		NP65232958	10/09/2023			460.11
001	SINGING RIVER ELECTRIC COOPERATIVE	240059	10/17/2023	10/09/2023			3,343.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004		09182023	09/26/2023			2,454.50
	001-201-629	SIGNAL LIGHTS		09182023	09/26/2023			66.88
	001-170-631	CITY PARK RESTRMS 89912001		09182023	09/26/2023			320.90
	001-201-633	STREET LIGHTS		09182023	09/26/2023			171.12
	001-092-631	RECORDS BLDG 90790001		09182023	09/26/2023			282.36
	001-170-631	FRAZIER RESTRMS 98546001		09182023	09/26/2023			48.22
001	SINGING RIVER ELECTRIC COOPERATIVE	240060	10/17/2023	10/09/2023			110.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005		09182023	09/26/2023			79.02
	001-170-631	FITNESS TRAIL 109268001		09182023	09/26/2023			31.67
001	SINGING RIVER ELECTRIC COOPERATIVE	240061	10/17/2023	10/09/2023			904.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002		09182023	09/26/2023			79.26
	001-201-633	DOLPHIN ST 94988002		09182023	09/26/2023			60.00
	001-201-633	DOLPHIN ST 94989002		09182023	09/26/2023			43.11
	001-201-633	DOLPHIN ST 94990002		09182023	09/26/2023			671.53
	001-201-633	WM PAYNE 100244006		09182023	09/26/2023			50.62
001	SINGING RIVER ELECTRIC COOPERATIVE	240062	10/17/2023	10/09/2023			502.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001		09192023	09/27/2023			310.17
	001-170-631	BACOT SPLASHPAD 103751001		09192023	09/27/2023			31.67

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001	SINGING RIVER ELECTRIC COOPERATIVE	240062	10/17/2023	10/09/2023			502.55	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	BACOT UPGRADES	113730001	09192023	09/27/2023			51.56
	001-170-631	BACOT	114484001	09192023	09/27/2023			109.15
001	SINGING RIVER ELECTRIC COOPERATIVE	240063	10/17/2023	10/09/2023			521.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	ROUNDAABOUT	102311004	09182023	09/26/2023			30.00
	001-201-633	WM PAYNE	100245001	09182023	09/26/2023			60.21
	001-170-631	BACOT LIGHTS	10137	09192023	09/27/2023			299.26
	001-201-629	SIGNAL LIGHTS	10138	09192023	09/27/2023			132.09
001	SINGING RIVER ELECTRIC COOPERATIVE	240064	10/17/2023	10/09/2023			10,442.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-633	STREET LIGHTING	10054	09182023	09/26/2023			7,026.83
	001-092-631	CITY HALL	10054	09182023	09/26/2023			1,125.56
	001-170-631	SRM VENUE/DLPN PW BOX	10054	09182023	09/26/2023			60.00
	001-170-631	FRAZIER PARK	10054	09182023	09/26/2023			72.30
	001-170-631	SENIOR BLDG	10054	09182023	09/26/2023			441.91
	001-170-631	CITY PARK	10054	09182023	09/26/2023			163.33
	001-161-631	CENTRAL FD	10054	09182023	09/26/2023			509.41
	001-092-631	PUBLIC WORKS	10045	09182023	09/26/2023			353.45
	001-092-631	HWY 90 SIGN	10045	09182023	09/26/2023			41.66
	001-201-629	SIGNAL LIGHTS	10045	09182023	09/26/2023			647.98
001	AIRGAS USA LLC	240071	10/17/2023	10/10/2023			330.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		5502533857	09/30/2023			330.40
001	LOWES HOME CENTERS INC	240073	10/17/2023	10/10/2023			1,030.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	2" CHIP PAINT BRUSH: NFD		915214	08/25/2023			4.50
	001-161-635	3M PRO GRD MASTIK TAPE: NFD		915220	08/25/2023			47.49
	001-205-635	GE LFL 20W T12A (2): C HALL		901174	08/28/2023			21.82
	001-205-635	15/32X4X8 PLYWOOD: SHOP		901202	08/28/2023			40.85
	001-161-639	2CYC OIL;TRM LINE: WEEDEATER		901160	08/28/2023			41.75
	001-170-639	MIG WIRE;SAW BLD: TRLR REPR		901371	08/29/2023			27.99
	001-205-635	2X4 KD WW STUD(3): SHOP		901481	08/29/2023			9.51
	001-170-559	6PK ELCT TAPE; BLU PNTR TAPE		960894	08/31/2023			17.73
	001-092-635	WTR LEAK REPR: CITY HALL		993189	09/05/2023			4.30
	001-170-512	HARDWARE: CRUISIN SIGN		915025	09/05/2023			17.01
	001-170-635	PVC PIPE(2): FRASIER AC		901698	09/07/2023			6.14
	001-161-559	10PK F-CONN; TV MOUNT: CFD		901890	09/08/2023			63.62
	001-170-635	HRDWR;PIPE;FOAM INS:FRASIER AC		901806	09/08/2023			15.11
	001-161-559	2W COAX DIGI CABLE SPLITTER		901970	09/08/2023			9.49
	001-170-635	25A 2P CIRCUIT BRKR:FRASIER AC		901869	09/08/2023			16.80
	001-205-559	32CT WATER: MAINT DEPT		901869	09/08/2023			5.68
	001-170-559	18X24 ACRYLIC:POPCRN MACH REPR		901650	09/11/2023			17.56
	001-161-559	8PK C BATTERY(6);AC FILTER(2		901920	09/12/2023			98.84
	001-170-577	80LB CONCRETE(4): BUDDY DAVIS		960195	09/13/2023			19.28
	001-092-635	BROAN RESTRM FAN: CITY HALL		901353	09/14/2023			44.64
	001-170-502	200' BRAIDED POLY ROPE		979891	09/18/2023			22.78
	001-161-559	26OZ HYB CERAMIC WAX (2)		901123	09/18/2023			39.88

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001	LOWES HOME CENTERS INC	240073	10/17/2023	10/10/2023			1,030.66	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-559	4' 6 OUTLET SURGE PROT (3)		960262	09/18/2023			56.07
	001-205-635	BROAN RESTRM FAN (2): C HALL		960262	09/18/2023			41.78
	001-090-559	ALUM FOLDING HAND TRUCK		986010	09/18/2023			75.98
	001-092-639	SAWBLADE; ALGAEICIDE: FOUNTAIN		986415	09/18/2023			35.11
	001-170-559	3M RESP NP5 MASK 5CT		901235	09/19/2023			19.94
	001-205-559	5/8 X 8 MASONRY DRILL BIT		901255	09/19/2023			17.09
	001-170-512	HWARE/SUPPLIES: CRUISIN SIGN		901230	09/19/2023			87.57
	001-205-559	SIKA EPOXY; HEX NUT(3): SHOP		901384	09/19/2023			29.36
	001-092-639	MAINT SUPPLIES: FUEL TANK		901882	09/22/2023			56.91
	001-170-634	2-2-42 BALUSTRADE(6): PIER		901916	09/22/2023			9.54
	001-170-512	38' POLY ROPE: CRUISIN SIGN		901890	09/22/2023			8.54
001	CINTAS CORPORATION	240076	10/17/2023	10/10/2023			547.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	SEP 07 2023 MAINT		4166941585	09/07/2023			144.11
	001-205-535	SEP 13 2023 MAINT		4167571380	09/13/2023			134.42
	001-205-535	SEP 20 2023 MAINT		4168274731	09/20/2023			134.42
	001-205-535	SEP 27 2023 MAINT		4169002959	09/27/2023			134.42
001	KEITH ELIJAH SMITH	240078	10/17/2023	10/11/2023			280.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FB GAME (2)		09262023	10/11/2023			70.00
	001-170-502	REFEREE FB GAME (2)		10032023	10/11/2023			70.00
	001-170-502	REFEREE FB GAME (4)		10072023	10/11/2023			140.00
001	DAMARRIO GAINER	240079	10/17/2023	10/11/2023			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FB GAME (2)		10032023	10/11/2023			60.00
	001-170-502	REFEREE FB GAME		10042023	10/11/2023			30.00
	001-170-502	REFEREE FB GAME (2)		10102023	10/11/2023			60.00
001	KALAN HAMPTON	240080	10/17/2023	10/11/2023			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FB GAME (2)		10032023	10/11/2023			60.00
001	TERRELL SUTTON	240081	10/17/2023	10/11/2023			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FB GAME (4)		10072023	10/11/2023			120.00
001	TAURIAN ANDRES HAYNES	240082	10/17/2023	10/11/2023			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	REFEREE FB GAME (4)		10072023	10/11/2023			120.00
001	O'REILLY AUTO PARTS	240083	10/17/2023	10/11/2023			3,166.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	CTRL ARM ASSY (2): #12416		1978301754	08/29/2023			153.30
	001-100-570	ROTOR(2); CERAMIC PAD: #12416		1978301818	08/29/2023			119.99
	001-100-570	B-PAD; ROTOR(2); SENSR(2):10636		1978301819	08/29/2023			165.45
	001-100-570	6QT OIL; FILTER: #10636		1978301820	08/29/2023			51.26
	001-100-570	THERMOSTAT: #12406		1978302085	08/31/2023			17.10
	001-100-570	RADIATOR: #12457		1978302715	09/06/2023			161.94

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001	O'REILLY AUTO PARTS	240083	10/17/2023	10/11/2023			3,166.24	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	LAT CONTROL ARM (2): #16233	1978302720	09/06/2023			154.14	
	001-100-570	LAT CONTROL ARM (2): #12405	1978302722	09/06/2023			154.14	
	001-100-570	RADIATOR CAP: #12406	1978302957	09/08/2023			7.64	
	001-100-570	THERMOSTAT; GAL ANTIFREEZE(5)	1978303274	09/11/2023			127.05	
	001-161-638	FREON LEAK DETECTOR: E3	1978303378	09/12/2023			12.99	
	001-100-570	EVAP PUMP & SOLENOID: #12457	1978303379	09/12/2023			66.69	
	001-100-570	ENGINE MOUNTS (2): #12456	1978303522	09/13/2023			86.08	
	001-100-570	THERMOSTAT: #12405	1978303522	09/13/2023			17.10	
	001-100-570	RTN CR: EVAP SOLENOID	1978303551	09/13/2023			-46.25	
	001-100-570	IDLER PULLEY(3): #12405	1978303605	09/14/2023			64.72	
	001-100-570	THERMOSTAT;EVAP SOLENOID:12405	1978303605	09/14/2023			63.35	
	001-161-638	GASKET MATERIAL: E2	1978303627	09/14/2023			5.12	
	001-205-559	WRENCH: MECH SHOP	1978303654	09/14/2023			18.99	
	001-161-559	TURTLE WAX & CARWASH: FIRE	1978303682	09/14/2023			18.98	
	001-100-570	B-PAD;ROTOR(2);BALL JNT: 11277	1978304047	09/18/2023			158.13	
	001-161-638	ELC CLNR; GAL ANTIFRZ (2): E2	1978304056	09/18/2023			47.67	
	001-161-638	HYD FILTER; TRNS FLUID: E2	1978304114	09/18/2023			51.50	
	001-205-570	BATTERY: #36383	1978304167	09/19/2023			127.64	
	001-170-638	QT OIL(12);FLTR(2);WIPER(2)	1978304294	09/20/2023			71.93	
	001-100-570	ENG LUBE(2);HEADBLT(2): 19685	1978304976	09/26/2023			61.52	
	001-100-570	TIMING CHAIN KIT: 19685	1978304976	09/26/2023			88.68	
	001-100-570	PUMP;BK FLD;J OIL;TUBING:14889	1978304976	09/26/2023			40.26	
	001-100-570	HEAD GSKT SET;MDS SOL: 19685	1978304977	09/26/2023			181.50	
	001-100-570	MDS SOLENOID (3): 19685	1978305009	09/26/2023			152.13	
	001-100-570	BATTERY (2): POLARIS	1978305139	09/27/2023			199.38	
	001-100-570	PADS;ROTOR(2);QT OIL(5):16955	1978305144	09/27/2023			163.61	
	001-100-570	BATTERY: #14399	1978305161	09/27/2023			124.82	
	001-100-570	TMG CVR GSK;COOLANT HOSE:19685	1978305216	09/28/2023			84.21	
	001-100-570	HTR HOSE ASY(2);SILICONE:19685	1978305216	09/28/2023			95.96	
	001-100-570	BRAKE CLEANER (2): PD UNITS	1978305256	09/28/2023			71.76	
	001-100-570	FUEL STABIL;FUEL TMNT;PLUG KIT	1978305258	09/28/2023			25.76	
001	RIDDELL ALL AMERICAN SPORTS	240085	10/17/2023	10/11/2023			27.94	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-502	FREIGHT CHG 65914	951935348	09/20/2023			27.94	
001	ADVANCE AUTO PARTS	240086	10/17/2023	10/11/2023			23.51	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-559	HARD SHELL PASTE; LILTREE 3PK	3325739769	09/14/2023			9.46	
	001-161-559	HARD SHELL PASTE; LILTREE 3PK	3325763113	09/14/2023			9.46	
	001-161-559	HALOGEN BULB	3326547394	09/22/2023			4.59	
001	AUTO TRUCK AND TRAILER PARTS INC	240092	10/17/2023	10/11/2023			850.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	STEERING PUMP: ENGINE 2	308787	09/12/2023	231277		850.00	
001	REYNOLDS WHOLESALE CO	240093	10/17/2023	10/11/2023			1,709.06	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	CS PF LATEX GLOVES 100/CT	75399	09/29/2023	231327		70.00	
	001-092-510	TISSUE ROLLS 96/CS (4)	75399	09/29/2023	231327		227.80	
	001-092-510	PAPER TOWEL ROLLS 30/CS (6)	75399	09/29/2023	231327		209.70	

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001	REYNOLDS WHOLESALE CO	240093	10/17/2023	10/11/2023			1,709.06	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	#1508 BMF TOWELS (10)	75399	09/29/2023	231327		249.50	
	001-092-510	FOAMING SOAP 6/CS	75399	09/29/2023	231327		72.95	
	001-092-510	TOILET MAT 6/CS	75399	09/29/2023	231327		59.50	
	001-092-510	CS 24X32 CAN LINER 500CT (2)	75399	09/29/2023	231327		65.90	
	001-092-510	CS 30X36 CAN LINER 200CT (2)	75399	09/29/2023	231327		57.90	
	001-092-510	36X5 DUST MOP FRAME/HANDLE(2)	75399	09/29/2023	231327		58.40	
	001-092-510	24X5 DUST MOP FRAME/HANDLE(2)	75399	09/29/2023	231327		50.40	
	001-092-510	LYSOL SPRAY 19 OZ 12/CT	75399	09/29/2023	231327		83.88	
	001-092-510	SNAPBACK SPRAY BUFF 1GAL	75399	09/29/2023	231327		36.75	
	001-092-510	DAMP MOP TREATMENT 1GAL	75399	09/29/2023	231327		11.95	
	001-092-510	21" CARPET BONNET	75399	09/29/2023	231327		39.00	
	001-092-510	UNGER SCRAPER 48"	75399	09/29/2023	231327		33.95	
	001-092-510	RUBBERMAID DUSTPAN	75399	09/29/2023	231327		18.95	
	001-161-510	#1508 MFB TOWELS (4)	75433	10/06/2023	240038		99.80	
	001-161-510	DISH DETERGENT 1-GAL (4)	75433	10/06/2023	240038		79.80	
	001-161-510	TISSUE ROLLS 96/CS	75433	10/06/2023	240038		56.95	
	001-161-510	PINE SOL 144-OZ (4)	75433	10/06/2023	240038		59.80	
	001-161-510	BLEACH GAL 6/CS (2)	75433	10/06/2023	240038		45.90	
	001-161-510	COMET 21OZ CAN 12/CS	75433	10/06/2023	240038		20.28	
001	SHERWIN-WILLIAMS COMPANY	240094	10/17/2023	10/11/2023			242.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-616	5GAL PAINT (5): BELK SIGN	2596-7	10/04/2023	240018		242.95	
001	MS ASSOC OF CHIEFS OF POLICE	240095	10/17/2023	10/11/2023			112.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-660	NATIONAL DISPATCHER TEST (5)	SA55525	09/29/2023	231243		90.00	
	001-022-660	SHIPPING	SA55525	09/29/2023	231243		22.00	
001	OFFICE DEPOT 1104	240097	10/17/2023	10/11/2023			26.42	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-512	GOLF PENCILS;PUSHPINS;PAPER	3346481400	09/26/2023	231320		26.42	
001	PASCAGOULA TIRE & SERVICE INC	240098	10/17/2023	10/11/2023			650.03	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	FS FIREHAWK PURSUIT(4): 16223	113207	09/07/2023	231194		472.04	
	001-100-570	INSTL PACKAGE: 16223	113207	09/07/2023	231194		98.00	
	001-100-570	4 WHL ALIGNMENT: 16223	113207	09/07/2023	231194		79.99	
001	SUN HERALD ADVERTISING	240099	10/17/2023	10/11/2023			20.64	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-615	PUBLIC NOTICE: GPC 23-30-CU	215195	09/30/2023	231313		20.64	
001	GULF SOUTH PRODUCTIONS LLC	240100	10/17/2023	10/11/2023			3,450.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-512	STAGELINE SL 100: CTC	5090	09/29/2023	231078		3,000.00	
	001-170-512	DELIVERY	5090	09/29/2023	231078		150.00	
	001-170-512	STAGE TECHNICIAN (2)	5090	09/29/2023	231078		300.00	

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001	FLAGPOLES ETC	240101	10/17/2023	10/11/2023			3,662.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	40' EXT HALYARD FLAGPOLE		R17379	08/18/2023	231184		3,462.98
	001-021-688	FREIGHT		R17379	08/18/2023	231184		200.00
001	MECO INC	240102	10/17/2023	10/11/2023			498.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-639	LABOR-PARTS: FUEL TANK REPR		127025	09/22/2023	231185		498.31
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	240103	10/17/2023	10/11/2023			1,836.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	4X6 LINED STICKY NOTES 5PK		3547832978	09/19/2023	231290		5.80
	001-090-500	PM FELT PEN RED 12PK		3547832978	09/19/2023	231290		15.94
	001-090-500	AVY 5876 CE BUS CARD 200PK(2)		3547832978	09/19/2023	231290		36.80
	001-090-500	LTR LAMINATING POUCH 100PK		3547832978	09/19/2023	231290		17.96
	001-090-559	OPTIMA 20 ELECT 3-HOLE PUNCH		3547832978	09/19/2023	231290		157.01
	001-090-500	HP305A REMAN SY MAG TONER(2)		3547832978	09/19/2023	231290		92.32
	001-090-500	SHARPIE KING PERM MARKER 4PK		3547832978	09/19/2023	231290		7.37
	001-090-500	BIC BP MED PEN BLU 60PK		3547832978	09/19/2023	231290		5.35
	001-090-500	CLEAR SHEET PROTECTOR 200PK		3547832978	09/19/2023	231290		10.15
	001-090-500	STICKIES 1" RED FLAG 100CT		3547832978	09/19/2023	231290		4.77
	001-090-500	POST-IT ARROW FLAG ASRT 96PK		3547832978	09/19/2023	231290		5.70
	001-090-500	2024 CALENDAR 22X17 DESK (5)		3547832978	09/19/2023	231290		34.95
	001-090-500	FOAM MOUSE PAD WRIST COMBO		3547832978	09/19/2023	231290		11.36
	001-090-500	DURACELL AAA BATT 20PK		3547832978	09/19/2023	231290		23.74
	001-090-500	DURACELL AA BATT 20PK		3547832978	09/19/2023	231290		13.90
	001-090-500	HP305A REMAN SY CYN TONER(2)		3547832978	09/19/2023	231290		92.32
	001-090-500	HP305A REMAN SY BLK TONER		3547832978	09/19/2023	231290		53.69
	001-090-500	HP305A REMAN SY YEL TONER		3547832978	09/19/2023	231290		46.16
	001-090-500	G2 GEL RTR BOLD BLUE 12BX		3548140737	09/23/2023	231311		11.72
	001-090-500	VELOCITY RTR BP BLUE 12BX		3548140737	09/23/2023	231311		8.42
	001-090-500	G2 GEL RTR FINE RED 12BX		3548140737	09/23/2023	231311		11.72
	001-090-500	3 RING BINDER BLK #82641		3548140737	09/23/2023	231311		13.84
	001-090-559	KELBURNE FAUX LTHR BLK CHAIR		3548140737	09/23/2023	231311		112.20
	001-040-500	CS COPY PAPER 8.5X11 (10)		3548520256	09/29/2023	231329		444.90
	001-090-500	STP BINDER CLIP SMALL 144CT		3548448951	09/28/2023	231323		2.88
	001-090-500	STP BINDER CLIP MED 24CT		3548448951	09/28/2023	231323		3.32
	001-090-500	#1 PAPER CLIP 1000/BX		3548448951	09/28/2023	231323		4.39
	001-090-500	2024 DESK CALENDAR 17X11 (2)		3548448951	09/28/2023	231323		23.98
	001-090-500	BANKER BOX LTR MED 12/CT		3548448951	09/28/2023	231323		83.57
	001-090-500	BRISTOL CARDSTOCK 67# REAM		3548448951	09/28/2023	231323		10.19
	001-090-500	PILOT PRECISE GRIP BLUE 12BX		3548448951	09/28/2023	231323		14.32
	001-090-500	G2 GEL RTR BOLD BLUE 12BX		3548448951	09/28/2023	231323		11.72
	001-090-500	MINI BINDER CLIP ASRT 60PK		3548448951	09/28/2023	231323		6.06
	001-090-500	HP65 BLK/C/M/Y SY 2PK (2)		3548448951	09/28/2023	231323		65.16
	001-090-500	FILE FOLDER LEGAL RED 100/BX		3548448951	09/28/2023	231323		25.18
	001-090-500	FILE FOLDER LEGAL YEL 100/BX		3548448951	09/28/2023	231323		25.19
	001-090-500	4X6 STICKY LINED NOTES 5PK(2)		3548448951	09/28/2023	231323		11.60
	001-090-500	CS 8.5X11 COPY PAPER (5)		3548448951	09/28/2023	231323		179.95
	001-090-500	VERBATIM 16GB USB DRIVE 3PK		3548448952	09/28/2023	231323		20.92

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001	STAPLES BUSINESS ADVANTAGE DEPT ATL	240103	10/17/2023	10/11/2023			1,836.44	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	METAL OFFICE PHONE STAND		3548755240	09/30/2023	231333		12.60
	001-090-500	F-FOLDER LEGAL MAN 100CT (2)		3548755240	09/30/2023	231333		33.84
	001-090-500	VINYL CHAIR MAT 36X48		3548755240	09/30/2023	231333		44.99
	001-090-500	PLSTC PHONE STAND ORGANIZER		3548755243	09/30/2023	231333		18.49
001	CUPIT SIGNS OF MISSISSIPPI INC	240105	10/17/2023	10/11/2023			192.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	12" VEHICLE SEAL DECAL (10)		35863B	09/29/2023	231317		120.00
	001-170-615	12" VEHICLE SEAL DECAL (6)		35864B	09/29/2023	231285		72.00
001	REEVES COMPANY INC	240106	10/17/2023	10/11/2023			81.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	69 GOLD NAMEPLATE PIN (3)		479707	09/25/2023	231299		42.69
	001-100-535	YD SILVER SERVING SINCE PIN		479707	09/25/2023	231299		16.94
	001-100-535	YD SILVER SERVING SINCE PIN		479707	09/25/2023	231299		16.94
	001-100-535	SHIPPING		479707	09/25/2023	231299		4.97
001	MUNICIPAL EMERGENCY SERVICES INC	240107	10/17/2023	10/11/2023			1,036.78	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	SHORT (2): HEDMAN		IN1940610	09/27/2023	230737		184.28
	001-161-706	RIPPER W/DW BRUSHLS 20V MAX		IN1944774	10/05/2023	240013		822.50
	001-161-706	SHIPPING: RK-DW-DCF887		IN1944774	10/05/2023	240013		30.00
001	SENTRY SPORTS A TO Z LLC	240108	10/17/2023	10/11/2023			29,549.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-751	NILAND TYPE C ASSY (2): BAL		646	10/09/2023	230680		10,603.00
	001-201-751	NILAND TYPE B ASSY (2): BAL		646	10/09/2023	230680		8,443.00
	001-201-751	NILAND TYPE C POLE ONLY: BAL		646	10/09/2023	230680		2,740.50
	001-201-751	NILAND TYPE B POLE ONLY: BAL		646	10/09/2023	230680		2,740.50
	001-201-751	FREIGHT		646	10/09/2023	230680		5,022.00
001	SWETMAN SECURITY SERVICE INC	240110	10/17/2023	10/11/2023			1,905.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	CRUISIN: 6 GUARDS (10AM-6PM)		16184	10/03/2023	231310		960.00
	001-170-512	CRUISIN: 4 GUARDS (10AM-7PM)		16184	10/03/2023	231310		720.00
	001-170-512	CRUISIN: SUPERVISOR (10AM-7PM)		16184	10/03/2023			225.00
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	240111	10/17/2023	10/11/2023			2,377.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	FLEXRS SS BASE SHIRT XS (3)		27579	10/03/2023	231297		177.00
	001-100-535	FLEXRS SS BASE SHIRT (6)		27579	10/03/2023	231297		354.00
	001-100-535	BLAUER COVERT PANTS (3)		27579	10/03/2023	231297		237.00
	001-100-535	FLEXRS COVERT TAC PANT (6)		27579	10/03/2023	231297		474.00
	001-100-535	POLY TROUSER BLK		27579	10/03/2023	231297		54.99
	001-100-535	POLY TROUSER NVY (2)		27579	10/03/2023	231297		109.98
	001-100-535	BLAUER LS ZIP POLY SHIRT (3)		27579	10/03/2023	231297		179.97
	001-100-535	WOMENS SS ZIP POLY SHIRT		27579	10/03/2023	231297		54.99
	001-100-535	BLAUER CLASS A SHIRT SS (2)		27579	10/03/2023	231297		109.98
	001-100-535	FLEXRS LS BASE SHIRT (9)		27579	10/03/2023	231297		576.00
	001-100-535	SHIPPING		27579	10/03/2023	231297		50.00

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001	AMAZON CAPITAL SERVICE	240112	10/17/2023	10/11/2023			341.18	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	CLEAR TAPE 16PK	1KJWP7RHGT	09/16/2023	231289		9.98	
	001-090-500	STICKY NOTE ASRT 3X3 24PK	1KJWP7RHGT	09/16/2023	231289		8.92	
	001-022-559	POWER ADAPTER HOLE PUNCH	1KJWP7RHGT	09/16/2023	231289		10.59	
	001-022-559	POWER ADAPTER HOLE PUNCH	1QGT9GWWN7	09/29/2023	231289		-10.59	
	001-094-500	DURACELL 40CT AA BATT (2)	1N9FWV6HDR	09/27/2023	231318		64.38	
	001-094-559	2 PK MONITOR RISERS STAND	1N9FWV6HDR	09/27/2023	231318		18.99	
	001-094-500	VERBATIM 32GB USB DRIVE 5PK	1N9FWV6HDR	09/27/2023	231318		18.18	
	001-094-500	HP952 BLK/CY/MAG/YEL INK (2)	1N9FWV6HDR	09/27/2023	231318		201.74	
	001-094-500	UNIBALL VISION FINE BLK 12BX	1N9FWV6HDR	09/27/2023	231318		18.99	
001	AGJ SYSTEMS & NETWORKS INC	240113	10/17/2023	10/11/2023			1,321.79	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-704	DELL LATITUDE LAPTOP: YANCEY	108732	09/29/2023	231328		1,321.79	
001	OCCUPATIONAL HEALTH CENTER INC	240114	10/17/2023	10/11/2023			110.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-604	PRE-EMP PHYSICAL: JENKINS	337123	10/03/2023	231309		75.00	
	001-022-604	PRE-EMP DRUG SCREEN: JENKINS	337123	10/03/2023	231309		35.00	
001	JACKSON COUNTY ADULT DETENTION CENTER	240122	10/17/2023	10/11/2023			9,520.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-010-696	SEP 2023 ADC CHGS	09302023	10/10/2023			9,520.00	
001	ELAN FINANCIAL SERVICES	240127	10/17/2023	10/12/2023			2,922.17	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-702	61PC IMPACT SOCKET SET (2)	09062023	09/07/2023			359.98	
	001-205-702	LOW PROFILE RATCHET (2)	09062023	09/07/2023			79.98	
	001-205-702	MISC TOOLS (11)	09062023	09/07/2023			151.89	
	001-205-702	4PC PREMIUM PLIER SET (2)	09062023	09/07/2023			49.98	
	001-205-702	15PC SCREWDRIVER SET (2)	09062023	09/07/2023			55.98	
	001-205-702	48PC IMPACT SOCKET SET (2)	09062023	09/07/2023			219.98	
	001-205-702	FLEX HEAD RATCHET (2)	09062023	09/07/2023			89.98	
	001-205-702	20PC RATCHET WRENCH SET (2)	09292023	10/02/2023			119.98	
	001-205-702	21PC SOCKET SET (2)	09292023	10/02/2023			49.98	
	001-205-702	MISC TOOLS (10)	09292023	10/02/2023			94.43	
	001-205-702	15 SLOT MGNT WRENCH RACK (2)	09292023	10/02/2023			45.98	
	001-205-702	SOCKET TRAY (2)	09292023	10/02/2023			49.98	
	001-205-702	1000LB HYDRAULIC TABLE CART	09292023	10/02/2023			369.99	
	001-205-702	SWIVEL RATCHET	09292023	10/02/2023			17.99	
	001-205-702	HOSE CLAMP PLIERS (2)	09292023	10/02/2023			77.98	
	001-205-702	2PC ADJ STEEL WRENCH (2)	09292023	10/02/2023			45.96	
	001-205-702	3/8 FLEX HEAD RATCHET (2)	09292023	10/02/2023			69.96	
	001-205-702	2PC IMPCT SWIVEL ADAPTOR (2)	09292023	10/02/2023			55.96	
	001-205-702	RECIP SAW BLADE	09292023	10/02/2023			19.98	
	001-205-702	CM 189PC MECH TOOL SET	09292023	10/02/2023			229.00	
	001-161-559	65" VIZIO TV: CENTRAL FD	09082023	09/11/2023			398.00	
	001-170-511	SR CENTER DECORATIONS	09122023	09/13/2023			99.05	
	001-170-513	HALLOWEEN EVENT	09212023	09/22/2023			95.18	

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001	ELAN FINANCIAL SERVICES	240127	10/17/2023	10/12/2023			2,922.17	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	ONEWAY APP: OCT 2023		10022023	10/03/2023			75.00
001	AUDIOWAVE INC	240129	10/17/2023	10/12/2023			4,700.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-702	INST EQUIP/BLUPRNT PKG: 11961		A57046	10/12/2023	231315		2,100.00
	001-100-702	SHOP SUPPLIES: 11961		A57046	10/12/2023	231315		250.00
	001-100-702	INST EQUIP/BLUPRNT PKG: 12075		A57066	10/12/2023	231326		2,100.00
	001-100-702	SHOP SUPPLIES: 12075		A57066	10/12/2023	231326		250.00
FUND TOTAL	1 Claims	to	Checks	76 Total	153,263.53	Manual	Held	Total 153,263.53

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156	SOUTHERN STATE K9 LLC	240109	10/17/2023	10/11/2023			19,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	POLICE K-9 W/ HANDLER COURSE		2023-37	09/18/2023	231293		19,500.00
FUND TOTAL 156 Claims	to	Checks	1 Total	19,500.00	Manual	Held	Total	19,500.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	240045	10/17/2023	10/09/2023			4,745.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		SEP 2023	09/19/2023		2,540.62	
	172-350-650	LIBRARY SUPPORT		TAX SALE	09/19/2023		2,205.14	
FUND TOTAL 172 Claims	to	Checks	1 Total	4,745.76	Manual	Held	Total	4,745.76

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BAY ICE COMPANY INC	240019	10/17/2023	10/06/2023			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	SEP 2023 BOX RENTAL		684026	09/30/2023			50.00
176	C SPIRE WIRELESS	240042	10/17/2023	10/09/2023			53.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	09/30/2023			53.09
176	SINGING RIVER ELECTRIC COOPERATIVE	240065	10/17/2023	10/09/2023			3,287.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		09192023	09/27/2023			2,633.84
	176-170-631	HOUSE 76855002		09192023	09/27/2023			55.12
	176-170-631	SSP WELCOME CENTER 108928002		09192023	09/27/2023			568.47
	176-170-631	DUMP STATION 109931001		09192023	09/27/2023			30.00
176	LOWES HOME CENTERS INC	240074	10/17/2023	10/10/2023			87.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	WASP SPRAY (6); AA BTRY 24PK		960065	09/06/2023			48.31
	176-170-559	JUMBO WAX RING KIT		979671	09/15/2023			6.63
	176-170-559	WAX RING KIT; FLANGE SET		901346	09/23/2023			32.74
176	J H WRIGHT & ASSOCIATES INC	240115	10/17/2023	10/11/2023			1,975.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	KEEN GRINDER PUMP KHHG2-2301		455461	10/03/2023	231332		1,900.00
	176-170-559	PUMP CAP KIT: SHEP BATH HOUSE		455461	10/03/2023	231332		75.00
176	ELAN FINANCIAL SERVICES	240128	10/17/2023	10/12/2023			255.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	INVENTORY: SNACKS, CANDY		09212023	09/22/2023			255.82
FUND TOTAL 176 Claims		to	Checks	6 Total	5,709.02 Manual	Held	Total	5,709.02

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355	WAGGONER ENGINEERING INC	240125	10/17/2023	10/11/2023			4,470.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-763	CONSTR PHASE: TRMNT PLANT		41492	10/11/2023			4,470.50
FUND TOTAL 355 Claims	to	Checks	1 Total	4,470.50	Manual	Held	Total	4,470.50

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361	SEYMOUR ENGINEERING PLLC	240123	10/17/2023	10/11/2023			17,600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	361-726-787	CONST ADMIN/RPR 100%		8898	10/11/2023			17,600.00
FUND TOTAL 361 Claims	to	Checks	1 Total	17,600.00	Manual	Held	Total	17,600.00

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400	FUELMAN	233882	10/17/2023	09/27/2023			125.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP65122771	09/25/2023			125.86
400	JACKSON COUNTY UTILITY AUTHORITY	240020	10/17/2023	10/06/2023			223,406.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	OCT 2023 TREATMENT CHGS		2312	10/01/2023			223,406.00
400	ARISTA INFORMATION SYSTEMS INC	240030	10/17/2023	10/09/2023			4,526.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SEP 2023 PRINTING 2067001		0008347	09/30/2023			1,116.50
	400-650-698	SEP 2023 POSTAGE 2067001		0008347	09/30/2023			3,410.45
400	C SPIRE WIRELESS	240043	10/17/2023	10/09/2023			48.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	CELL PHONE		0030759348	09/30/2023			48.91
400	FUELMAN	240048	10/17/2023	10/09/2023			240.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP65181183	10/02/2023			240.59
400	FUELMAN	240050	10/17/2023	10/09/2023			91.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP65232958	10/09/2023			91.90
400	SINGING RIVER ELECTRIC COOPERATIVE	240066	10/17/2023	10/09/2023			10,357.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		09182023	09/26/2023			586.03
	400-651-631	LIFT STATIONS 17882		09182023	09/26/2023			2,202.50
	400-651-631	WATER WELLS 17882		09182023	09/26/2023			4,771.64
	400-651-631	CITY HALL SOUTH 17882		09182023	09/26/2023			2,797.46
400	SINGING RIVER ELECTRIC COOPERATIVE	240067	10/17/2023	10/09/2023			4,417.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 17875		09192023	09/27/2023			226.72
	400-651-631	LIFT STATIONS 17883		09182023	09/27/2023			2,327.49
	400-651-631	LIFT STATIONS 17884		09182023	09/27/2023			1,169.84
	400-651-631	LIFT STATIONS 114260001		09182023	09/27/2023			693.71
400	SINGING RIVER ELECTRIC COOPERATIVE	240068	10/17/2023	10/09/2023			740.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CITY HALL WELL 114046001		09182023	09/26/2023			740.29
400	AIR MASTERS MECHANICAL INC	240069	10/17/2023	10/10/2023			1,330.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	STEAM CLEAN COILS: 2 SYSTEMS		SM11146	10/03/2023			1,330.00

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400	ANSER	240070	10/17/2023	10/10/2023			610.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE:9/27-10/24/23		277-092723	09/27/2023		585.00	
	400-650-698	PAPER INVOICE FEE		277-092723	09/27/2023		10.00	
	400-650-698	HOLIDAY CHGS		277-092723	09/27/2023		15.00	
400	CLEARWATER SOLUTIONS LLC	240072	10/17/2023	10/10/2023			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	OCT 2023 OPERATION FEE		GAUTIER130	10/01/2023		170,690.75	
400	LOWES HOME CENTERS INC	240075	10/17/2023	10/10/2023			124.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	20LB HYD QK;DWV BUSHG & ADPT		901399	09/02/2023		34.53	
	400-651-583	RTN CR: DWV BUSHING & ADAPTER		915975	09/05/2023		-15.83	
	400-651-583	20LB HYD QK: SWR MANHOLE		960015	09/05/2023		18.70	
	400-651-583	20LB HYD QK (3): SWR MANHOLE		901812	09/08/2023		72.60	
	400-651-583	60LB MORTAR MIX(2):SWR MANHOLE		901291	09/14/2023		14.98	
400	HENZE ENTERPRISES INC	240077	10/17/2023	10/11/2023			2,045.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	4CY FILL DIRT: HUNTINGTON SWR		32427	10/03/2023		40.00	
	400-651-585	4TN RAP: HUNTINGTON SWR RPR		32427	10/03/2023		160.00	
	400-651-683	8CY FILL DIRT: SWETMAN BEACH		32427	10/03/2023		80.00	
	400-651-683	4TN RAP: SWETMAN BEACH		32427	10/03/2023		160.00	
	400-651-585	4TN RAP: NARCISSUS WTR RPR		32427	10/03/2023		160.00	
	400-651-683	18TN RAP: MULTIPLE SITES		32427	10/03/2023		720.00	
	400-651-683	4TN RAP: EUCANTO & GRAVELINE		32427	10/03/2023		160.00	
	400-651-683	4CY TOPSOIL: STATE		32427	10/03/2023		60.00	
	400-651-585	7CY TOPSOIL: BROWN WTR RPR		32427	10/03/2023		105.00	
	400-651-585	3TN RAP: HUNTINGTON SWR RPR		32427	10/03/2023		120.00	
	400-651-683	7TN RAP: RIVER MUSIC		32427	10/03/2023		280.00	
400	O'REILLY AUTO PARTS	240084	10/17/2023	10/11/2023			1,001.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-639	BATTERY: UTY BLD GENERATOR		1978304231	09/19/2023		136.45	
	400-650-639	PUMP; FILTER(2): UTY BLD GEN		1978304243	09/19/2023		75.33	
	400-650-639	FUEL/WTR SEPARATOR: UTY GEN		1978304243	09/19/2023		18.97	
	400-650-638	5QT OIL;FILTER;TRMNT: MR1		1978304875	09/25/2023		55.65	
	400-650-638	5QT OIL;FILTER;TRMNT: MR2		1978304875	09/25/2023		55.65	
	400-650-638	CERAMIC PAD; ROTOR(2): MR1		1978304876	09/25/2023		139.99	
	400-650-638	CERAMIC PAD; ROTOR(2): MR2		1978304876	09/25/2023		139.99	
	400-650-638	AC COMPRESSOR; INSTL KIT: MR2		1978304877	09/25/2023		389.83	
	400-650-638	CORE RETURN		1978305303	09/28/2023		-10.00	
400	SOUTHERN PIPE & SUPPLY CO INC	240096	10/17/2023	10/11/2023			4,950.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-709	5/8X3/4 BLMJ DIRECT METER (66)		8559092-00	09/29/2023	231322	4,950.00	

Docket of Claims
Release date from 10/17/2023 thru 10/17/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	240104	10/17/2023	10/11/2023			392.42	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-500	LEX 51B1000 BLK SY TONER (2)	3547939978	09/21/2023	231307		199.90	
	400-650-500	2024 BLU SKY 8.5X11 PLANNER	3548140745	09/23/2023	231314		18.69	
	400-650-500	2024 WALL CALENDAR 36X24 (2)	3548140745	09/23/2023	231314		32.98	
	400-650-500	2024 DESK CALENDAR 22X17 (3)	3548140745	09/23/2023	231314		20.97	
	400-650-500	2024 WALL CALENDAR 20X30 (3)	3548140745	09/23/2023	231314		73.08	
	400-650-500	2024 MTHLY PLANNER 7X8.75 (3)	3548140745	09/23/2023	231314		46.80	
400	WASTE MANAGEMENT OF MS-GLF COAST INC	240121	10/17/2023	10/11/2023			5,268.07	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-698	SEP 2023:TIMBERLANE ROFF	08 1563947688	10/02/2023			5,268.07	
400	WAGGONER ENGINEERING INC	240124	10/17/2023	10/11/2023			5,538.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-603	NEPA ANALYSIS: EPA STAG APP	41494	10/11/2023			4,628.00	
	400-650-603	PRELIM ENG: EPA STAG APP	41494	10/11/2023			910.00	
400	COGENT STRATEGIES LLC	240126	10/17/2023	10/12/2023			7,500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-601	PROF FEES: 10/6/23-11/5/23	3236	10/12/2023			7,500.00	
FUND TOTAL 400 Claims		to	Checks	20 Total	443,406.97 Manual	Held	Total	443,406.97

Docket of Claims
Release date from 10/17/2023 thru 10/17/2023

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	240015	10/17/2023	10/06/2023			105,739.20	
		Description		Invoice #	Date	P.O.	Amount	
		SEP 2023 RES GARBAGE (6294)		0001335605	09/30/2023		105,739.20	
FUND TOTAL 404 Claims	to	Checks	1 Total	105,739.20	Manual		Held	Total 105,739.20

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	76 Total	153,263.53 Manual	Held	Total	153,263.53
FUND 156 Claims	to	Checks	1 Total	19,500.00 Manual	Held	Total	19,500.00
FUND 172 Claims	to	Checks	1 Total	4,745.76 Manual	Held	Total	4,745.76
FUND 176 Claims	to	Checks	6 Total	5,709.02 Manual	Held	Total	5,709.02
FUND 355 Claims	to	Checks	1 Total	4,470.50 Manual	Held	Total	4,470.50
FUND 361 Claims	to	Checks	1 Total	17,600.00 Manual	Held	Total	17,600.00
FUND 400 Claims	to	Checks	20 Total	443,406.97 Manual	Held	Total	443,406.97
FUND 404 Claims	to	Checks	1 Total	105,739.20 Manual	Held	Total	105,739.20
Total for all Funds		Checks	107 Total	754,434.98 Manual	Held	Total	754,434.98

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: October 17, 2023
Title: Approval of Minutes from the Regular Council Meeting held October 3, 2023

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

Summary Explanation: Approval of Minutes from the Regular Council Meeting held October 3, 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	☐
☐		☐		☐		☐		☐	

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, 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 October 3, 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 October 17, 2023.

Tuesday
October 3, 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 October 3, 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, Richard Jackson, Gordon Gollott, Rusty Anderson, and Dante Elbin. Also present were Paula Yancey, City Manager; Teresa Montgomery, City Clerk; Josh Danos, City Attorney and other concerned citizens. Present by teleconference was Councilman Cameron George.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
October 3, 2023 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. Outdoor Movie Night, featuring League of Superpets, will be Friday, October 13th, starting at 6:30pm at Gautier's Sportsplex.**
- 2. City of Gautier's 33rd Annual Gautier Mullet & Music Festival will be Saturday, October 21st, from 9am until 6pm at the former Singing River Mall Property.**

IV. Presentation Agenda

V. Business Agenda

- 1. Resolution declaring the necessity for the sale and issuance of a General Obligation Note of the City for the purpose of raising money to pay the cost of purchasing certain machinery and equipment for the City; Authorizing the publication of a notice of note sale in connection with said note and the preparation and distribution of information and materials related to the sale and issuance of said note; and for related purposes**

☐	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 College Park, Guillotteville Road, and Valleywood Subdivisions Project

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consideration of a Special Exception that would allow a mobile home in a C-3 Highway Commercial Zoning District, located Robinson Still Road, Gautier, MS (GPC #23-28-SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Consider a request to amend the UDO to reflect text changes to Sections 5.4.4 (F) R-1 Low Density Single-Family Residential District, Maximum Lot Coverage, and to Table 7 Intensity and Dimensional Standards (City initiated) (GPC #23-29-UDO)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Consideration for the Abatement at Rockvale Drive, Gautier, MS

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Authorization to enter into a Memorandum of Understanding (MOU) with the Mississippi Office of Homeland Security to accept MOHS funding

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. Authorization to enter into a Memorandum of Understanding (MOU) with the Department of Justice to accept JustGrant Cops Office Technology and Equipment funding

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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8. 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 Budget Meeting held September 12, 2023 and the Recessed Council Meeting held September 19, 2023.
2. Receive August 2023 Finance Reports
3. Authorization of City Petty Cash Funds
4. Approval of Municipal Compliance Questionnaire for FY 2022 – 2023

5. **Approval of the updated inventory spreadsheet of the City of Gautier's assets**
6. **Authorization for the Chief LPA official to request project activation from the Mississippi Department of Transportation for the Gautier Vancleave Road (Valleywood to US 90) multiuse sidewalk project**
7. **Authorization to submit a grant application to the Mississippi Department of Transportation for a City-Wide Transportation Alternative Plan**
8. **Approval of water and sewer adjustments for October, 2023 in the amount of \$10,796.07**

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 October 17, 2023 at 6:30pm
www.gautier-ms.gov

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

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

1. Remove Announcement #1 – City of Gautier's Cruisin' Through the Decades event will be held October 1, 2023, starting at 12pm at the former Singing River Mall Property; followed by a Drive-In movie, featuring Smokey and the Bandit, at 5:30pm.
2. Remove Business Agenda Item 5 – Consideration for the Abatement at Rockvale Drive, Gautier, MS
3. Add the recorded agreement with Belk to the September 19, 2023 minutes.

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

Announcements

1. Outdoor Movie Night, featuring League of Superpets, will be Friday, October 13th, starting at 6:30pm at Gautier's Sportsplex.
2. City of Gautier's 33rd Annual Gautier Mullet & Music Festival will be Saturday, October 21st, from 9am until 6pm at the former Singing River Mall Property.

Presentation

None

CITY OF GAUTIER OUTDOOR MOVIE NIGHT

FREE
POPCORN

DWAYNE
JOHNSON

KEVIN
HART

SIT, STAY, SAVE THE WORLD.



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FREE
HALLOWEEN
TREAT BAGS



FRIDAY OCTOBER 13TH 6:30 PM

BRING YOUR LAWN CHAIRS & BLANKETS AND ENJOY A MOVIE ON
THE BIG SCREEN GAUTIER SPORTSPLEX 2715 HWY 90



SATURDAY

OCTOBER 21

9 AM TO 6 PM

OLD SINGING RIVER MALL

2800 US-90, GAUTIER

FUN FOR EVERYONE!

Come celebrate our 33rd Gautier Mullet & Music Fest.

It is a **FREE** event, open to the public featuring our own **MULLET TOSS!**

Live Music

Music starts at 9:30am until 6pm.

Bring a chair and enjoy the show!

FRIED MULLET AND FOOD TRUCKS!



Kids Only Zone

Pony rides, bounce houses, train rides,
and much more!!!

OVER 70 ARTS & CRAFTS VENDORS!

CAR & MOTORCYCLE SHOW

COSPLAY CONTEST

PET PARADE

Cash prizes!

WWW.GAUTIERMULLETFESTIVAL.COM



There came on for consideration the matter of the sale and issuance of a general obligation note of the City of Gautier, Mississippi and, after a discussion of the subject matter, Councilman Colledge offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI DECLARING THE NECESSITY FOR THE SALE AND ISSUANCE OF A GENERAL OBLIGATION NOTE OF THE CITY IN A PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION THREE HUNDRED EIGHTY THOUSAND DOLLARS (\$1,380,000) FOR THE PURPOSE OF RAISING MONEY TO PAY THE COSTS OF PURCHASING CERTAIN MACHINERY AND EQUIPMENT FOR THE CITY; AUTHORIZING THE PUBLICATION OF A NOTICE OF NOTE SALE IN CONNECTION WITH SAID NOTE AND THE PREPARATION AND DISTRIBUTION OF INFORMATION AND MATERIALS RELATED TO THE SALE AND ISSUANCE OF SAID NOTE; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Gautier, Mississippi (the "Governing Body"), acting for and on behalf of the City of Gautier, Mississippi (the "City") are authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented, and Section 31-7-13(e), Mississippi Code of 1972, as amended and supplemented (together, the "City Act"), and Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, as amended and supplemented (the "Note Act" and collectively with the City Act, the "Act"), to incur indebtedness of the City for the purpose of purchasing machinery and equipment for said City; and

WHEREAS, pursuant to the Note Act, the Governing Body, acting for and on behalf of the City, is authorized to issue negotiable general obligation notes of the City for any purpose for which the Governing Body is otherwise authorized to issue bonds, notes or certificates of indebtedness including those set forth in the Act; and

WHEREAS, it is necessary and desirable and in the public interest to issue a general obligation note of the City in an aggregate principal amount not to exceed One Million Three Hundred Eighty Thousand Dollars (\$1,380,000) in accordance with the Act to raise money for the purpose of paying the costs of purchasing machinery and equipment for the City (the "Project"); and

WHEREAS, the Project is in accordance with the provisions of the Act; and

WHEREAS, the Governing Body is authorized pursuant to the Act to provide funding for the Project through the issuance of a general obligation note of the City secured by a pledge of the full faith, credit and resources of the City; and

WHEREAS, the Note Act limits the aggregate amount of debt outstanding under the Note Act at any one time to the greater of Two Hundred Fifty Thousand and No/100ths Dollars (\$250,000) or one percent (1%) of the assessed value of all taxable property within the City according to the last completed assessment for taxation; and

WHEREAS, the assessed value of all taxable property within the City according to the last completed assessment for taxation is One Hundred Thirty-Eight Million Two Hundred Forty-Four Thousand Eight Hundred Ninety-Seven Dollars (\$138,244,897), and

WHEREAS, one percent (1%) of the assessed value of all taxable property located within the City is One Million Three Hundred Eighty-Two Thousand Four Hundred Forty-Eight Dollars (\$1,382,448); and

WHEREAS, the City does not currently have any debt outstanding under the Note Act; and

WHEREAS, the issuance of the Note (as hereinafter defined) under the Act for the purpose of funding the Project will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City including those set forth in Section 21-33-303 of the City Act; and

WHEREAS, in connection with the Project, the City expects to incur expenses for which the City will advance internal funds; and

WHEREAS, the City desires to be able to reimburse itself for all or a portion of such expenses of the Project from the proceeds of such general obligation note; and

WHEREAS, it would be in the best interest of the City for the Governing Body to issue a general obligation note of the City pursuant to the Act to provide funding for the Project; and

WHEREAS, the Governing Body is authorized and empowered by the Act to issue a general obligation note of the City for the purposes as hereinafter set forth and there are no other available funds on hand or available from regular sources of income for such purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. Pursuant to the Act, the Governing Body, acting for and on behalf of the City, does hereby find and determine that the sale and issuance of a general obligation note of the City in a principal amount not to exceed One Million Three Hundred Eighty Thousand Dollars (\$1,380,000) (the "Note") is necessary and advisable and conforms to the Act, and does hereby declare its intention to sell and issue the Note.

SECTION 2. The Note is to be issued for the purpose of financing the Project and paying certain costs incident to the sale and issuance of the Note, all as authorized by the Act.

SECTION 3. The Note is to be issued pursuant to the Act and this and subsequent resolutions of the Governing Body. The Note shall be a general obligation of the City, and the full faith, credit and resources of the City will be irrevocably pledged for the payment of the principal of and interest on the Note. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall mature and accrue, there shall be levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note; provided, however, that such tax

levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund established for the Note, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax shall be irrevocably pledged for the payment of the principal of and interest on the Note as the same shall mature and accrue.

SECTION 4. The City shall offer the Note for sale subject to the provisions of Section 12 hereof, the date, time and terms of sale to be as set forth in the "Notice of Note Sale" relating to the Note, which Notice of Note Sale and "Proposal for Purchase" shall be in substantially the forms attached hereto as Exhibit A.

SECTION 5. (a) The Note shall be dated as of its delivery; shall bear interest from said date at the rate of interest specified in the proposal submitted by the successful bidder for the Note in accordance with the Notice of Note Sale, but not to exceed eleven percent (11%) per annum, payable on May 1 and November 1 of each year, commencing November 1, 2024; and principal and interest shall be payable in equal installments over a period of five (5) years, with principal payable on November 1 of each year, commencing November 1, 2024. The Note shall mature on November 1, 2028.

(b) The Note shall be issued in registered form in a single denomination of not to exceed One Million Three Hundred Eighty Thousand Dollars (\$1,380,000) and shall be numbered R-1. The Note will be subject to redemption prior to maturity at the option of the City, either in whole or in part in inverse order of maturity, on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, not less than ten (10) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the registration books of the City maintained by the Paying and Transfer Agent (as hereinafter defined).

(c) The principal of the Note shall be payable by the City, acting by and through the City Clerk, or by a bank or banks to be designated by the City (the "Paying and Transfer Agent") in lawful monies of the United States of America as the same shall become due. Interest will be payable by check or draft drawn upon the City or the Paying and Transfer Agent, as applicable, made payable to the registered owner named in and mailed to the address of the registered owner as it shall appear on the registration books of the City kept and maintained by the Paying and Transfer Agent.

SECTION 6. The City hereby declares its official intent to reimburse itself from the proceeds of the Note for any expenses incurred with respect to the Project within sixty (60) days prior to the date hereof and any expenses incurred subsequent to the date hereof. This resolution is intended as a declaration of official intent under Treasury Regulation Section 1.150 2. The Note will not exceed the aggregate principal amount of One Million Three Hundred Eighty Thousand Dollars (\$1,380,000).

SECTION 7. Butler Snow LLP, Ridgeland, Mississippi is hereby selected to serve as Special Counsel to the City ("Special Counsel") in connection with the sale and issuance of the Note. The terms of employment for Special Counsel are set forth in the engagement letter (the "Engagement Letter") attached hereto as Exhibit B. The form of the Engagement Letter and the execution thereof by the Mayor of the City (the "Mayor") is hereby approved and authorized.

SECTION 8. Bordis Danos Pierce, Ocean Springs, Mississippi, is hereby selected to serve as counsel to the City ("City Counsel") in connection with the sale and issuance of the Note.

SECTION 9. Government Consultants, Inc., Madison, Mississippi, is hereby selected to serve as Independent Registered Municipal Advisor to the City (the "Municipal Advisor") in connection with the sale and issuance of the Note. The Mayor, acting for and on behalf of the City, is hereby authorized and directed to execute and deliver the Independent Registered Municipal Advisor disclosure letter of the Municipal Advisor attached hereto as Exhibit C.

SECTION 10. Special Counsel is hereby authorized and directed to cause the Notice of Note Sale to be published at least one (1) time, which shall not be less than ten (10) days prior to the date of the sale of the Note, in the *Sun Herald*, Biloxi, Mississippi, a newspaper having general circulation in the City.

SECTION 11. The Mayor, Special Counsel and the Municipal Advisor are hereby authorized and directed to cause to be prepared, distributed and furnished to prospective bidders for the Note, and to other interested persons, such materials and information concerning the City as may be convenient to the public sale of the Note.

SECTION 12. The Mayor is hereby authorized and directed to make all final determinations necessary in connection with (a) the publication of the Notice of Note Sale, including the date of sale, the dated date of the Note, the maturity schedule relating to the Note, the final aggregate principal amount of the Note, the redemption terms of the Note and any other terms thereof, and (b) the Proposal for Purchase; provided, however, that such determinations shall be subject to ratification by the Governing Body.

SECTION 13. Special Counsel shall obtain from the publisher of the aforesaid newspaper the customary publisher's affidavit proving publication of the Notice of Note Sale for the time and in the manner required by law, and such proof of publication shall be filed in the Clerk's office and exhibited before the Governing Body at the hour and date for the receipt of proposals for the purchase of the Note.

SECTION 14. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

Councilman Jackson seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Mayor Casey Vaughan voted:	<u>AYE</u>
Councilman Adam Colledge voted:	<u>AYE</u>
Councilman Cameron B. George voted:	<u>AYE</u>

Councilman Richard "DJ" Jackson voted:	<u>AYE</u>
Councilman Gordon T. Gollott voted:	<u>AYE</u>
Councilman Rusty Anderson voted:	<u>AYE</u>
Councilman Dante Elbin voted:	<u>AYE</u>

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 3rd day of October, 2023.

(SEAL)

CITY OF GAUTIER MISSISSIPPI

By: _____
Mayor

Attest:

City Clerk

82641246.v1

EXHIBIT A

NOTICE OF NOTE SALE

\$1,380,000

**CITY OF GAUTIER, MISSISSIPPI
GENERAL OBLIGATION NOTE, SERIES 2023**

NOTICE IS HEREBY GIVEN that the Mayor and City Council (the "Governing Body") of the City of Gautier, Mississippi (the "City") will receive sealed bids in the Office of the City Clerk in the City Hall of the City located at 3330 US Highway 90 in the City until the hour of 4:30 p.m. on October 17, 2023, for the purchase at not less than par of \$1,380,000 City of Gautier, Mississippi General Obligation Note, Series 2023 (the "Note"), at which time said bids will be publicly opened by the City Clerk and read for the purchase of the Note.

The Note will be dated and bear interest from the date of its delivery; will be delivered in the denomination of \$1,380,000; will be numbered R-1; will be issued in registered form; and will bear interest, payable on May 1 and November 1 of each year commencing on November 1, 2024, at the rate of interest specified in the proposal submitted by the successful bidder in accordance with this Notice of Note Sale. Interest will be payable by check or draft of either the City, acting by and through the City Clerk, or a bank or banks to be named by the City (the "Paying and Transfer Agent") made payable to the registered owner of the Note named in and mailed to the address appearing on the registration books of the City kept and maintained by the Paying and Transfer Agent.

Principal of the Note will be payable by the Paying and Transfer Agent on November 1 in the following years and amounts:

Year	Principal Amount
2024	\$276,000
2025	276,000
2026	276,000
2027	276,000
2028	276,000

The Note will be subject to redemption prior to maturity, at the option of the City, in whole or in part in inverse order of maturity, on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, not less than ten (10) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the registration books of the City maintained by the Paying and Transfer Agent.

The Note will be issued pursuant to the provisions of Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented, Section 31-7-13(e), Mississippi Code of 1972, as amended and supplemented (together, the "City Act"), and Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, as amended and supplemented (the "Note Act" and

together with the City Act, the "Act"). The Note is being issued to raise money for the purpose of paying the costs of purchasing machinery and equipment for the City and paying certain costs incident to the sale and issuance of the Note.

The Note shall be a general obligation of the City, and the full faith, credit and resources of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Note. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall respectively mature and accrue, there shall be levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund established for the Note, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax shall be irrevocably pledged for the payment of the principal of and interest on the Note as the same shall mature and accrue.

The Note is to be sold at par and is to be awarded to the bidder complying with the terms hereof and offering to purchase the Note at the lowest rate of interest to the City. The Note shall bear only one rate of interest as specified in the proposal which it will bear from its date to its stated maturity date of November 1, 2028. The rate of interest on the Note shall not exceed eleven percent (11%) per annum. Bidders must acknowledge in their respective proposals that, contemporaneously with or prior to delivery of the Note, the City shall receive from the successful bidder a document in form and substance satisfactory to the City to the effect that:

- (a) the bidder is purchasing the Note for its own account for the purpose of investment and not with a view towards distribution or resale;
- (b) the bidder has knowledge and experience in financial matters, and it is capable of evaluating the merits and risks of purchasing the Note;
- (c) the bidder has read and fully understands the resolutions under which the Note is issued;
- (d) the bidder has had an opportunity to obtain and has received from the City all of the information, documents and materials which it regards as necessary to evaluate the merits and risks of its purchase of the Note;
- (e) the bidder recognizes that Butler Snow LLP ("Special Counsel") is not responsible for any information contained in or omitted from materials regarding the City and the Note and acknowledges that it does not look to Special Counsel to obtain such information on its behalf; and
- (f) while it has no present intention to resell or otherwise dispose of all or any part of the Note purchased by it, the bidder assumes responsibility for disclosing all material

information in compliance with all applicable federal and state security laws in the event of its resale of the Note.

All proposals must be enclosed in a sealed envelope and should be addressed to the Governing Body, at their offices located at City Hall, 3330 US Highway 90, Gautier, Mississippi 39553 attention: Teresa L. Montgomery, City Clerk, City of Gautier and worded on the outside, in substance, "Proposal for City of Gautier, Mississippi General Obligation Note, Series 2023". **ALL PROPOSALS MUST BE UNCONDITIONAL.**

The Governing Body reserves the right to reject any or all proposals as well as the right to waive any irregularity or informality in any proposal. All proposals shall be submitted on a Proposal for Purchase which may be obtained from Teresa L. Montgomery, City Clerk, City of Gautier, 3330 US Highway 90, Gautier, Mississippi 39553 telephone: (228) 497-8000, or from the City's municipal advisor, Government Consultants, Inc., 116 Village Boulevard, Madison Mississippi 39110, telephone: (601) 982-0005, attention: Steve Pittman.

In the opinion of Special Counsel, assuming compliance by the City with certain tax covenants, under existing statutes, regulations, rulings and court decisions, interest on the Note is excluded from gross income for federal income tax purposes. Furthermore, interest on the Note is not a separate tax preference item for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code")) for the purpose of computing the alternative minimum tax imposed on corporations. Special Counsel will express no other opinion regarding other federal tax consequences resulting from the ownership, receipt or accrual of interest on or disposition of the Note. In addition, Special Counsel is further of the opinion that under and pursuant to the Act, the Note and interest thereon are exempt from all income taxes imposed by the State of Mississippi.

The Note is being issued as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

The final approving opinion of Special Counsel relating to the validity and tax exemption of the Note, together with a non-litigation certificate of the City dated the date of delivery of the Note, and a transcript of the proceedings relating to the Note will be delivered to the successful bidder without charge.

The successful bidder will be given at least seven (7) business days advance notice of the proposed date of delivery of the Note when that date has been tentatively determined. The Note will be delivered in Gautier, Mississippi or such other place as the Governing Body shall designate and payment therefor shall be made in federal or other immediately available funds.

The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Note if the Note to be delivered by the City in accordance with the preceding paragraph is not tendered for delivery within sixty (60) days from the date of sale thereof. The City shall have the right, at its option, to cancel its agreement to sell the Note if within five (5) days after the tender of the Note for delivery the successful bidder shall not have accepted delivery of and paid for the Note.

The successful bidder shall be responsible for payment of its own legal and administrative costs.

Further information may be obtained from Teresa L. Montgomery, City Clerk, City of Gautier, 3330 US Highway 90, Gautier, Mississippi 39553 telephone: (228) 497-8000, or from the City's municipal advisor, Government Consultants, Inc., 116 Village Boulevard, Madison Mississippi 39110, telephone: (601) 982-0005, attention: Steve Pittman.

DATED: October 3, 2023

CITY OF GAUTIER, MISSISSIPPI

By /s/ Teresa L Montgomery
City Clerk

PROPOSAL FOR PURCHASE
\$1,380,000
CITY OF GAUTIER, MISSISSIPPI
GENERAL OBLIGATION NOTE, SERIES 2023

October 17, 2023

Mayor and City Council
City of Gautier
Gautier City Hall
3330 US Highway 90
Gautier, Mississippi 39553

Gentlemen:

For One Million Three Hundred Eighty Thousand Dollars (\$1,380,000) principal amount City of Gautier, Mississippi General Obligation Note, Series 2023 (the "Note") of the City of Gautier, Mississippi (the "City"), dated as of its delivery, and bearing interest at the rate specified below, we will pay you the aggregate par value thereof. The principal of the Note will be payable in the amounts and in the years set forth in the Notice of Note Sale relating to the Note dated October 3, 2023 (the "Notice of Note Sale").

The Note shall bear interest at the rate of _____ percent per annum. This proposal is subject to all the terms and conditions of the Notice of Note Sale which notice by this reference thereto is hereby made a part hereof. We hereby acknowledge that we will fully comply with the terms and requirements of the Notice of Note Sale.

This proposal is for immediate acceptance.

Bidder _____

By _____

[Print Name]

[Signature]

Title _____

Address _____

Telephone Number _____

(Note: No addition to or alteration in this proposal is to be made, and any erasure may cause a rejection of this proposal. Proposals must be filed with the Mayor and City Council of the City of Gautier, Mississippi in the Office of the City Clerk in the City Hall located at 3330 US Highway 90, Gautier, Mississippi 39553, attention: Teresa L Montgomery, City Clerk, sealed and worded on the outside, in substance, "Proposal for City of Gautier, Mississippi General Obligation Note, Series 2023", before 4:30 o'clock p.m., Mississippi time, on October 17, 2023.

ACCEPTANCE

The above proposal accepted by the Mayor and City Council of the City of Gautier, Mississippi, this the 17th day of October, 2023.

CITY OF GAUTIER, MISSISSIPPI

By _____
Mayor

Attest:

City Clerk

EXHIBIT B

ENGAGEMENT LETTER OF BUTLER SNOW LLP



October 3, 2023

Mayor and City Council
City of Gautier
3330 US Highway 90
Gautier, Mississippi 39553

Re: Not to Exceed \$1,380,000 City of Gautier, Mississippi General Obligation Note,
Series 2023 (the "Note")

Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as special counsel to the City of Gautier, Mississippi (the "City"), in connection with the issuance of the above-referenced Note. We understand that the Note is being issued for the purpose of paying the costs of purchasing certain machinery and equipment for the City and paying certain costs incident to the sale and issuance of the Note, all as authorized by Sections 21-33-301, Mississippi Code of 1972, as amended and supplemented, Section 31-7-13(e), Mississippi Code of 1972, as amended and supplemented and Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, as amended and supplemented (collectively, the "Act"), and will be secured by the full faith and credit of the City as authorized by the Act.

SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Opinion") regarding the validity and binding effect of the Note, the source of payment and security for the Note, and the excludability of interest on the Note from gross income for federal and State of Mississippi (the "State") income tax purposes;
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Note and coordinate the authorization and execution of such documents;
3. Assist the City in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Note;
4. Review legal issues relating to the structure of the issue;
5. Pursue validation proceedings under State law, if required; and
6. Prepare and review the notice of sale pertaining to the competitive sale of the Note.

Our Opinion will be addressed to the City and will be delivered by us on the date of delivery of the Note. The Opinion will be based on facts and laws existing as of its date. In rendering our Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Note. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Note and their security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard. In rendering our Opinion, we will expressly rely upon other counsel as to due authorization, execution and delivery of documents executed by the City.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties under this engagement, without a separate engagement as may hereafter be agreed between the parties, do not include:

- (a) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Note, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that such official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;
- (b) Drafting State constitutional or legislative amendments;
- (c) Pursuing test cases or other litigation, such as contested validation proceedings;
- (d) Making an investigation or expressing any view as to the creditworthiness of the City or the Note;
- (e) Assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Note or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;
- (f) Representing the City in IRS examinations or inquiries, or SEC investigations;
- (g) Giving and/or providing any financial advice or recommendations concerning the issuance of the Note as mandated by SEC rules; or
- (h) Addressing any other matters not specifically set forth above that is not required to render our Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We understand that counsel to the City has been engaged by the City to assist with the issuance of the Note, particularly as to the authorization, execution and delivery of documents. We assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to

any other party, and we are not acting as an intermediary among the parties. Our services as special counsel are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Note. Nevertheless, subsequent to Closing, we will prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Note.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Note. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Note so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Note. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Our fees for the duties we will undertake pursuant to this engagement letter and the responsibilities we will assume in connection therewith, will be negotiated with the City based upon our understanding of the terms, structure, size and schedule of the financing represented by the Note and the time we anticipate devoting to the financing.

If the financing is not consummated, we understand and agree that we will not be paid for our time expended on your behalf but will be paid for client charges made or incurred on your behalf.

Regardless of the above, we reserve the right that our fee may vary: (a) if the principal amount of the Note actually issued differs significantly from the amount stated above; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise, which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you and prepare and provide to you an amendment to this engagement letter.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

BUTLER SNOW LLP

By: 
Sue H. Fairbank

Accepted and Approved:

CITY OF GAUTIER, MISSISSIPPI

BY: _____
Mayor

Dated: _____

Authorized by resolution of the Mayor and City Council of the City of Gautier, Mississippi, dated October 3, 2023.

EXHIBIT C

IRMA LETTER OF GOVERNMENT CONSULTANTS, INC.



GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gcms@gc-ms.net

October 3, 2023

Mayor and City Council
City of Gautier, Mississippi
3330 Highway 90
Gautier, Mississippi

Re: City of Gautier, Mississippi
Not of Exceed \$1,380,000 City of Gautier, Mississippi General Obligation Note, Series 2023 (the "Note")
Engagement Letter (the "Letter")

Dear Mayor and City Council,

We are writing to provide certain disclosures to you as representative of the City of Gautier, Mississippi (the "Issuer") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to you relative to the issuance of the above referenced Note.

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to you. This is different than an underwriter, if any, who only has an obligation to deal fairly with you. The underwriter, if any, has financial and other interests that differ from yours, unlike the Municipal Advisor who has no financial or other interests that differ from your own.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential note or debt issuance.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine which course of action best suits your interests. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives related to the Note.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.

The MSRB provides a brochure covering information for municipal advisory client protections and appropriate regulatory authority contact information on the MSRB homepage at <http://www.msrb.org>.

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to you. In accordance with MSRB Rule G-42, GCI will follow its fiduciary duty, that includes the duty of loyalty and the duty of care to the Issuer and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in your best interest. There are no other known material conflict(s) of interest at the time of engagement.

If any new or additional material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the you.

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the issuance of the Note and is based, in part, on the size of the notes. We will negotiate with you as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to you and provide unbiased and independent advice as required by the MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

GCI recommends potential clients to undertake its own evaluation of GCI's regulatory history, professional qualifications, and other material issues. Such information, whether material or not, must be reported on Form MA and/or MA-I filed with the SEC. There are no recent changes made on any Form MA or Form MA-I, which are available and can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Notes

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require that these payments be made no matter what budget restraints may be encountered. Your failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer other debts at market rate levels.

Please be aware of the following basic aspects of the Note:

Fixed rate debt is an interest-bearing obligation that contains rates specified at closing and will not change while the note is outstanding. Maturity dates are fixed at the time of the closing and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate note is typically paid semiannually at a stated fixed rate or rates for each maturity.

General obligation debt is an obligation to which your full faith and credit is pledged to pay principal and interest. This pledge is in the form of a millage, without limitation, to be collected within your jurisdiction in order to provide for the timely payment of general obligation debt. If needed, you promise to collect the taxes and repay the debt to which this obligation is pledged.

Additionally, the Note will be offered as federally tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the note issue, how you use any facilities constructed with the proceeds of the note issue and other restrictions throughout the term of the Note.

It is recommended that you consult with note counsel on such tax matters related to the issuance of the Note.

Disclosure Concerning the Term of Engagement

The Term of Engagement is effective on the execution date of the document that employed GCI as your appointed municipal advisor and ends upon the closing and delivery of the Note. The Engagement may be terminated with or without cause by either party. A written notice must be delivered to the other party, specifying the effective date of the termination.

Acknowledgement

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on in the space provided below. If you are not authorized to execute this Letter, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Government Consultants, Inc.

BY: _____
Steve Pittman

RECEIPT ACKNOWLEDGEMENT

BY: _____
Signature

Casey Vaughan, Mayor, City of Gautier, Mississippi
Authorized Representative's Name

Councilman Jackson made the motion to approve the final pay application, certificate of substantial completion and other closeout documents for the Sanitary Sewer Mains Rehabilitation CCTV, Smoke Testing, and Manhole Testing - the College Park, Guillotteville Road, and Valleywood Subdivisions Project, 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 397-2023

WHEREAS, the Grants and Projects Department requests for City Council approval of the final pay application in the amount of \$8,516.29, certificate of substantial completion, and other close-out documents for the Sanitary Sewer Mains Rehabilitation CCTV, Smoke Testing, and Manhole Testing – College Park, Guillotteville Road, and Valleywood Road Subdivisions Project (hereinafter, “the project”); and

WHEREAS, the project provided CCTV, smoke testing, and manhole inspections followed by repair, replacement, or lining of sanitary sewer lines or manholes that will decrease the inflow and infiltration in most areas; and

WHEREAS, the work performed on this portion of the project has been completed and the final pay application in the amount of \$8,516.29, certificate of substantial completion, and all other close-out documents have been submitted; and

WHEREAS, Seymour Engineering has reviewed the final pay application and certificate of substantial completion and recommends approval; and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve the final pay application, certificate of substantial completion, and other close-out documents, as presented; and

IT IS HEREBY ORDERED that the final pay application in the amount of \$8,516.29, the certificate of substantial completion, and other close-out documents for the Sanitary Sewer Mains Rehabilitation CCTV, Smoke Testing, and Manhole Testing – College Park, Guillotteville Road, and Valleywood Road Subdivisions Project 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 the certificate of substantial completion and any remaining close out documents.

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: September 21, 2023
Subject: Sanitary Sewer Mains Rehabilitation CCTV, Smoke Testing, and Manhole Testing – College Park, Guillotville Road, and Valleywood Subdivisions – 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 \$8,516.29, certificate of substantial completion, and other close-out documents for the Sanitary Sewer Mains Rehabilitation CCTV, Smoke Testing, and Manhole Testing – College Park, Guillotville Road, and Valleywood Subdivisions Project.

BACKGROUND:

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

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

The project provided CCTV (closed circuit television video), smoke testing, and manhole inspections followed by repair, replacement, or lining of sanitary sewer lines or manholes that will decrease the inflow and infiltration in most problem areas.

Change Order No. 1 served to increase the contract amount by \$7,975.50. Areas were added after the initial development of scope was discussed resulting in additional manhole inspections where I & I had been identified. The change order increased the contract amount due to the additional 35 manhole inspections, 90 DY rain gauge for flow monitoring, and 4 reverse setups. There were several line items that had underruns reducing the increased contract total.

DISCUSSION:

The work performed on this portion of the project has been completed and the final pay application in the amount of \$8,516.29, certificate of substantial completion, and all other close-out documents submitted. If approved, the repair, replacement, and lining of sanitary sewer lines or manholes in the most problematic areas will proceed.

Seymour 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 \$8,516.29, certificate of substantial completion, and other close-out documents for the Sanitary Sewer Mains Rehabilitation CCTV, Smoke Testing, and Manhole Testing – College Park, Guillotville Road, and Valleywood Subdivisions

The City Council may:

1. Approve final pay application, certificate of substantial completion, and other close-out documents as presented; or
2. Not approve final pay application, certificate of substantial completion, and other close-out documents

ATTACHMENT(S):

1. Final pay application
2. Certificate of Substantial Completion

SEYMOUR ENGINEERING

Civil Engineers and Professional Land Surveyors



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

September 15, 2023

Brenda Greco
Grants and Projects Director Interim
City of Gautier, MS 3330 US-90
Gautier, MS 39553

RE: Pay Application No 3 (Final), Suncoast Infrastructure, Inc.
S.S. Mains Rehabilitation Project Phase 1

Dear Brenda,

Enclosed please find Pay Application No. 3 (Final) and related close out documents for work completed on the referenced project. I am recommending that you place this on the next meeting agenda for consideration and approval by the Council.

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

Sincerely,
SEYMOUR ENGINEERING

Tyler Williams
Project Manager

Cc: Suncoast Infrastructure, Inc.
Kimberly Saucier

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: S23029-RET

To Customer: City of Gautier, MS
3330 Highway 90
Gautier, MS 39553

Project: S23029- City of Gautier S.S. Mains Rehab.
Project, Gautier, MS

Via Engineer: Seymour Engineering
925 Tommy Munro Drive, Suite G
Biloxi, MS 39532

Application No.: JB App #3
Period From: 8/1/2023
Period To: 8/31/2023

FINAL

Distribution to :
☐ Owner
☐ Engineer
☐ Contractor
☐

From Contractor: Suncoast Infrastructure, Inc.
P.O. Box 397
1858 Hwy 49 South
Florence, MS 39073

Owner: City of Gautier, MS
3330 Highway 90
Gautier, MS 39553

External Contract No. N/A

Contract Date: 2/21/2023

Application Date: 8/21/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$162,350.00
2. Net Change By Change Order	\$7,975.50
3. Contract Sum To Date	\$170,325.50
4. Work Completed To Date	\$170,325.50
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$170,325.50
7. Retainage	
a. Maximum Retainage is not in effect.	
b. Securities are not furnished in lieu of Retainage.	\$0.00
c. Retainage on Work Completed to Date 0.00 %	\$0.00
d. Retainage on Stored Materials Inventory 0.00 %	\$0.00
e. Total Calculated Retainage	\$0.00
f. Total Retainage To Be Withheld	\$0.00
8. Total Earned Less Retainage	\$170,325.50
9. Less Previous Certificates For Payments	\$161,809.21
10. Current Payment Due	\$8,516.29
11. Balance to Finish, Plus Retainage.	\$0.00

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: Suncoast Infrastructure, Inc.

By: Max Mi Date: 8/21/2023

State of: Mississippi County of: Madison

Subscribed and sworn to before me this 21st day of August 2023

Notary Public: Denise Harrison Kette

My Commission expires: February 02, 2024



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer'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 **\$ 8,516.29**

(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:

By: John A. Will Date: 9/15/2023

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	\$7,975.50	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$7,975.50	\$0.00
Net Changes By Change Order	\$7,975.50	

CONTINUATION SHEET

Page 2 of 2

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Application No. : JB App #3
Application Date : 08/21/23
Period From: 08/01/23
Period To: 08/31/23

Invoice # : S23029-RET

Contract : S23029- City of Gautier S.S. Mains Rehab. Project, Gautier, MS

External Contract No.:

CURRENT CONTRACT						PREVIOUS WORK		THIS PERIOD		JOB TO DATE					
Item No.	Description of Work	UM	Units	Unit Price	Amount	Units	Amount	Units	Amount	Units	Amount	Stored Materials	Total Completed and Stored	Percent Complete	Balance to Finish
1	Mobilization	LS	1.00	\$2,850.00	\$2,850.00	1.00	\$2,850.00	0.00	\$0.00	1.00	\$2,850.00	\$0.00	\$2,850.00	100.00%	\$0.00
2	Traffic Control	LS	1.00	\$1,080.00	\$1,080.00	1.00	\$1,080.00	0.00	\$0.00	1.00	\$1,080.00	\$0.00	\$1,080.00	100.00%	\$0.00
	6"-10" Sanitary Sewer Line Standard Cleaning	LF	16,414.00	\$3.00	\$49,242.00	16,414.00	\$49,242.00	0.00	\$0.00	16,414.00	\$49,242.00	\$0.00	\$49,242.00	100.00%	\$0.00
	Root/Grease Removal in Existing 6"-10" Sewer Line	LF	1,139.00	\$0.50	\$569.50	1,139.00	\$569.50	0.00	\$0.00	1,139.00	\$569.50	\$0.00	\$569.50	100.00%	\$0.00
5	Remove Protruding Service	EA	1.00	\$300.00	\$300.00	1.00	\$300.00	0.00	\$0.00	1.00	\$300.00	\$0.00	\$300.00	100.00%	\$0.00
	Removal of Stabilized Debris in Manholes	EA	0.00	\$300.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
	6"-10" Sewer CCTV Inspection & Reporting	LF	16,414.00	\$0.75	\$12,310.50	16,414.00	\$12,310.50	0.00	\$0.00	16,414.00	\$12,310.50	\$0.00	\$12,310.50	100.00%	\$0.00
	Reverse Set-up	EA	5.00	\$500.00	\$2,500.00	5.00	\$2,500.00	0.00	\$0.00	5.00	\$2,500.00	\$0.00	\$2,500.00	100.00%	\$0.00
	Rehabilitation Recommendations Based on CCTV Inspection Resu	LF	16,414.00	\$0.10	\$1,641.40	16,414.00	\$1,641.40	0.00	\$0.00	16,414.00	\$1,641.40	\$0.00	\$1,641.40	100.00%	\$0.00
	Dyed Water Testing Concurrent with CCTV Inspection	EA	0.00	\$100.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
	Uncover Buried Manholes	EA	6.00	\$250.00	\$1,500.00	6.00	\$1,500.00	0.00	\$0.00	6.00	\$1,500.00	\$0.00	\$1,500.00	100.00%	\$0.00
	Level 1 Manhole Inspection & Reporting	EA	166.00	\$145.00	\$24,070.00	166.00	\$24,070.00	0.00	\$0.00	166.00	\$24,070.00	\$0.00	\$24,070.00	100.00%	\$0.00
	Smoke Testing	LF	59,803.00	\$0.58	\$34,685.74	59,803.00	\$34,685.74	0.00	\$0.00	59,803.00	\$34,685.74	\$0.00	\$34,685.74	100.00%	\$0.00
	Rehabilitation Recommendations Based on Smoke Testing Inspec	LF	59,803.00	\$0.12	\$7,176.36	59,803.00	\$7,176.36	0.00	\$0.00	59,803.00	\$7,176.36	\$0.00	\$7,176.36	100.00%	\$0.00
	Flow Monitoring Data Collection (2 Meters)	DY	270.00	\$120.00	\$32,400.00	270.00	\$32,400.00	0.00	\$0.00	270.00	\$32,400.00	\$0.00	\$32,400.00	100.00%	\$0.00
	Disposal of Solids	CY	0.00	\$1.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00
Grand Totals					\$170,325.50		\$170,325.50		\$0.00		\$170,325.50	\$0.00	\$170,325.50	100.00%	\$0.00

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address) ARCHITECT'S PROJECT NUMBER: OWNER ☐
City of Gautier S.S. Mains CONTRACT FOR: General Construction ARCHITECT ☐
Rehab. Project, Gautier, MS CONTRACTOR ☐
TO OWNER: (Name and address) CONTRACT DATED: February 21, 2023 SURETY ☐
City of Gautier, MS OTHER ☐
3330 Highway 90
Gautier, MS 39553

STATE OF: Mississippi

COUNTY OF: Madison

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: None.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. 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:

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.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

Suncoast Infrastructure, Inc.
P.O. Box 397
1858 Hwy 49 South
Florence, MS 39073

BY:



(Signature of authorized representative)

Wes Windham, Project Manager

(Printed name and title)

Subscribed and sworn to before me on this date:

August 23, 2023

Notary Public:



Denise Harrison Kette

My Commission Expires:

February 04, 2024



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA[®] Document G706A[™] – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	☐ OWNER
City of Gautier S.S. Mains Rehab. Project, Gautier, MS	CONTRACT FOR: General Construction	☐ ARCHITECT
		☐ CONTRACTOR
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED: February 21, 2023	☐ SURETY
City of Gautier, MS 3330 Highway 90 Gautier, MS 39553		☐ OTHER

STATE OF: Mississippi

COUNTY OF: Madison

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: Payment of \$8,516.29 on Payment Application No. 3 Final.

SUPPORTING DOCUMENTS ATTACHED HERETO:

- 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: *(Name and address)*

Suncoast Infrastructure, Inc.
P.O. Box 397
1858 Hwy 49 South
Florence, MS 39073

BY:

(Signature of authorized representative)

Wes Windham, Project Manager

(Printed name and title)

Subscribed and sworn to before me on this date:

August 23, 2023

Notary Public:

Denise Harrison Kette

My Commission Expires:

February 04, 2024



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER

AIA DOCUMENT G707

FEDERAL INSURANCE COMPANY BOND NO. K41622337

PROJECT: Sanitary Sewer Mains Rehabilitation CCTV, Smoke Testing, and Manhole
Inspection and Reporting

TO (Owner)
City of Gautier
3330 Highway 90
Gautier MS 39553

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: SAME AS ABOVE

CONTRACT DATE: February 23, 2023

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

Federal Insurance Company
P O Box 1650
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Suncoast Infrastructure, Inc.
P O Box 397
Florence MS 39073

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Gautier
3330 Highway 90
Gautier MS 39553

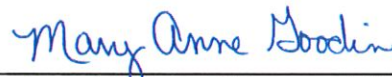
, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 23 day of August, 2023.

FEDERAL INSURANCE COMPANY

Surety Company



Signature of Authorized Representative

Mary Anne Goodin

Title: Attorney In Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF
DEBTS AND CLAIMS, Current Edition

CONSENT OF SURETY COMPANY TO FINAL PAYMENT, APRIL 1970 EDITION, AIA®
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ONE PAGE

FORM 15-10-87 (ED. 4-77)

Certificate of Substantial Completion

Project: #	Owner: City of Gautier	Owner's Contract No.:
Contract: S.S. Mains Rehab.	Date of Contract: 2-21-2023	
Contractor: Suncoast Infrastructure, Inc.	Engineer's Project No.: 22-066.06	

This tentative [definitive] Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents:

☐ The following specified portions:

July 27, 2023

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities

Not Amended

Owner's Amended Responsibilities: N/A

Contractor's Amended Responsibilities: Contractor is still to provide Flow Monitoring date and reports prior to retainage being released.

Reports Provide (TAM)

The following documents are attached to and made part of this Certificate: none

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

[Signature]
Executed by Engineer

9/15/2023
Date

[Signature]
Accepted by Contractor

08/25/2023
Date

Accepted by Owner

Date

Councilman Colledge made the motion to approve the Planning Commission's recommendation of a Special Exception, as presented, that would allow a mobile home in a C-3 Highway Commercial Zoning District, located on Robinson Still Road, Gautier, MS (GPC #23-28-SE) (PID #81970005.000). 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 398-2023

**CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 23-28-SE
ROBINSON STILL ROAD – SPECIAL EXCEPTION FOR
APPLICANT THAT WOULD ALLOW A MOBILE HOME IN A C-3
HIGHWAY COMMERCIAL ZONING DISTRICT
REGARDING PARCEL ID NO: 81970005.000**

WHEREAS, an application for a Special Exception Permit that would allow a mobile home in a C-3 Highway Commercial Zoning District was submitted by John and Sarah Pannell; and

WHEREAS, the City Council hereby finds that the proposed use, classified as a mobile home, requires a Special Exception Permit in the C-3 Highway Commercial Zoning District; and

WHEREAS, the parcel subject to this Permit is located at Robinson Still Drive, Gautier, MS; and

WHEREAS, after due public notice, Planning Commission, at its September 7, 2023 meeting, held a public hearing on this matter; and

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

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

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

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

IT IS THEREFORE ORDERED that the Mayor and City Council (accepts or denies)

the recommendation of the Planning Commission and (approves or denies) the application submitted by John and Sarah Pannell on August 4, 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 Gollott**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 09/26/2023
Subject: Consider a request for a Special Exception that would allow a mobile home in a C-3 Highway Commercial Zoning District. Robinson Still Road, PID #81970005.000, (GPC #23-28-SE)

REQUEST:

The Planning Department has received a request from John and Sarah Pannell for a Special Exception that would allow a mobile home in a C-3 Highway Commercial Zoning District on Robinson Still Road, PID #81970005.000. (GPC #23-28-SE) The application fee of \$250 was paid on August 4, 2023. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.
Location: Robinson Still Road, PID #81970005.000 (See Exhibit A)
General features of the proposed project: Lot Size: 1 acre
Potable Water and Wastewater Services: Available at location
Current Zoning (See Exhibit B): C-3 Highway Commercial
Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial
Comprehensive Plan Future Land Use Designation (See Exhibit D): Regional Scale Commercial.

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: This Special Exception would grant us the ability to take care of my elderly grandmother at this time in her life. We would like to put a home on this property to help care for her and provide her a safe home at this vulnerable age.

Staff Finding: *There are other existing mobile homes in this area.*

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

Applicant Response: *The surrounding properties are all used for residential purposes and putting a residential property on this land would be keeping with the theme of the neighborhood.*

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 area is zoned commercial but is all used for residential so we need a Special Exception to use our land.*

Staff Finding: *Staff feels that the Special Exception will not negatively affect the surrounding area or cause a detriment to the surrounding properties.*

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:

The property changes ownership

The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or

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 City Council approve the Special Exception as presented based on the fact that all relevant criteria were met.

The City Council may:

Approve the Special Exception;

Approve the Special Exception with changes; or

Deny the Special Exception.

ATTACHMENTS:

1. Excerpt GPC Meeting 9.7.23 (#23-28-SE)
2. Complete Packet 23-28-SE

Excerpt from September 7, 2023, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception that would allow a mobile home in a C-3 Highway Commercial District on Robinson Still Road, PID #81970005.000. (GPC #23-28-SE).

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

REQUEST:

The Planning Department has received a request from John and Sarah Pannell for a Special Exception that would allow a mobile home in a C-3 Highway Commercial Zoning District on Robinson Still Road, PID #81970005.000. (GPC #23-28-SE) The application fee of \$250 was paid on August 4, 2023. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: Robinson Still Road, PID #81970005.000 (See Exhibit A)
2. General features of the proposed project:
Lot Size: 1 acre
3. Potable Water and Wastewater Services: Available at location
4. Current Zoning (See Exhibit B): C-3 Highway Commercial
5. Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial
6. Comprehensive Plan Future Land Use Designation (See Exhibit D): Regional Scale Commercial.

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: This Special Exception would grant us the ability to take care of my elderly grandmother at this time in her life. We would like to put a home on

this property to help care for her and provide her a safe home at this vulnerable age.

Staff Finding: *There are other existing mobile homes in this area.*

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

Applicant Response: *The surrounding properties are all used for residential purposes and putting a residential property on this land would be keeping with the theme of the neighborhood.*

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 area is zoned commercial but is all used for residential so we need a Special Exception to use our land.*

Staff Finding: *Staff feels that the Special Exception will not negatively affect the surrounding area or cause a detriment to the surrounding properties.*

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

Chairman Jamison asked the applicants to present their case.

Sarah Pannell, applicant, stated that they wanted to put something on the lot next door to them so they could move her 81-year-old grandmother there. Her grandmother doesn't need to move in with anyone yet, but she does need family close. Mrs. Pannell said the reason she suggested a mobile home was because her grandmother was older and a mobile home would be quicker and easier than building a house.

Chairman Jamison asked if they were going to put a driveway through their yard from the street for access to the lot.

Mrs. Pannell said that was the plan.

Mr. Ankerson had the Planning Commissioners look at a map that showed a platted easement to the lot from Robinson Still Road. He advised that the easement was not approved by him or the Planning Department. The easement has been there for years.

Mrs. Pannell said that they would use the existing easement from Robinson Still Road unless they could get an easement from their neighbor because there is a small piece of his property they would have to cross to get to the lot from their property.

Mr. Ankerson stated that the reason he brought the easement up was because easements are not something the City does anymore. If someone were to want to plat it out separately, they would have to have a certain amount of road frontage included in the lots, but this property already has an existing attached easement. Mr. Ankerson also advised that the lot in question was part of the area rezoned in 2010 when the Comprehensive Plan was done with the idea that this portion was going to probably develop as commercial rather quickly, however this has not happened. A lot of the area around the proposed property that was rezoned Commercial is still being used as residential.

Chairman Jamison asked if a Special Exception went with the land or the owner.

Mr. Ankerson stated that a Special Exception went with the owner. Like Mrs. Pannell explained, it makes more sense to put in a mobile home because it can be removed later.

Commissioner Davis noted that the applicant and other families had been before the Planning Commission more than once asking for Special Exceptions. He asked if it might be time to look at this area and see if maybe some of the area could be zoned back to Agricultural.

Mr. Ankerson said that as a Planning Director he thinks that because the area is still an open and developable area and our only interstate corridor, we shouldn't tie our hands back to residential zoning.

Commissioner Ward said he felt one of the reasons there were provisions for Special Exceptions was so the city doesn't have to go through a whole rezoning process to allow something if they see that the culture hasn't changed to where the Comprehensive Plan creators thought it would.

Commissioner Davis said that he felt there was evidence it was changing because there seems to continue to be more mobile homes.

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

ACTION TAKEN:

Commissioner Davis made a motion to recommend approval of the Special Exception as presented based on the fact that all relevant criteria were met.

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

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

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

September 7, 2023

GPC #23-28-SE

John and Sarah Pannell

Robinson Still Road, PID #81970005.000

VII. NEW BUSINESS

1. Consider a request for a Special Exception that would allow a mobile home in a C-3 Highway Commercial Zoning District. Robinson Still Road, PID #81970005.000, (GPC #23-28-SE)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: August 28, 2023

Subject: Consider a request for a Special Exception that would allow a mobile home in a C-3 Highway Commercial Zoning District, Robinson Still Road, PID #81970005.000. (GPC #23-28-SE)

REQUEST:

The Planning Department has received a request from John and Sarah Pannell for a Special Exception that would allow a mobile home in a C-3 Highway Commercial Zoning District on Robinson Still Road, PID #81970005.000. (GPC #23-28-SE) The application fee of \$250 was paid on August 4, 2023. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-3 Highway Commercial.

1. Location: Robinson Still Road, PID #81970005.000 (See Exhibit A)
2. General features of the proposed project:
Lot Size: 1 acre
3. Potable Water and Wastewater Services: Available at location
4. Current Zoning (See Exhibit B): C-3 Highway Commercial
5. Current Surrounding Zoning (See Exhibit B): C-3 Highway Commercial
6. Comprehensive Plan Future Land Use Designation (See Exhibit D):
Regional Scale Commercial.

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: This Special Exception would grant us the ability to take care of my elderly grandmother at this time in her life. We would like to put a home on this property to help care for her and provide her a safe home at this vulnerable age.

Staff Finding: *There are other existing mobile homes in this area.*

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

Applicant Response: *The surrounding properties are all used for residential purposes and putting a residential property on this land would be keeping with the theme of the neighborhood.*

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 area is zoned commercial but is all used for residential so we need a Special Exception to use our land.*

Staff Finding: *Staff feels that the Special Exception will not negatively affect the surrounding area or cause a detriment to the surrounding properties.*

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

23-28-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: John and Sarah Pannell

Name of Business: _____

Address: Robinson Steel Rd, Parcel # 81970005.000

Mailing Address (if different): 6008 Allen Rd Vancleave, MS 39565

Email Address: SMcarter85@aol.com

Phone: 228-218-0580 Cell Phone: 228-217-1253 mobile

Reason for request, location and intended use of Property: We intend to put a home for elderly grandmother next door to us however

ATTACHMENTS REQUIRED AS APPLICABLE: It is zoned commercial-C3 (16' x 80' mobile home)

- ☒ 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.
- N/A 7. Owner's Consent form if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant: Sarah Pannell

FOR OFFICE USE ONLY

Date Received 8/4/23 Verify as Complete BL/SA

Fee Amount Received 251.00

Initials of Employee Receiving Application BL

SPECIAL EXCEPTION

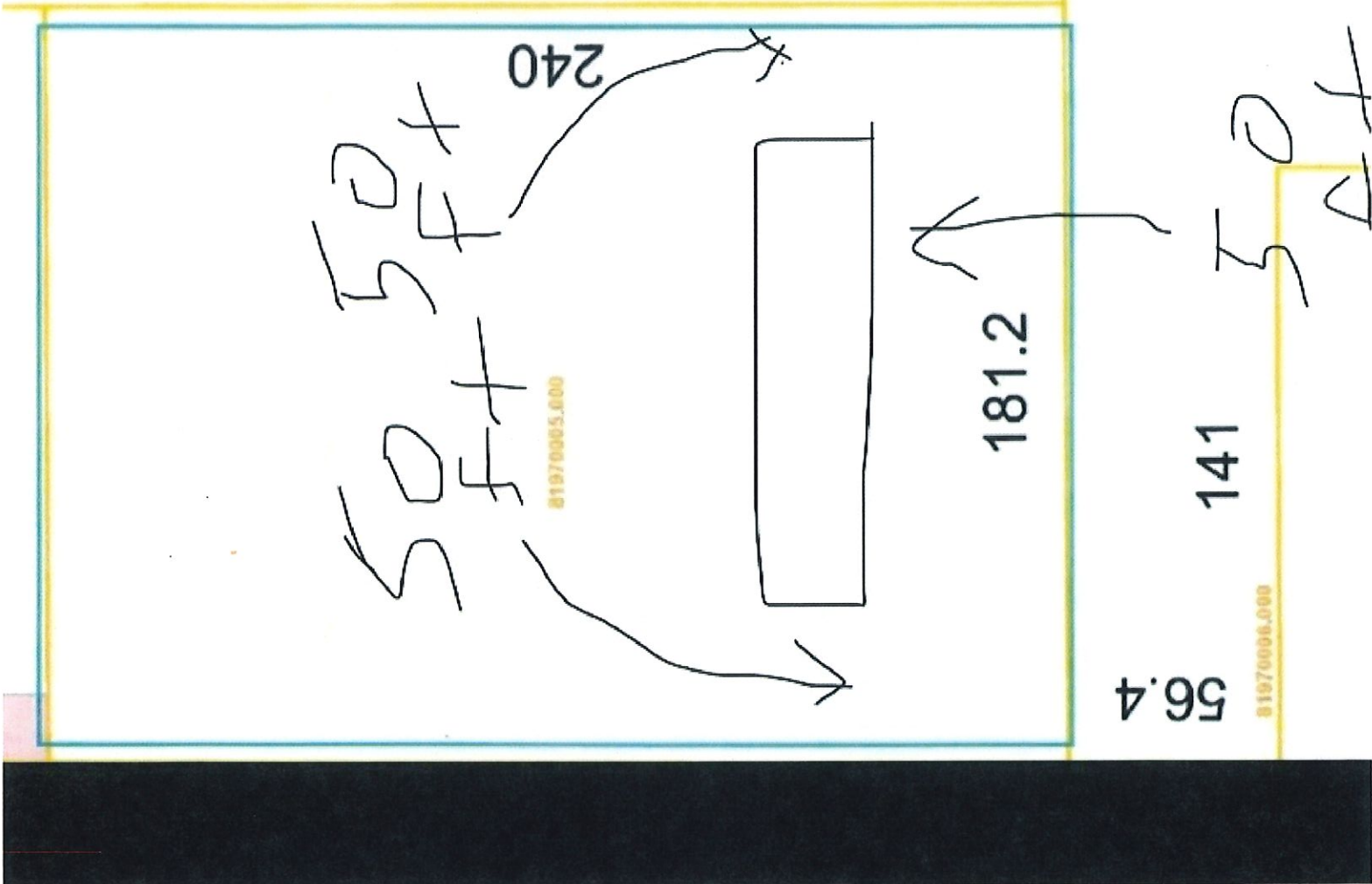
Criteria for Approval Special Exception

- 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?

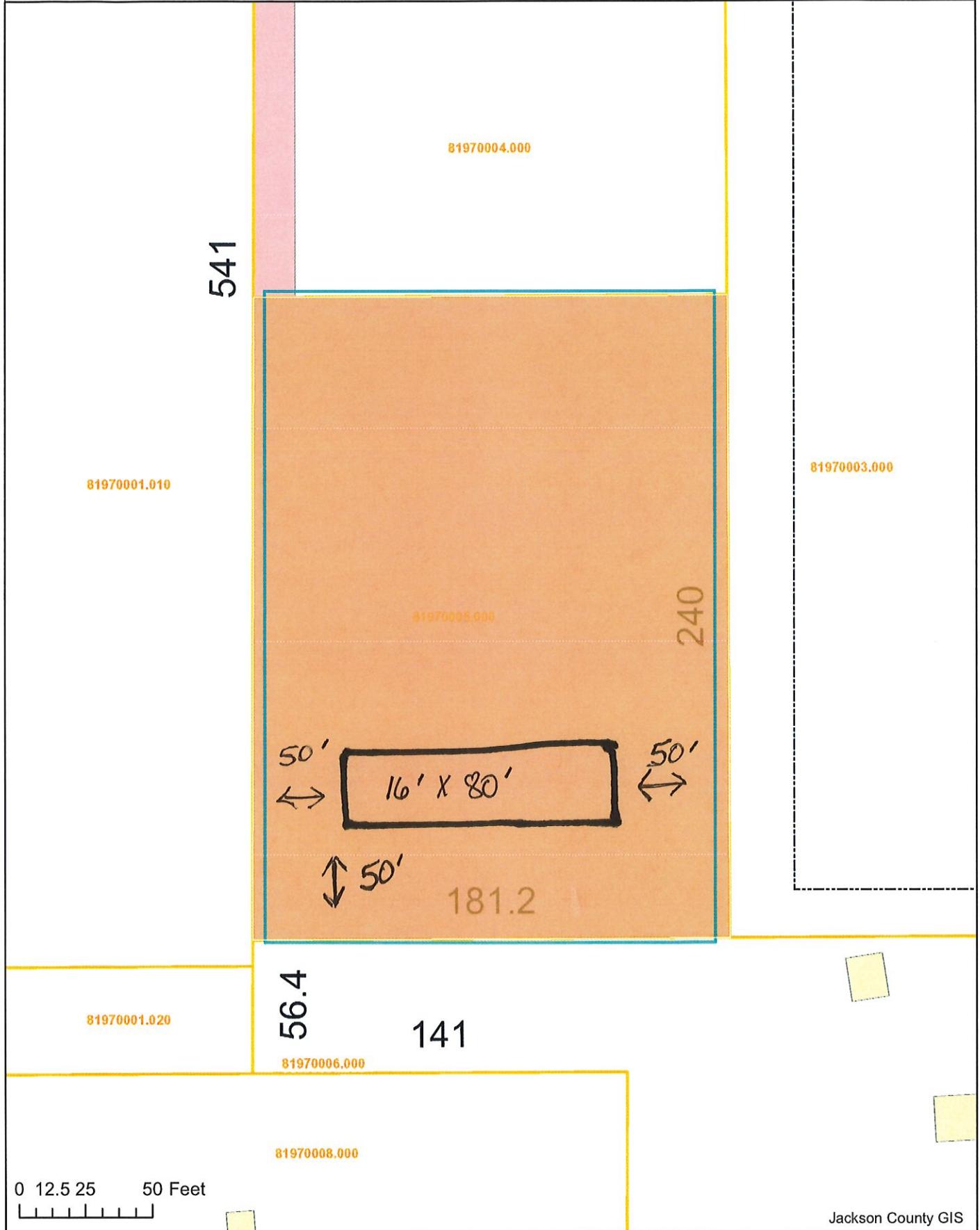
A.) This special exception would grant us the ability to take care of my elderly grandmother at this ~~time~~ time in her life. We would like to put a home on this property to help care for her and provide her a safe home ~~at~~ at this vulnerable age.

B) The surrounding properties are all used for residential purposes and putting a residential property on this land would be keeping with the theme of the neighborhood.

C) The area is zoned commercial but is all used for residential so we need a special exception to use our ¹⁵⁵ land.



81970005.000 MORAN BETTYE H (EST OF)



0 12.5 25 50 Feet

Jackson County GIS

81970005.000 MORAN BETTYE H (EST OF)

PIDN: 81970005.000

GISP: 773.08-00-0017.00

Owner Information

Percent of Ownership: 100

Name: MORAN BETTYE H (EST OF)

Name 2: C/O JOHN NIGEL PANNELL

Mailing Address: 6008 ALLEN RD
VANCLEAVE MS
39565

Site Address: ROBINSON STILL RD GAUTIER

Land Information

Section: 8 Acreage: 1

Township: 7

Range: 7

Street Name ROBINSON STILL
RD

Value and Tax Information

Total Assessed Value: 1163

Total Appraised Value: 7750

Improvement Value: 0

Land Value: 7750

Tax Amount: 172

SQ FT: 0

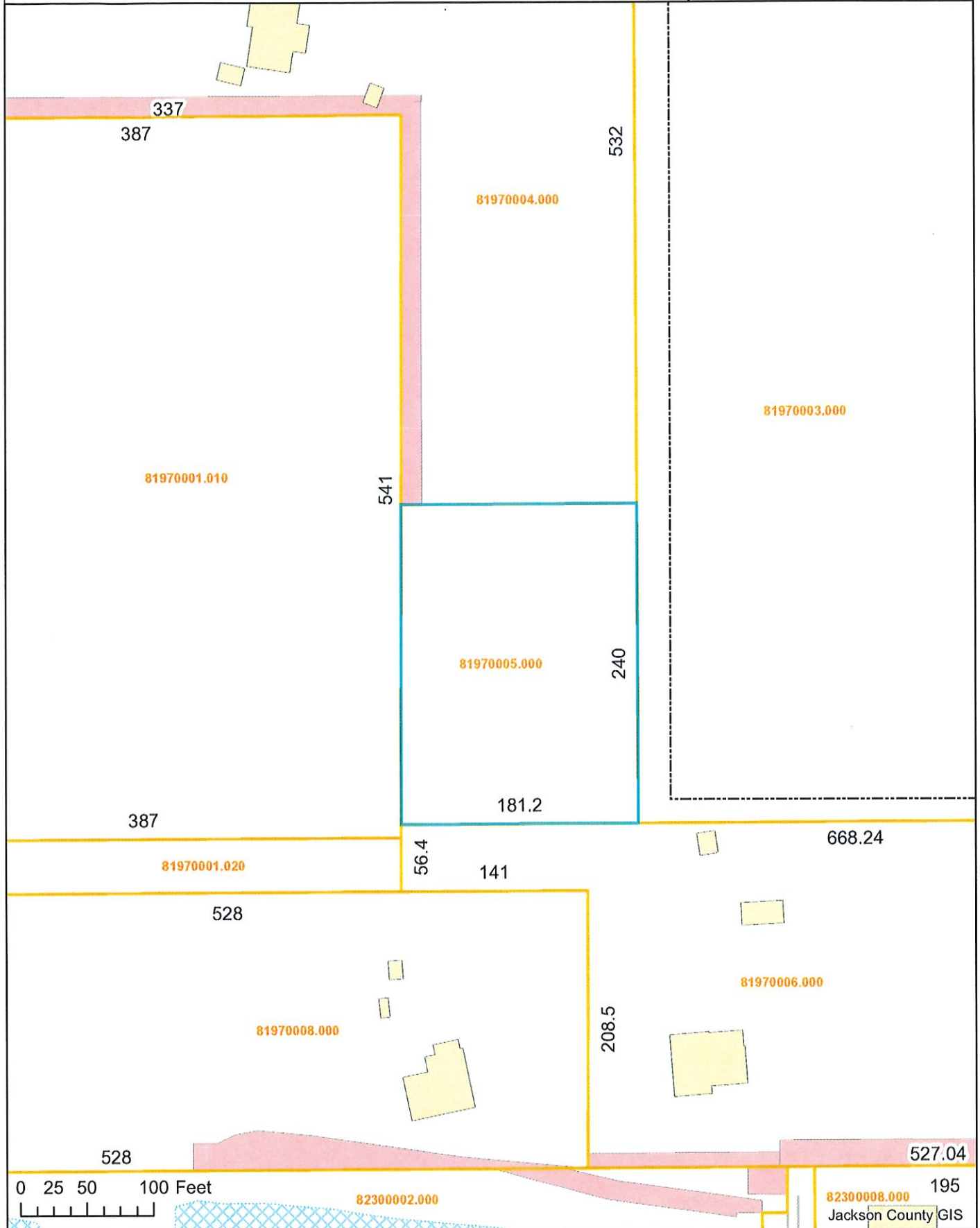
Year Built: 0

Legal Description

Description: COM NWC SE1/4 SW1/4 S 550' E 387
' S 279.97' TO POB E 181.20 S 24
0.40' W 181.20' N 240.40' TO POB
DB 1285-137 DB 1961-404 DB 2001
-303 DB 2004-28 (17 MAP773.08)

Deed Book / Page: 2004 / 28

81970005.000 MORAN BETTYE H (EST OF)



0 25 50 100 Feet

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

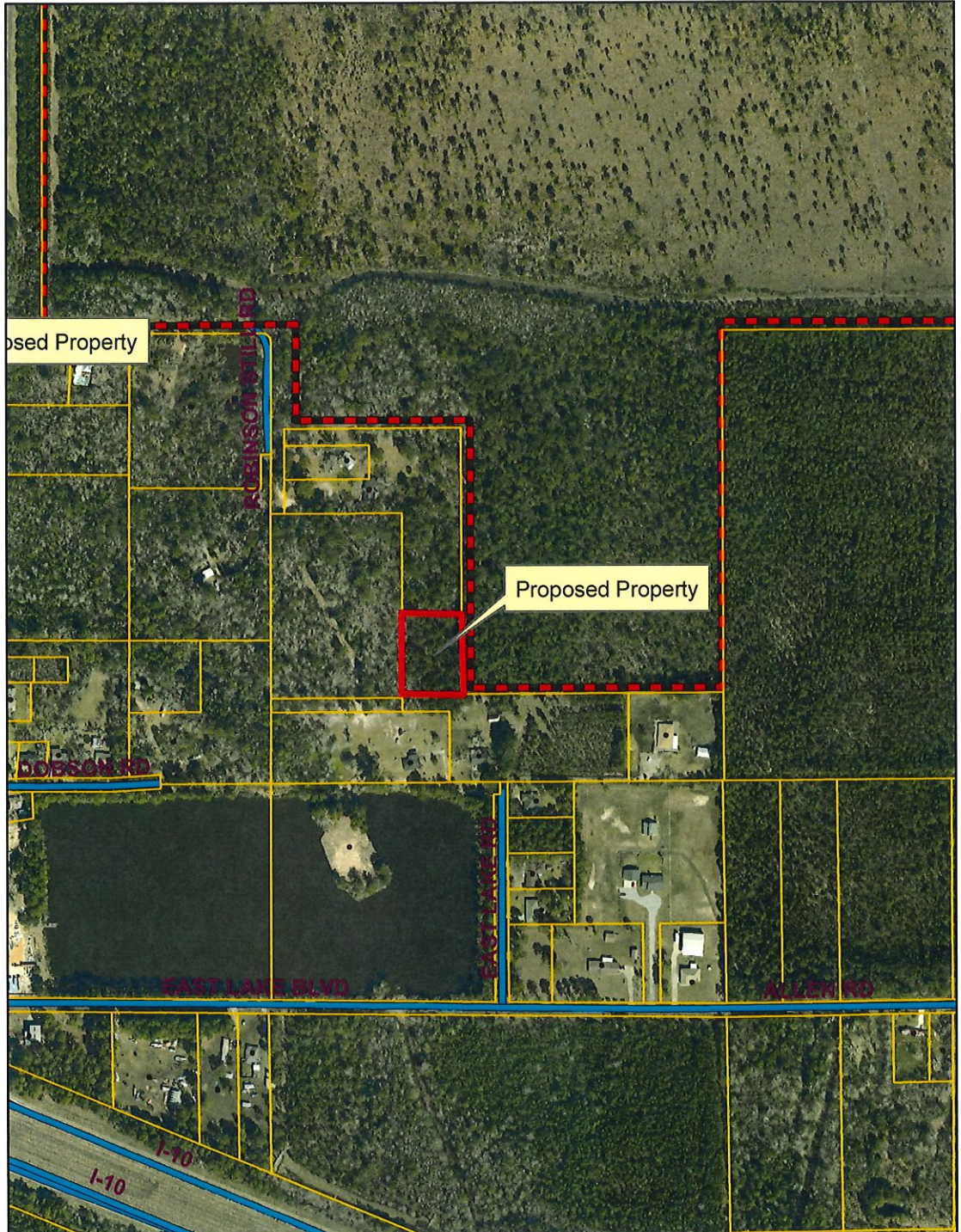


Exhibit B

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

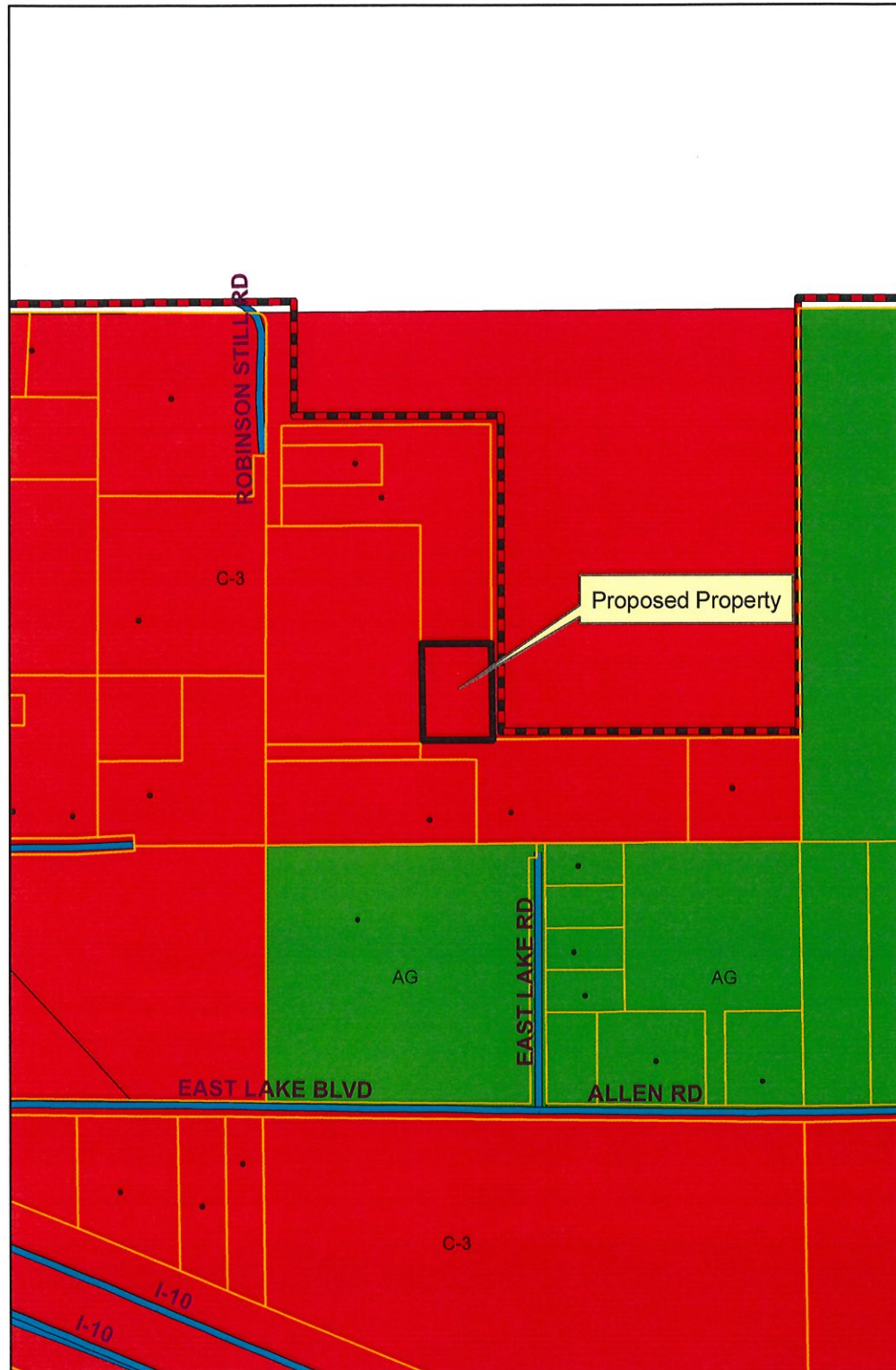


Exhibit C

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

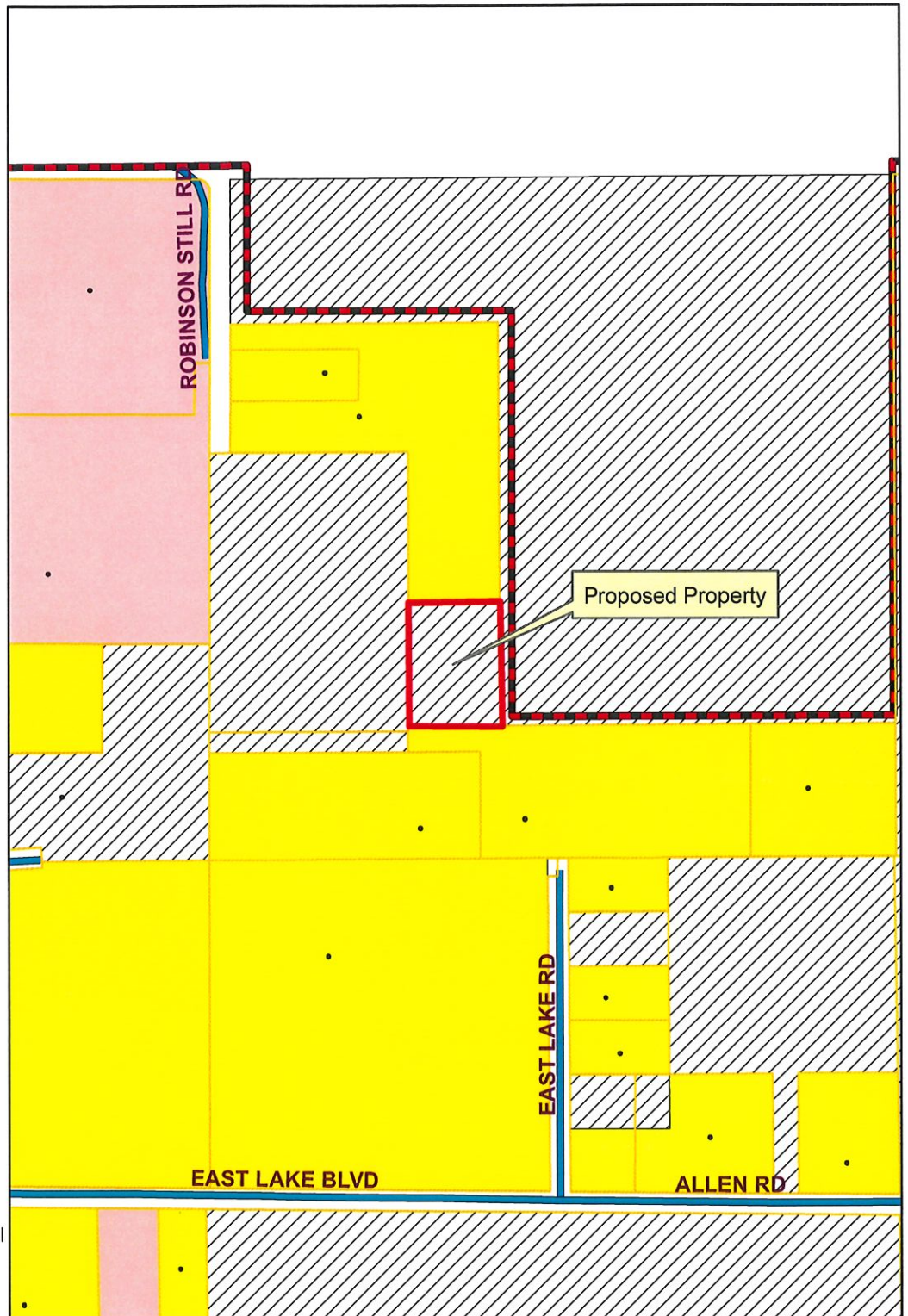


Exhibit D Future Land-Use

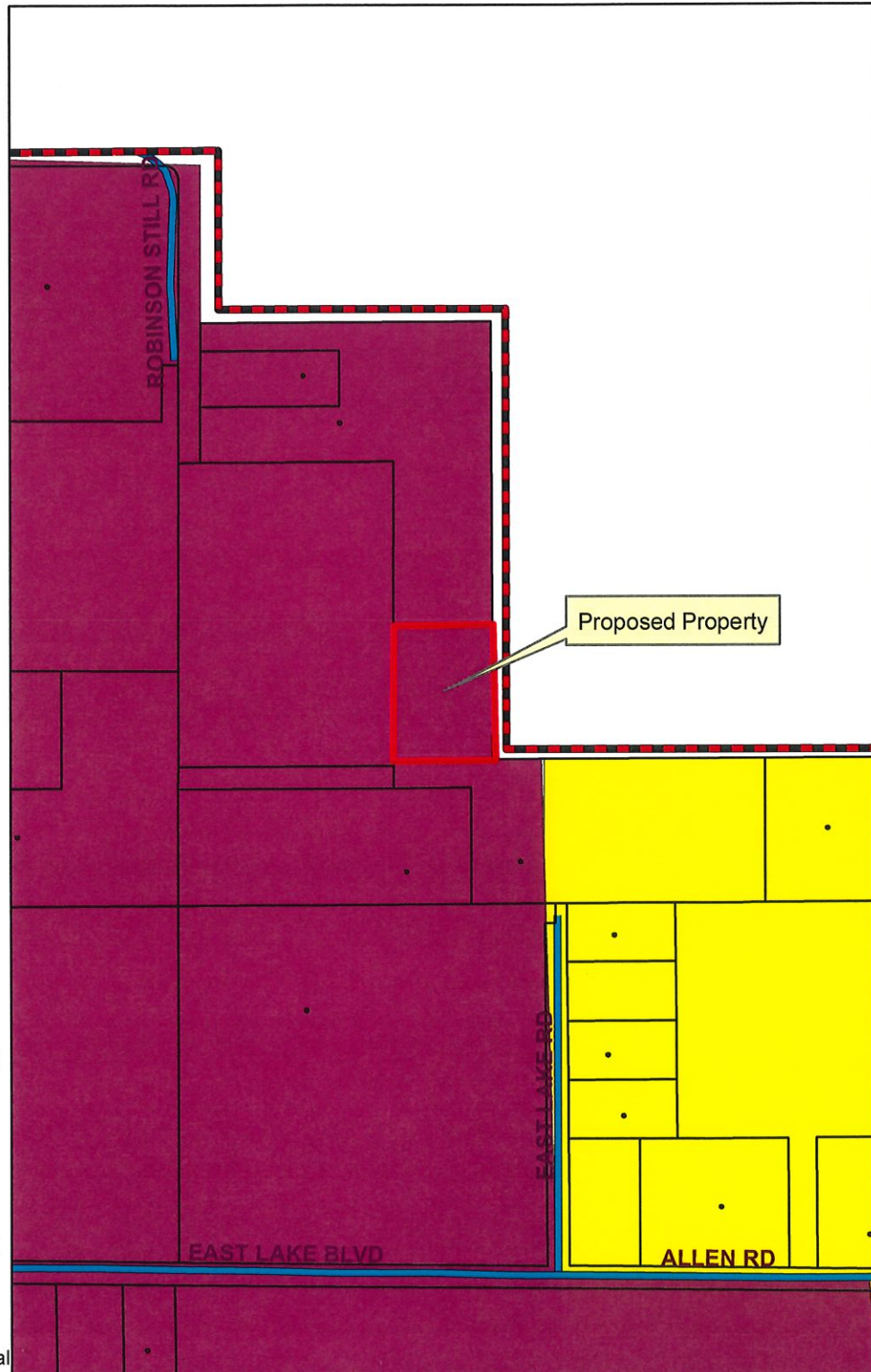
Prepared By:
City of Gautier
Planning Department

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



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

ORDINANCE NUMBER 270-2023

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; ADOPTING CERTAIN TEXT CHANGES TO THE UNIFIED DEVELOPMENT ORDINANCE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE TEXT CHANGES TO THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF GAUTIER BE ADOPTED AS FOLLOWS:

Section 1. Authority & Intent

- A. The authority for enactment of this ordinance is contained in Mississippi Code Annotated, Section 17-1-11.
- B. City Staff and City Council find the need for text changes to the Unified Development Ordinance.
- C. The Gautier Planning Commission held a public meeting, after giving due public notice, and considered this ordinance on September 7, 2023. The City Council considered the amendments on October 3, 2023.

Section 2. Adoption of Text Changes to the Unified Development Ordinance

The City of Gautier hereby adopts the following Text Changes to Section 5.4.4 of the Unified Development Ordinance, as approved and recommended by the Gautier Planning Commission:

5.4.4 R-1, Low Density Single-Family Residential District

Maximum Lot Coverage. Thirty (30) percent for the principal structure and accessory structures. Accessory structures shall not exceed forty (40) percent of the rear lot area.

Table 7 to the UDO shall also be amended to reflect this change.

Section 3. Conflicts

All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of such conflict.

Section 4. Severability

If any word, phrase, sentence, paragraph or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. Effective Date

This Ordinance shall take effect immediately upon completion of the statutory requirements.

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

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

NAYS: **None**

Adopted: October 3, 2023



Casey Vaughan, Mayor

Attest:



Teresa Montgomery, City Clerk

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 09/26/2023
Subject: Consider a request to amend the UDO to reflect text changes to Section 5.4.4 (F) R-1, Low Density Single-Family Residential District, Maximum Lot Coverage, and to Table 7 Intensity and Dimensional Standards. (City Initiated) (GPC #23-29-UDO)

REQUEST:

The Planning Director has requested an amendment to the Unified Development Ordinance (UDO) pursuant to Section 4.20, that would increase the maximum lot coverage for principal structures and accessory structures in an R-1 Low Density Single-Family Residential District.

BACKGROUND:

The Unified Development Ordinance (UDO) currently allows the maximum lot coverage in an R-1 Low Density Single-Family Residential District to be twenty-five (25) percent for the principal structure and accessory structures. Accessory structures shall not exceed twenty (20) percent of the rear lot area or fifty (50) percent of the principal structure area, whichever is less.

DISCUSSION:

The City of Gautier's Unified Development Ordinance (UDO) currently allows the maximum lot coverage in an R-1 Low Density Single-Family Residential District to be twenty-five (25) percent for the principal structure and accessory structures. Accessory structures shall not exceed twenty (20) percent of the rear lot area or fifty (50) percent of the principal structure area, whichever is less. The Planning Director requests that an amendment be made to the UDO that would increase the allowed maximum lot coverage in an R-1 District.

The Planning Director requests that the UDO Section 5.4.4 (F) reflect the following changes:

5.4.4 R-1, Low Density Single-Family Residential District

F. Maximum Lot Coverage—~~Twenty-five (25)~~ **Thirty (30) percent** for the principal structure and accessory structures. Accessory structures shall not exceed ~~twenty (20)~~ **forty (40) percent** of the rear lot area ~~or fifty (50) percent of the principal structure area, whichever is less.~~

Table 7- Intensity and Dimensional Standards in the UDO would also have to reflect the following change:

Zoning District	Min. Lot Area (sq. ft.)	Min. Lot Width	Maximum Building Height			Setbacks			Maximum Density (units per acre)			Maximum Floor Area Ratio			Max % of area covered on lot		
			*Tier 1	Tier 2	Tier 3	Front	Side	Rear	*Tier 1	Tier 2	Tier 3	*Tier 1	Tier 2	Tier 3	*Tier 1	Tier 2	Tier 3
AG	20,000 SF	100	35	N/A	N/A	50	20/35	25	none	N/A	N/A	N/A	N/A	N/A	15	N/A	N/A
R-E	43,560	150	35	N/A	N/A	50/35	20/35	35	none	N/A	N/A	N/A	N/A	N/A	20	N/A	N/A
R-1	9,600	80	35	N/A	N/A	25/35	10/25/35	25	none	N/A	N/A	N/A	N/A	N/A	25 30	N/A	N/A
R-1A	7,200/10,000	60	35	N/A	N/A	25	10/25	25	none	N/A	N/A	N/A	N/A	N/A	30	N/A	N/A
	9,600	90	35	N/A	N/A	25	10/25/35	25	none	N/A	N/A	N/A	N/A	N/A	30	N/A	N/A
R-2	9,600 +2,000 per du	80	35	45	60	25	25	25	15 du	18 du	24 du	N/A	N/A	N/A	30	40	50
R-3 (Modular Home Sub.)	3 acres total 5,000 lot	40	20	N/A	N/A	19	5/19	5/19	none	N/A	N/A	N/A	N/A	N/A	N/A	N/A	30
R-3 (Mobile Home Park)	3 acres total 5,000 lot	35	20	N/A	N/A	15	7	10	8 du	10 du	N/A	N/A	N/A	N/A	N/A	N/A	N/A
C-1	None	100	15	25	35	25/15	15/35/40	15/25/35	none	N/A	N/A	N/A	N/A	N/A	75	80	80
C-2	None	100	25	30	35	40/25	15/35	0/35	none	N/A	N/A	N/A	N/A	N/A	75	80	85
C-3	None	None	35	45	60	40/25	15/35/40	0/35	none	N/A	N/A	N/A	N/A	N/A	75	80	85
I	20,000	100	60	N/A	N/A	40	15/40/80/30	25/80/40	none	N/A	N/A	N/A	N/A	N/A	none	N/A	N/A
PL	43,560 total 30,000	80	45	N/A	N/A	same as adjacent zoning	same as adjacent zoning	same as adjacent zoning	none	N/A	N/A	N/A	N/A	N/A	65	N/A	N/A

STAFF FINDINGS:

Staff finds that the Planning Director's request for an amendment to the UDO to increase the maximum lot coverage for principal structures and accessory structures in an R-1 Low Density Single-Family Residential District is a relevant amendment which coincides with the needs of this district. These needs have been accessed by considering the number of variances applied for and approved in this district along with the trending increase in the size of residential structures, including homes and accessory structures, being built in general. Staff feels that this increase in allowed lot coverage will meet these needs, not negatively affect the character of the district, and continue to allow for the necessary green space and pervious surface needed for the aid of mitigating stormwater run-on/run-off.

RECOMMENDATION:

The Planning Commission recommends that City Council approve the amendments to the UDO as presented.

The City Council may:

Approve the UDO Amendment;
 Approve the UDO Amendment with changes; or
 Deny the UDO Amendment.

ATTACHMENTS:

1. Excerpt GPC Meeting 9.7.23 (#23-29-UDO)

2. Complete Packet 23-29-UDO

Excerpt from September 7, 2023, Planning Commission Meeting:

The Planning Director has requested an amendment to the Unified Development Ordinance (UDO) to reflect text changes to Section 5.4.4 (F) R-1, Low Density Single-Family Residential District, Maximum Lot Coverage, and to Table 7 Intensity and Dimensional Standards. (City Initiated) (GPC #23-29-UDO)

Scott Ankerson, Planning Director, gave a brief overview of the case. He stated the reason for the request was because the city has issued several variances over the last several years in this district for accessory structure lot coverage. He and Josh Danos, the City Attorney, decided they should look at what Gautier's sister cities required. Both Ocean Springs and Pascagoula have greater lot coverage allowance in their Low Density Single-Family Highly Protected Residential District than Gautier does. So, he is requesting to up the percentage that Gautier allows. Mr. Ankerson then had the Commissioners look at the proposed changes shown in their packets as he explained them. He said this would allow more lot coverage and decrease the number of variances being heard for accessory structure size, but at the same time keeping enough green space to mitigate any storm water issues and keeping the setbacks so there would not be any water being shed on neighboring properties. The amendments would simply be giving the people in that district what they seem to want based on the variances that have been issued.

REQUEST:

The Planning Director has requested an amendment to the Unified Development Ordinance (UDO) pursuant to Section 4.20, that would increase the maximum lot coverage for principal structures and accessory structures in an R-1 Low Density Single-Family Residential District.

BACKGROUND:

The Unified Development Ordinance (UDO) currently allows the maximum lot coverage in an R-1 Low Density Single-Family Residential District to be twenty-five (25) percent for the principal structure and accessory structures. Accessory structures shall not exceed twenty (20) percent of the rear lot area or fifty (50) percent of the principal structure area, whichever is less.

DISCUSSION:

The City of Gautier's Unified Development Ordinance (UDO) currently allows the maximum lot coverage in an R-1 Low Density Single-Family Residential District to be twenty-five (25) percent for the principal structure and accessory structures. Accessory structures shall not exceed twenty (20) percent of the rear lot area or fifty (50) percent of the principal structure area, whichever is less. The Planning Director requests that an amendment be made to the UDO that would increase the allowed maximum lot coverage in an R-1 District.

The Planning Director requests that the UDO Section 5.4.4 (F) reflect the following changes:

5.4.4 R-1, Low Density Single-Family Residential District

E. Maximum Lot Coverage ~~Twenty five (25)~~ **Thirty (30)** percent for the principal structure and accessory structures. Accessory structures shall not exceed ~~twenty (20)~~ **forty (40)** percent of the rear lot area or ~~fifty (50)~~ percent of the principal structure area, whichever is less.

Table 7- Intensity and Dimensional Standards in the UDO would also have to reflect the following change:

Zoning District	Min. Lot Area (sq. ft.)	Min. Lot Width	Maximum Building Height			Setbacks			Maximum Density (units per acre)			Maximum Floor Area Ratio			Max % of area covered on lot		
			*Tier 1	Tier 2	Tier 3	Front	Side	Rear	*Tier 1	Tier 2	Tier 3	*Tier 1	Tier 2	Tier 3	*Tier 1	Tier 2	Tier 3
AG	20,000 SF	100	35	N/A	N/A	50	20/35	25	none	N/A	N/A	N/A	N/A	N/A	15	N/A	N/A
R-E	43,560	150	35	N/A	N/A	50/35	20/35	35	none	N/A	N/A	N/A	N/A	N/A	20	N/A	N/A
R-1	9,600	80	35	N/A	N/A	25/35	10/25/35	25	none	N/A	N/A	N/A	N/A	N/A	25-30	N/A	N/A
R-1A	7,200/10,000	60	35	N/A	N/A	25	10/25	25	none	N/A	N/A	N/A	N/A	N/A	30	N/A	N/A
	9,600	90	35	N/A	N/A	25	10/25/35	25	none	N/A	N/A	N/A	N/A	N/A	30	N/A	N/A
R-2	9,600 +2,000 per du	80	35	45	60	25	25	25	15 du	18 du	24 du	N/A	N/A	N/A	30	40	50
R-3 (Modular Home Sub.)	3 acres total 5,000 lot	40	20	N/A	N/A	19	5/19	5/19	none	N/A	N/A	N/A	N/A	N/A	N/A	N/A	30
R-3 (Mobile Home Park)	3 acres total 5,000 lot	35	20	N/A	N/A	15	7	10	8 du	10 du	N/A	N/A	N/A	N/A	N/A	N/A	N/A
C-1	None	100	15	25	35	25/15	15/35/40	15/25/35	none	N/A	N/A	N/A	N/A	N/A	75	80	80
C-2	None	100	25	30	35	40/25	15/35	0/35	none	N/A	N/A	N/A	N/A	N/A	75	80	85
C-3	None	None	35	45	60	40/25	15/35/40	0/35	none	N/A	N/A	N/A	N/A	N/A	75	80	85
I	20,000	100	60	N/A	N/A	40	15/40/80/30	25/80/40	none	N/A	N/A	N/A	N/A	N/A	none	N/A	N/A
PL	43,560 total 30,000	80	45	N/A	N/A	same as adjacent zoning	same as adjacent zoning	same as adjacent zoning	none	N/A	N/A	N/A	N/A	N/A	65	N/A	N/A

STAFF FINDINGS:

Staff finds that the Planning Director's request for an amendment to the UDO to increase the maximum lot coverage for principal structures and accessory structures in an R-1 Low Density Single-Family Residential District is a relevant amendment which coincides with the needs of this district. These needs have been accessed by considering the number of variances applied for and approved in this district along with the trending increase in the size of residential structures, including homes and accessory structures, being built in general. Staff feels that this increase in allowed lot coverage will meet these needs, not

negatively affect the character of the district, and continue to allow for the necessary green space and pervious surface needed for the aid of mitigating stormwater run-on/run-off.

RECOMMENDATIONS:

Staff recommends that Planning Commission recommend the approval of the UDO amendment as presented.

Planning Commission may:

1. Recommend that City Council approve the UDO Amendment;
2. Recommend that City Council approve the UDO Amendment with changes; or
3. Recommend that City Council deny the UDO Amendment.

ATTACHMENTS:

1. UDO Excerpt with proposed changes

Commissioner Ward stated that these amendments would basically help people that have large lots and smaller homes that still need sheds. He said he had two people ask him about this just last week because they don't have large homes, but they need somewhere to store RVs and different things. They have enough property, but their house is very small.

Josh Danos said with these changes Gautier would still be the most restrictive city in Jackson County as far as allowing accessory structure square footage.

Commissioner Ward asked if the definition of accessory structure still remains the same as far as swimming pools, and everything else having to be allotted in that allotment.

Mr. Ankerson said yes, with the exception of swimming pools. He said he has never included swimming pools when considering the allowance for accessory structures because in his opinion what you are trying to mitigate are storm water issues. You are trying to mitigate covering the lot with impervious surfaces. A swimming pool doesn't do that, it will actually collect a certain amount of storm water. Mr. Ankerson said they are accessory structures, but they are the only accessory structures he does not include when he adds all accessory structures together to figure lot coverage.

Chairman Jamison asked if it mattered if the pool was above or below ground.

Mr. Ankerson said it did not.

There were none in attendance speaking in opposition of the proposed amendments.

ACTION TAKEN:

Commissioner Ward made a motion to recommend that City Council approve the amendments to the UDO as presented.

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

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

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

September 7, 2023

Text Change

UDO Amendment

VII. NEW BUSINESS

2. CONSIDER A REQUEST TO AMEND THE UDO TO REFLECT TEXT CHANGES TO SECTION 5.4.4 (F) R-1, LOW DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT, MAXIMUM LOT COVERAGE AND TO TABLE 7 INTENSITY AND DIMENSIONAL STANDARDS (CITY INITIATED) (GPC #23-29-UDO)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: August 29, 2023

Subject: Consider a request to amend the UDO to reflect text changes to Section 5.4.4 (F) R-1, Low Density Single-Family Residential District, Maximum Lot Coverage, and to Table 7 Intensity and Dimensional Standards. (City Initiated) (GPC #23-29-UDO)

REQUEST:

The Planning Director has requested an amendment to the Unified Development Ordinance (UDO) pursuant to Section 4.20, that would increase the maximum lot coverage for principal structures and accessory structures in an R-1 Low Density Single-Family Residential District.

BACKGROUND:

The Unified Development Ordinance (UDO) currently allows the maximum lot coverage in an R-1 Low Density Single-Family Residential District to be twenty-five (25) percent for the principal structure and accessory structures. Accessory structures shall not exceed twenty (20) percent of the rear lot area or fifty (50) percent of the principal structure area, whichever is less.

DISCUSSION:

The City of Gautier's Unified Development Ordinance (UDO) currently allows the maximum lot coverage in an R-1 Low Density Single-Family Residential District to be twenty-five (25) percent for the principal structure and accessory structures. Accessory structures shall not exceed twenty (20) percent of the rear lot area or fifty (50) percent of the principal structure area, whichever is less. The Planning Director requests that an amendment be made to the UDO that would increase the allowed maximum lot coverage in an R-1 District.

The Planning Director requests that the UDO Section 5.4.4 (F) reflect the following changes:

5.4.4 R-1, Low Density Single-Family Residential District

- F. **Maximum Lot Coverage**—~~Twenty-five (25)~~ **Thirty (30)** percent for the principal structure and accessory structures. Accessory structures shall not exceed ~~twenty (20)~~ **forty (40)** percent of the rear lot area or ~~fifty (50)~~ percent of the principal structure area, whichever is less.

Table 7- Intensity and Dimensional Standards in the UDO would also have to reflect the following change:

Zoning District	Min. Lot Area (sq. ft.)	Min. Lot Width	Maximum Building Height			Setbacks			Maximum Density (units per acre)			Maximum Floor Area Ratio			Max % of area covered on lot		
			*Tier 1	Tier 2	Tier 3	Front	Side	Rear	*Tier 1	Tier 2	Tier 3	*Tier 1	Tier 2	Tier 3	*Tier 1	Tier 2	Tier 3
AG	20,000 SF	100	35	N/A	N/A	50	20/35	25	none	N/A	N/A	N/A	N/A	N/A	15	N/A	N/A
R-E	43,560	150	35	N/A	N/A	50/35	20/35	35	none	N/A	N/A	N/A	N/A	N/A	20	N/A	N/A
R-1	9,600	80	35	N/A	N/A	25/35	10/25/35	25	none	N/A	N/A	N/A	N/A	N/A	25-30	N/A	N/A
R-1A	7,200/10,000	60	35	N/A	N/A	25	10/25	25	none	N/A	N/A	N/A	N/A	N/A	30	N/A	N/A
	9,600	90	35	N/A	N/A	25	10/25/35	25	none	N/A	N/A	N/A	N/A	N/A	30	N/A	N/A
R-2	9,600 +2,000 per du	80	35	45	60	25	25	25	15 du	18 du	24 du	N/A	N/A	N/A	30	40	50
R-3 (Modular Home Sub.)	3 acres total 5,000 lot	40	20	N/A	N/A	19	5/19	5/19	none	N/A	N/A	N/A	N/A	N/A	N/A	N/A	30
R-3 (Mobile Home Park)	3 acres total 5,000 lot	35	20	N/A	N/A	15	7	10	8 du	10 du	N/A	N/A	N/A	N/A	N/A	N/A	N/A
C-1	None	100	15	25	35	25/15	15/35/40	15/25/35	none	N/A	N/A	N/A	N/A	N/A	75	80	80
C-2	None	100	25	30	35	40/25	15/35	0/35	none	N/A	N/A	N/A	N/A	N/A	75	80	85
C-3	None	None	35	45	60	40/25	15/35/40	0/35	none	N/A	N/A	N/A	N/A	N/A	75	80	85
I	20,000	100	60	N/A	N/A	40	15/40/80/30	25/80/40	none	N/A	N/A	N/A	N/A	N/A	none	N/A	N/A
PL	43,560 total 30,000	80	45	N/A	N/A	same as adjacent zoning	same as adjacent zoning	same as adjacent zoning	none	N/A	N/A	N/A	N/A	N/A	65	N/A	N/A

STAFF FINDINGS:

Staff finds that the Planning Director's request for an amendment to the UDO to increase the maximum lot coverage for principal structures and accessory structures in an R-1 Low Density Single-Family Residential District is a relevant amendment which coincides with the needs of this district. These needs have been accessed by considering the number of variances applied for and approved in this district along with the trending increase in the size of residential structures, including homes and accessory structures, being built in general. Staff feels that this increase in allowed lot coverage will meet these needs, not negatively affect the character of the district, and continue to allow for the necessary green space and pervious surface needed for the aid of mitigating stormwater run-on/run-off.

RECOMMENDATIONS:

Staff recommends that Planning Commission recommend the approval of the UDO amendment as presented.

Planning Commission may:

1. Recommend that City Council approve the UDO Amendment;
2. Recommend that City Council approve the UDO Amendment with changes; or
3. Recommend that City Council deny the UDO Amendment.

ATTACHMENTS:

1. UDO Excerpt with proposed changes

PROPOSED
Section 5.4.4 (F)

5.4.4 R-1, Low Density Single-Family Residential District

- F. Maximum Lot Coverage**—~~Twenty five (25)~~ **Thirty (30)** percent for the principal structure and accessory structures. Accessory structures shall not exceed ~~twenty (20)~~ **forty (40)** percent of the rear lot area or ~~fifty (50)~~ percent of the principal structure area, ~~whichever is less.~~

Table 7. Intensity and Dimensional Standards

*Note: A standard development not utilizing Tiered System Incentives = Tier 1

Zoning District	Min. Lot Area (sq. ft.)	Min. Lot Width	Maximum Building Height			Setbacks			Maximum Density (units per acre)			Maximum Floor Area Ratio			Max % of area covered on lot		
			*Tier 1	Tier 2	Tier 3	Front	Side	Rear	*Tier 1	Tier 2	Tier 3	*Tier 1	Tier 2	Tier 3	*Tier 1	Tier 2	Tier 3
AG	20,000 SF	100	35	N/A	N/A	50	20/35	25	none	N/A	N/A	N/A	N/A	N/A	15	N/A	N/A
R-E	43,560	150	35	N/A	N/A	50/35	20/35	35	none	N/A	N/A	N/A	N/A	N/A	20	N/A	N/A
R-1	9,600	80	35	N/A	N/A	25/35	10/25/35	25	none	N/A	N/A	N/A	N/A	N/A	25	30	N/A
R-1A	7,200/10,000	60	35	N/A	N/A	25	10/25	25	none	N/A	N/A	N/A	N/A	N/A	30	N/A	N/A
	9,600	90	35	N/A	N/A	25	10/25/35	25	none	N/A	N/A	N/A	N/A	N/A	30	N/A	N/A
R-2	9,600 +2,000 per du	80	35	45	60	25	25	25	15 du	18 du	24 du	N/A	N/A	N/A	30	40	50
R-3 (Modular Home Sub.)	3 acres total 5,000 lot	40	20	N/A	N/A	19	5/19	5/19	none	N/A	N/A	N/A	N/A	N/A	N/A	N/A	30
R-3 (Mobile Home Park)	3 acres total 5,000 lot	35	20	N/A	N/A	15	7	10	8 du	10 du	N/A	N/A	N/A	N/A	N/A	N/A	N/A
C-1	None	100	15	25	35	25/15	15/35/40	15/25/35	none	N/A	N/A	N/A	N/A	N/A	75	80	80
C-2	None	100	25	30	35	40/25	15/35	0/35	none	N/A	N/A	N/A	N/A	N/A	75	80	85
C-3	None	None	35	45	60	40/25	15/35/40	0/35	none	N/A	N/A	N/A	N/A	N/A	75	80	85
I	20,000	100	60	N/A	N/A	40	15/40/80/30	25/80/40	none	N/A	N/A	N/A	N/A	N/A	none	N/A	N/A
PL	43,560 total 30,000	80	45	N/A	N/A	same as adjacent zoning	same as adjacent zoning	same as adjacent zoning	none	N/A	N/A	N/A	N/A	N/A	65	N/A	N/A

*Note: A standard development not utilizing Tiered System Incentives = Tier 1

Councilman Gollott made the motion to enter into a Memorandum of Understanding (MOU), as presented, with the Mississippi Office of Homeland Security to accept Mississippi Office of Homeland Security (MOHS) funding for the Gautier Fire Department for equipment purchases, in an amount not to exceed \$21,500. Councilman Jackson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 399-2023

WHEREAS, the U.S. Department of Homeland Security (DHS) is providing \$1.12 billion to enhance the ability of state, local, tribal, and territorial governments to prevent, prepare for, protect against, and respond to potential terrorist acts and other hazards; and

WHEREAS, the Gautier Fire Department was awarded \$21,500 in MOHS funding for equipment purchase of an air bag rescue kit, rescue jack set, and glass cutter; and

WHEREAS, a Memorandum of Understanding with the Mississippi Office of Homeland Security is required before the funding for the Gautier Fire Department equipment purchase will be provided; and

WHEREAS, the Mayor and Council Members hereby find that entering into this Memorandum of Understanding is in the best interest of the City.

IT IS HEREBY ORDERED by the Mayor and Member of the Council of the City of Gautier, Mississippi, that entering the attached Memorandum of Understanding (MOU) with the Mississippi Office of Homeland Security 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 made by **Councilman Gollott**, seconded by **Councilman Anderson**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants & Projects Director
Date: September 27, 2023
Subject: MOHS – Mississippi Office of Homeland Security FY23 Grant Acceptance-
Gautier Fire Department

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a Memorandum of Understanding with the Mississippi Office of Homeland Security to accept MOHS funding for the Gautier Fire Department for equipment purchase in an amount not to exceed \$21,500.

BACKGROUND:

In Fiscal Year (FY) 2023, the U.S. Department of Homeland Security (DHS) is providing \$1.12 billion to enhance the ability of state, local, tribal, and territorial governments to prevent, prepare for, protect against, and respond to potential terrorist acts and other hazards.

DHS/FEMA determined (6) national priorities should be addressed by allocating a specific percentage of funds to each of the listed areas, for a total of thirty (30) percent of total funds: Cybersecurity; Soft Target/Crowded Places; Information and Intelligence Sharing and Cooperation Investment Justification; Combating Domestic Violent Extremism; Community Preparedness and Resilience; and Election Security.

DISCUSSION:

The Gautier Fire Department was awarded \$21,500 in MOHS funding for the equipment purchase of an air bag rescue kit, rescue jack set, and glass cutter. This life-saving equipment will allow the GFD to respond to and mitigate incidents on major roadways/rail systems/entertainment venues. It will allow the GFD to stabilize and/or lift vehicles from passenger cars, buses, tractor-trailers/18-wheelers, and rail cars. The equipment would allow the GFD to treat patients more efficiently and more safely if a terror event were to take place. This equipment can also be adapted to stabilize structures and lift rubble from people in such situations.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a Memorandum of Understanding with the Mississippi Office of Homeland Security to accept (MOHS) funding for the Gautier Fire Department equipment purchase in an amount not to exceed \$21,500.

The City Council may:

1. Approve acceptance of the grant award and authorize entering into a Memorandum of Understanding as presented; or
2. Not approve acceptance of the grant award as presented.

ATTACHMENT(S):



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

MISSISSIPPI OFFICE OF HOMELAND SECURITY HOMELAND SECURITY GRANT PROGRAM SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: Gautier Fire Department

Project Title: Homeland Security Grant Program

Grant Period: 9/1/2023 – 8/31/2023

Date of Award: 9/1/2023

Total Amount of Award: \$21,500

Grant Number: 23HS192

In accordance with the provisions of Federal Fiscal Year 2023 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2023-SS-00007-S01**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **November 1, 2023**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Signature of Authorized Signatory Official



9/27/23

Signature of MOHS Executive Director/SAA

MISSISSIPPI OFFICE OF HOMELAND SECURITY



FY23 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

FY23 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

1. Sub-Recipient's Name:
Gautier Fire Department

Mailing Address:
3330 Hwy 90
Gautier, MS 39553

Telephone Number:
228.497.8000 ext. 315

E-Mail: astennett@gautier-ms.gov

2. Effective Date of Grant: September 1, 2023

3. Sub-Recipient Grant Number: 23HS192

4. Grant Identifier (Funding Source & Year):
EMW-2023-SS-00007-S01

5. Period of Performance: Start and End Dates:
September 1, 2023-August 31, 2024

6. Subgrant Payment Method:
☒ Cost Reimbursement Method

7. CFDA # - 97.607- Homeland Security
Grant Program

8. UEI # -

9. Congressional District: 4th

10. FAIN #: 646000779

11. Initial Federal Award
Date: September 1, 2023

12. Federal Awarding Agency:
Homeland Security (800)368-6498

13. Research and Development Grant:
☐ Yes ☒ No

14: Indirect Cost Rate
Charged: \$0.00

15. The following grant funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS	C. MATCH	D. RATIO%
(1) Personal Services-Salary		(1) Federal \$21,500	\$0.00	100%
(2) Personal Services-Fringe		(2) State \$0.00	\$0.00	0%
(3) Contractual Services		(3) Local \$0.00	\$0.00	0%
(4) Travel/Training		(4) Other \$0.00	\$0.00	0%
(5) Equipment	\$20,675	Total: \$21,500	\$0.00	100%
(6) Commodities/Supplies	\$825	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:		
(7) Other		Number of	FY20	FY21
		Grants:		FY22
TOTAL	\$21,500	TOTAL:	\$0.00	\$0.00
			\$0.00	\$0.00

The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; Agreement of Understanding and Compliances, and all required documentation.

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.

14. Approval from Grantee:

15. Approval from Sub-Recipient:


Signature

9/27/23
Date


Signature


Date

Name: Baxter Kruger
Title: MOHS Executive Director/SAA

Name:
Title: Authorized Signatory Official

FY23 HOMELAND SECURITY GRANT PROJECT DESCRIPTION

The Mississippi Office of Homeland Security Grant Program (HSGP) is provided by Federal grant funds to assist local, state, and tribal efforts in obtaining the resources required to support the National Preparedness Goal, mission areas and core capabilities to build a culture of preparedness. All grant programs funded will help the State of Mississippi in the prevention, preparation, protection, and response to acts of terrorism.

These efforts will be coordinated through the grants and operation programs, along with training and exercises developed during the grant year. All programs will utilize risk assessments, data, and community knowledge to target and deploy resources that are community and state-wide threats and hazards.

FY23 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES

PROJECT:

Establish and enhance terrorism intelligence to include, but not limited to an early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components and agencies to prevent, protect against, respond to, and recover from Weapons of Mass Destruction (WMD) and/or Terrorism incidents and attacks.

OBJECTIVES:

Provide intelligence gathering and information sharing capabilities to 50% of local jurisdictions within three (3) years after approval of state strategy.

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

OBJECTIVES:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within three (3) years after approval of state strategy.

Improve the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within three (3) years of the approval of the state strategy.

FY23 PROGRAM MILESTONE SCHEDULE

The program milestone schedule is intended to provide the Sub-Recipient, a proposed list of planned activities, implementation dates, for the implementation of the grant. Program milestones will be provided in the Sub-Recipient's quarterly reporting, as when the milestone should be completed.

1st QUARTER (SEPTEMBER, OCTOBER & NOVEMBER)

- Completed Environmental Historic Preservation Form and submit to MOHS (If required). Please include the EHP form and photographs of the outside of the building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not completed.
- Complete Cyber-Security Assessment required questions and return completion form to MOHS.
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during the 1st quarter for the grant year.
- Begin preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS December 15th.
- Send the full Grant Agreement with authorized signatory signatures to MOHS.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

2nd QUARTER (DECEMBER, JANUARY & FEBRUARY)

- Submit 1st Quarter Report to MOHS. Due December 15.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 2nd Quarter Report. (December 1-February 28). Due to MOHS March 15.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

3RD QUARTER (March, April & May)

- Submit 2nd Quarter Report to MOHS. Due March 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 3rd Quarter Report. (March 1-May 31). Due to MOHS June 15th.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

FY23 PROGRAM MILESTONE SCHEDULE

4th QUARTER (June, July, and August)

- Submit 3rd Quarter Report to MOHS. Due June 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 4th Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

CLOSEOUT (September 1-October 1)

- Submit 4th Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Prepare Closeout Documents and submit to MOHS. Due October 15th.
- Assess and review program's threats, hazards, core capabilities and needs.

FY23 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: Gautier Fire Department				
2. Sub-Recipient Grant Number: 23LE192		3. Grant ID: FY23 HSGP	4. Beginning: September 1, 2023	5. Ending: August 31, 2024
6. Activity: Homeland Security Grant Program				
7. Category & Line Item		8. Description of item and/or Basis for Valuation	9. Budget	
			Federal	All Other
				Total
Personal Services-Salary				\$0.00
Personal Services-Fringe				\$0.00
Contractual Services				\$0.00
Travel/Training				\$0.00
Equipment		Air Bag Rescue Kit @ \$5,275 Rescue Jack set @ \$15,400	\$20,675	\$0.00
Commodities/Supplies		Glass Cutter (1) @ \$825	\$825	\$0.00
Other:				\$0.00
TOTALS			\$21,500	\$0.00

MISSISSIPPI OFFICE HOMELAND SECURITY GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

This Grant Agreement (GA) is made and entered into by and between the State of Mississippi by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security, hereto referred to as State, and governmental unit or agency named in this Agreement, hereinafter referred to as Sub-Recipient.

Section 2002 of the Homeland Security Act of 2023 and the Department of Homeland Security Appropriation Act, 2021, as amended, provides federal funds to the State for approved homeland security projects for the purpose of enhancing, the ability of state, local, tribal, and territorial governments, as well as non-profits, to prevent, protect against, respond to, and recover from terrorist attacks, and

The State may make said funds available to state, local, tribal, and territorial governments, as well as non-profits entities upon application and approval from the State and Homeland Security, and

The Sub-Recipient must comply with all requirements listed herein, to be eligible for federal funds in approved homeland security projects, and

Now, therefore in consideration of mutual promises and other consideration, the parties agree as follows:

Federal Terms and Conditions:

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2023 Department of Homeland Security Standard Terms and Conditions, can be found at: <https://www.dhs.gov/sites/default/files/2023-01/FY%202023%20DHS%20Terms%20and%20Conditions%20Version%202%20Dated%20November%2029%202023.pdf#:~:text=The%20Fiscal%20Year%20%28FY%29%202023%20DHS%20Standard%20Terms,right%20to%20seek%20judicial%20enforcement%20of%20these%20obligations>.

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulation

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. Ensuring the Future is Made in All of America by All of America's Workers

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in

accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part FY 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure

are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXVI. Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; Drug-Free Workplace Requirements; Procurement; Organizational and Financial Requirement; following Sub-Recipient Procedures: Disclosures: Disclosure of Information and Conflict of Interest

Sub-Recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-Recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and

Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State determines to award the covered transaction, grant, or other agreement.

1. Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them 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; 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods

or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. Drug-Free Workplace

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy.
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Subrecipient's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. Procurement:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms reused when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. Organizational and Financial Requirement

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
 - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.
 - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
 - a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.
 - b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 42 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - c. Provides information for planning, control, and evaluation of direct and indirect costs.
 - d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.
3. Notification of Organizational Changes Required:
 - a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
 - i. having new or substantially changed systems
 - ii. having new compliance personnel
 - iii. loss of license or accreditation to operate program
 - iv. organizational restructuring

6. Following Subrecipient Procedures:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient’s payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or

Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

- (a) 2 CFR 200 § 302 Financial Management

7. Disclosure of Information:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. Conflict of Interest

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.
2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

9. Prohibition on certain telecommunications and video surveillance services or equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain.
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

FEMA Standard Terms and Conditions

FISCAL YEAR 2023 FEMA STANDARD TERMS AND CONDITIONS

[<https://www.fema.gov/fact-sheet/fiscal-year-2023-fema-standard-terms-and-conditions>]

Release Date: Mar 8, 2023

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY 2023. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY 2023.

1. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website [<https://www.fema.gov/grants/guidance-tools/environmental-historic>]. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

2. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

3. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

4. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

5. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308 [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>].

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) [<https://www.grants.gov/forms/post-award-reporting-forms.html>] you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

6. Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.211>] requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Mississippi Office of Homeland Security Terms and Conditions:

1. Sub-Recipient must comply with the rules and regulations of 2 CFR 200.
2. Sub-Recipients are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
3. Sub-Recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
4. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for **twelve (12) months** during the year of equipment purchase only.
5. Position descriptions are required for each person to be paid with grant funds and an organizational chart identifying grant funded position(s).
6. A physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years.
7. The MOHS requires that property and equipment acquired with grant funds be tagged and tracked using an inventory management system.
8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. To improve interoperability, all radios purchased under this grant should be APCO 25 compliant.
9. The designated representative certifies that he/she has legal signatory authority to receive assistance.
10. Sub-Recipients shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
11. Sub-Recipients shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative and the MOHS.
12. Sub-Recipient is aware of and shall comply with cost-sharing requirements, if applicable.
13. Sub-Recipient shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative and the MOHS.
14. Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS. Copies will be made available, as needed.
15. Sub-Recipient shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.

16. Sub-Recipient **shall return** to the State, within thirty (30) days of such request by the DPS Authorized Representative, any funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
17. Sub-Recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services.
18. Sub-Recipient shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 41 U.S.C Code §8103.
19. Sub-Recipient shall comply with all Federal and State statutes and regulations relating to non-discrimination.
20. Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
21. Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
22. Sub-Recipient shall not enter any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.
23. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the MOHS and/or the Department of Public Safety. Future Subrecipient for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.
24. Programmatic and Financial Reports: Program Reporting and Financial Reports are due within 15 days after each reporting quarter:

Grant Period	Quarter	Date Report is Due
September 1-November 30	1 st Quarter	December 15
December 1-February 28	2 nd Quarter	March 15
March 1-May 31	3 rd Quarter	June 15
June 1-August 31	4 th Quarter	September 15
Closeout	Closeout	October 15

25. The local Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published FEMA Authorized Equipment List (AEL) or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents.
26. The Authorized Signatory Official is responsible for committing to the terms of this GA, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this GA on behalf of the Sub-Recipient's jurisdiction.
27. The Sub-Recipient shall designate a Sub-Recipient public official as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the GA scope of work, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-Recipient to

Recipient for repayment. The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MOHS) via the Biannual Strategy Implementation Report (BSIR).

Funding Considerations:

28. It is mutually agreed that upon written application by Sub-Recipient and approval by State and FEMA (if applicable), State will obligate Federal funds to Sub-Recipient account for reimbursement of eligible expenditures as set forth in the application.
29. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed.
30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi Accountability System for Government Information and Collaboration (MAGIC), accounting system.
31. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
32. No cost or obligation shall be incurred by the Recipient under this GA unless and until the Recipient advises the Sub-Recipient in writing that the Application and Award have been approved and funds are available.
33. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.
34. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in the current annual jurisdictional budget must be accompanied by supporting documentation.
35. Quarterly Request for Reimbursement and other required financial reports will be submitted to the Recipient with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as personnel, supplies, etc. has been paid for in full by Sub-Recipient with supporting documentation.

Maintenance, Replacement costs and Use of Equipment, Sell & Disposal

36. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such an event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.
37. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
38. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
39. Each Sub-Recipient of federal grant funds must have a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).

40. All equipment awarded in this grant agreement **must be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
41. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
42. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
43. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
44. Adequate maintenance procedures must be developed to keep the property in good working condition.
45. If the Sub-Recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
46. Costs for equipment items are allowable only as part of a comprehensive program effort.
47. Equipment purchased under the terms of this GA will be stored, maintained, and used in accordance with the purpose and objectives of this Grant Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the Sub-Recipients.
48. Instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants /Grant Forms).

Non-performance of Grant Activities

49. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.
50. Failure to expend all grant funds awarded (by date stated on Award Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds.
51. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Administrative Provisions

52. The *Recipient* and *Sub-Recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

Audit Requirements

53. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.
- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.
- (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to

for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Monitoring

54. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all subrecipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purpose of determining the appropriate level of sub-recipient monitoring.
55. Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the Sub-Recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the Sub-Recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the Sub-Recipient regarding the management decision, as required by 2 CFR 200.521. If the Sub-Recipient has not completed corrective action, a timetable follow-up will be given.
56. The MOHS will contact Sub-Recipient(s) for additional information as needed and determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution. Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Intelligence Sharing:

57. Sub-Recipients will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (FUSION). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.
58. Any agency or organization that accepts Homeland Security Grant Funding (HSGP) from MOHS agrees to share threat data with MOHS and MSAIC for use in Threat Analysis Reporting. This includes routine reporting designated by the MS Information Liaison Officer (MILO) Program Coordinator and situational reporting for events that have a Terrorism/Critical Infrastructure/Gangs nexus.
59. Usage of Homeland Security Grant Program (HSGP)Funding for the purchase of License Plate Reader (LPRs) must allow for access to the data of equipment in question by request from MOHS agents or MSAIC analysts and be sharable to other members of the agency's regional fusion center (if applicable).

Other Provisions

60. This agreement is not intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
61. Sub-Recipient is required to ensure that grant monies are used to support all Emergency Service-related agencies and departments, specifically law enforcement, fire, and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.

62. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within thirty (30) days of completion of the project.
63. Sub-Recipient delinquent in submitting reimbursements, quarterly/progress reports, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period of performance, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
64. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

As the Authorized Official for, _____ (Sub-Recipient), I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Signatory Official) have signed, dated, and fully executed the Grant Agreement.

Therefore, the Agency I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

SUB-RECIPIENT:

ATTESTS:

Authorized Signatory Official's Signature:
(Sub-Recipient)

Date:

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number: _____

APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY

By: 
Executive Director/SAA
Mississippi Office of Homeland Security

Date: 9/27/23

Councilman Gollott made the motion to enter a Memorandum of Understanding (MOU), as presented, with the Department of Justice to accept JustGrant Cops Office Technology and Equipment funding for the Gautier Police Department for equipment purchase in an amount not to exceed \$510,000. Councilman Jackson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 400-2023

WHEREAS, COPS Office Technology and Equipment Program (TEP) is designed to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime; and

WHEREAS, the Gautier Police Department was awarded \$510,000 in DOJ JustGrant funding for equipment purchases; and

WHEREAS, a Memorandum of Understanding with the Department of Justice (DOJ) JustGrant is required before the funding for the Gautier Police Department equipment purchase in an amount not to exceed \$510,000 can be accepted; and

WHEREAS, the Mayor and Council Members hereby find that entering into this Memorandum of Understanding is in the best interest of the City.

IT IS HEREBY ORDERED by the Mayor and Member of the Council of the City of Gautier, Mississippi, that entering into a Memorandum of Understanding (MOU) with the Department of Justice (DOJ) JustGrant 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 made by **Councilman Gollott**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants & Projects Director
Date: September 27, 2023
Subject: DOJ JustGrant Grant Acceptance- Cops Office Technology and Equipment Program - Gautier Police Department

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a Memorandum of Understanding with the Department of Justice to accept JustGrant Cops Office Technology and Equipment funding for the Gautier Police Department for equipment purchase in an amount not to exceed \$510,000.

BACKGROUND:

The FY 2023 COPS Office Technology and Equipment Program (TEP) is designed to develop and acquire effective equipment, technologies, and interoperable communications that assist in responding to and preventing crime.

The Office of Community Oriented Policing Services (COPS Office) is the component of the U.S. Department of Justice responsible for advancing the practice of community policing by the nation's state, local, territorial, and tribal law enforcement agencies through information and grant resources. The COPS Office has been appropriated more than \$20 billion to advance community policing, including grants awarded to more than 13,000 state, local and tribal law enforcement agencies to fund the hiring and redeployment of more than 136,000 officers. COPS Office information resources, covering a wide range of community policing topics such as school and campus safety, violent crime, and officer safety and wellness.

DISCUSSION:

The Gautier Police Department was awarded \$510,000 in DOJ JustGrant funding for equipment purchases. The funding will increase the community policing capacity, and crime prevention efforts, and improve police effectiveness and the flow of information among law enforcement agencies, and local government service providers in the communities they serve.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a Memorandum of Understanding with the Department of Justice (DOJ) JustGrant funding for the Gautier Police Department equipment purchase in an amount not to exceed \$510,000.

The City Council may:

1. Approve acceptance of the grant award and authorize entering into a Memorandum of Understanding as presented; or
2. Not approve acceptance of the grant award as presented.

ATTACHMENT(S):

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 401-2023

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2023.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RJ YOUNG COMPANY LLC	233783	10/03/2023	09/20/2023			470.88	
	Account Number 001-092-698	Description GSHZ00-01 RENTAL FEE		Invoice # INV6530081	Date 09/14/2023	P.O.	Amount	470.88
001	SPARKLIGHT	233784	10/03/2023	09/20/2023			136.51	
	Account Number 001-100-699	Description SEP 2023:POLICE #107718371		Invoice # 09062023	Date 09/06/2023	P.O.	Amount	136.51
001	SPARKLIGHT	233785	10/03/2023	09/20/2023			71.37	
	Account Number 001-100-699	Description SEP 2023:CBL BOX#118476316		Invoice # 09082023	Date 09/08/2023	P.O.	Amount	71.37
001	GLOBALSTAR	233786	10/03/2023	09/20/2023			101.46	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 0057251163	Date 09/16/2023	P.O.	Amount	101.46
001	FUELMAN	233789	10/03/2023	09/20/2023			4,903.56	
	Account Number 001-090-525	Description UNL FUEL		Invoice # NP65095173	Date 09/18/2023	P.O.	Amount	250.70
	001-100-525	UNL FUEL		NP65095173	09/18/2023			3,492.19
	001-161-525	UNL&DSL FUEL		NP65095173	09/18/2023			767.26
	001-170-525	UNL FUEL		NP65095173	09/18/2023			351.65
	001-205-525	UNL FUEL		NP65095173	09/18/2023			41.76
001	AT&T	233817	10/03/2023	09/22/2023			4,312.23	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 2284978000	Date 08/14/2023	P.O.	Amount	4,312.23
001	BAYVIEW PET MEDICAL AND DENTAL CENTER	233829	10/03/2023	09/25/2023			822.00	
	Account Number 001-100-514	Description WELLNESS CK & VACCS: HANK		Invoice # 243571	Date 08/09/2023	P.O.	Amount	157.00
	001-100-514	EAR CYTOLOGY,MEDS: HANK		243571	08/09/2023			264.00
	001-100-514	2.6 PROHEART 12>80 LBS: HANK		243573	08/09/2023			299.00
	001-100-514	RECHECK EAR CYTOLOGY: HANK		243838	08/23/2023			102.00
001	LAWN CARE NEAR ME LLC	233830	10/03/2023	09/25/2023			900.00	
	Account Number 001-092-520	Description FLOWER BED MAINT: HWY 90		Invoice # INV-000169	Date 09/22/2023	P.O.	Amount	900.00
001	WRIGHT WARD HATTEN & GUEL PLLC	233831	10/03/2023	09/25/2023			34,000.00	
	Account Number 001-092-600	Description FY 2022 AUDIT		Invoice # 3667	Date 09/19/2023	P.O.	Amount	34,000.00
001	CARLA TODD	233832	10/03/2023	09/25/2023			120.00	
	Account Number 001-022-660	Description FY 2023 CSC MTGS (12)		Invoice # 09202023	Date 09/20/2023	P.O.	Amount	120.00

Docket of Claims
Release date from 10/03/2023 thru 10/03/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DOROTHY D SHAW	233833	10/03/2023	09/25/2023			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	FY 2023 CSC MTGS (10)		09202023	09/20/2023			100.00
001	JESSICA ANTIONETTE RILEY CRAIG	233834	10/03/2023	09/25/2023			75.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	NTL ANTHEM: OPENING CEREMONY		0001	05/30/2023			75.00
001	COURTNEY MOSLEY	233835	10/03/2023	09/25/2023			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	DJ SERVS: FB OPENING CEREMONY		001	06/25/2023			150.00
001	AGJ SYSTEMS & NETWORKS INC	233836	10/03/2023	09/25/2023			7,728.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	OCT 2023: MSP COMPLETE CARE		MSP-108163	10/01/2023			6,200.00
	001-092-606	OCT 2023: MS365 EXC (83)		108243	10/01/2023			415.00
	001-092-606	OCT 2023: MS365 BUS (34)		108243	10/01/2023			459.00
	001-092-606	OCT 2023: LITIGATN HOLD (18)		108243	10/01/2023			54.00
	001-092-606	BACKUP SERVER(2): DIS RECVRY		108264	10/01/2023			600.00
001	DELTA COMPUTER SYSTEMS INC	233837	10/03/2023	09/25/2023			665.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	OCT 2023 ACCT SOFTWARE MAINT		DHLMN11270	10/01/2023			470.00
	001-092-606	OCT 2023 PRIV LIC SW MAINT		DHLMN11271	10/01/2023			195.00
001	LEADSONLINE LLC	233838	10/03/2023	09/25/2023			3,389.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	TOTALTRACK PKG 10/1-9/30/24		406881	08/15/2023			3,389.00
001	IDENTI-KIT SOLUTIONS	233839	10/03/2023	09/25/2023			408.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANNUAL SOFTWARE LICENSE		107463	09/01/2023			408.00
001	GULF REGIONAL PLANNING COMMISSION	233840	10/03/2023	09/25/2023			8,477.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-643	FY 2024 MPO-MGC FUNDING		MPO FY2024	07/17/2023			8,477.00
001	MS MUNICIPAL LEAGUE	233841	10/03/2023	09/25/2023			8,009.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-682	FY 2024 MML MEMBER DUES		37130	10/02/2023			8,009.60
001	JUSTIN M FREMIN	233842	10/03/2023	09/25/2023			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM ADV: VEH EXT-RESCUE		10092023	08/18/2023			100.00
001	SPECIAL RISK INSURANCE COMPANY	233843	10/03/2023	09/25/2023			1,424.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	RENEWAL: RESERVE ACCIDENT INS		84867	08/31/2023			1,424.00

		Docket of Claims							
		Release date from 10/03/2023 thru 10/03/2023							
Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved	
001	TYLER TECHNOLOGIES INC	233844	10/03/2023	09/25/2023			1,391.03		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	001-090-698	E-GOV SERVER SAS FEE		025-434796	09/01/2023			927.35	
	001-090-698	E-GOV IPAD SAS FEE		025-434796	09/01/2023			463.68	
001	KEITH ELIJAH SMITH	233861	10/03/2023	09/26/2023			420.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	001-170-502	REFEREE FB GAME (2)		09122023	09/26/2023			70.00	
	001-170-502	REFEREE FB GAME		09132023	09/26/2023			35.00	
	001-170-502	REFEREE FB GAME (5)		09162023	09/26/2023			175.00	
	001-170-502	REFEREE FB GAME (2)		09192023	09/26/2023			70.00	
	001-170-502	REFEREE FB GAME (2)		09232023	09/26/2023			70.00	
001	COR'DARIUS BURNSIDE	233862	10/03/2023	09/26/2023			150.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	001-170-502	REFEREE FB GAME (5)		09162023	09/26/2023			150.00	
001	KALAN HAMPTON	233863	10/03/2023	09/26/2023			210.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	001-170-502	REFEREE FB GAME (5)		09162023	09/26/2023			150.00	
	001-170-502	REFEREE FB GAME (2)		09192023	09/26/2023			60.00	
001	TERRELL SUTTON	233864	10/03/2023	09/26/2023			210.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	001-170-502	REFEREE FB GAME (5)		09162023	09/26/2023			150.00	
	001-170-502	REFEREE FB GAME (2)		09232023	09/26/2023			60.00	
001	PITNEY BOWES GLOBAL FINANCIAL SERVS	233870	10/03/2023	09/26/2023			537.54		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	001-092-698	LEASE PMT: POSTAGE MACHINE		3318056574	09/20/2023			537.54	
001	MEEDIE F LIEB	233872	10/03/2023	09/27/2023			75.00		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	001-170-502	ALTER CHEER UNIFORM (8)		101	09/27/2023			70.00	
	001-170-502	MATERIALS		101	09/27/2023			5.00	
001	HUB INTERNATIONAL GULF SOUTH	233873	10/03/2023	09/27/2023			251,686.77		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	001-092-625	COMMERCIAL PROPERTY-EQUIP		3344096	09/26/2023			226,981.77	
	001-092-625	BOAT COVERAGE-RENEWAL		3345318	09/26/2023			2,705.00	
	001-092-625	AGENCY SERVICES/CONSULTING		3344124	09/26/2023			22,000.00	
001	SHERRY FARABEE	233875	10/03/2023	09/27/2023			120.52		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	001-040-681	TRAVEL REIMB: MILEAGE 184		09222023	09/26/2023			120.52	
001	FUELMAN	233876	10/03/2023	09/27/2023			4,486.78		
	Account Number	Description		Invoice #	Date	P.O.	Amount		
	001-100-525	UNL FUEL		NP65122771	09/25/2023			3,275.24	
	001-161-525	UNL & DSL FUEL		NP65122771	09/25/2023			700.93	

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	233876	10/03/2023	09/27/2023			4,486.78	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-525	UNL FUEL		NP65122771	09/25/2023			439.36
	001-205-525	DSL FUEL		NP65122771	09/25/2023			71.25
001	SINGING RIVER ELECTRIC COOPERATIVE	233884	10/03/2023	09/27/2023			840.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		09222023	09/15/2023			468.13
	001-161-631	MARTIN BLUFF FD 58380001		09252023	09/19/2023			295.71
	001-201-629	SIGNAL LIGHTS 17546		09252023	09/19/2023			40.00
	001-092-631	CITY LIMIT SIGN 17546		09252023	09/19/2023			36.46
001	AT&T	233885	10/03/2023	09/27/2023			36.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC LINE MONITORING		2284970262	09/14/2023			36.34
001	RJ YOUNG COMPANY LLC	233886	10/03/2023	09/27/2023			121.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMG00-01 RENTAL FEE		INV6540327	09/20/2023			113.14
	001-161-698	ADMIN FEE		INV6540327	09/20/2023			8.00
001	GULF STATES DISTRIBUTORS	233890	10/03/2023	09/27/2023			1,760.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-587	CS 9MM 147GR G2 GDHP (4)		1452261-IN	09/21/2023	230237		1,760.00
001	SHERWIN-WILLIAMS COMPANY	233891	10/03/2023	09/27/2023			326.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-560	WHT SG EW 5GAL (5):FUEL TANKS		2320-2	09/18/2023	231291		242.95
	001-170-635	BLU LTX ULTRA GAL (2): BDAVIS		9742-5	09/15/2023	231288		84.04
001	TYLER RIDGDELL DBA	233896	10/03/2023	09/27/2023			4,975.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-520	LABOR ONLY: MULCH HWY 90 BEDS		23082384	09/27/2023	231284		4,975.00
001	STAPLES BUSINESS ADVANTAGE DEPT	ATL 233897	10/03/2023	09/27/2023			751.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-500	POP-UP NOTES 3X3 ASRT 12PK		3547078601	09/08/2023	231268		6.56
	001-090-559	4 DRAWER LEGAL FILE CABINET		3547078601	09/08/2023	231268		399.89
	001-090-500	REMAN HP 305A SY C/M/Y (2)		3547078601	09/08/2023	231268		237.38
	001-090-500	REMAN HP 305A SY BLK (2)		3547078601	09/08/2023	231268		107.38
001	SPORTABOUT	233901	10/03/2023	09/27/2023			211.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-509	SCRN PRINT GMYC TSHIRT (28)		10763	09/15/2023	231203		126.00
	001-170-502	GOLD TEE W/ GAUTIER CHEER (9)		10762	09/15/2023	231276		85.50
001	OMNI CHEER	233902	10/03/2023	09/27/2023			3,967.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	CONTENDER SHELL TOP SM (3)		3002677783	08/11/2023	231160		84.12
	001-170-502	CONTENDER SHELL TOP MD (10)		3002677783	08/11/2023	231160		280.40
	001-170-502	CONTENDER SHELL TOP LG (8)		3002677783	08/11/2023	231160		224.32
	001-170-502	CONTENDER SHELL TOP XS (5)		3002677783	08/11/2023	231160		140.20
	001-170-502	CONTENDER SHELL TOP SM (2)		3002677783	08/11/2023	231160		56.08

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	OMNI CHEER	233902	10/03/2023	09/27/2023			3,967.80	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	CONTENDER SHELL TOP MD (7)		3002677783	08/11/2023	231160	196.28	
	001-170-502	CONTENDER SHELL TOP LG (4)		3002677783	08/11/2023	231160	112.16	
	001-170-502	CONTENDER SHELL TOP 2XL (4)		3002677783	08/11/2023	231160	112.16	
	001-170-502	CONTENDER SKIRT XS (3)		3002677783	08/11/2023	231160	84.12	
	001-170-502	CONTENDER SKIRT SM (3)		3002677783	08/11/2023	231160	84.12	
	001-170-502	CONTENDER SKIRT MD (9)		3002677783	08/11/2023	231160	252.36	
	001-170-502	CONTENDER SKIRT LG (5)		3002677783	08/11/2023	231160	140.20	
	001-170-502	CONTENDER SKIRT XS		3002677783	08/11/2023	231160	28.04	
	001-170-502	CONTENDER SKIRT SM (6)		3002677783	08/11/2023	231160	168.24	
	001-170-502	CONTENDER SKIRT MD (3)		3002677783	08/11/2023	231160	84.12	
	001-170-502	CONTENDER SKIRT LG (9)		3002677783	08/11/2023	231160	252.36	
	001-170-502	CONTENDER SKIRT XL		3002677783	08/11/2023	231160	28.04	
	001-170-502	CONTENDER SKIRT 2XL (4)		3002677783	08/11/2023	231160	112.16	
	001-170-502	CONTENDER SKIRT XS		3002677783	08/11/2023	231160	28.04	
	001-170-502	HAIR BOW GOLD (45)		3002677783	08/11/2023	231160	229.05	
	001-170-502	ANKLET 2 STRIPE (30)		3002677783	08/11/2023	231160	127.20	
	001-170-502	ANKLET 2 STRIPE (15)		3002677783	08/11/2023	231160	63.30	
	001-170-502	CHASSE BRIEF XS (3)		3002677783	08/11/2023	231160	20.37	
	001-170-502	CHASSE BRIEF SM (6)		3002677783	08/11/2023	231160	40.74	
	001-170-502	CHASSE BRIEF MD (11)		3002677783	08/11/2023	231160	74.69	
	001-170-502	CHASSE BRIEF LG (7)		3002677783	08/11/2023	231160	47.53	
	001-170-502	CHASSE BRIEF SM (8)		3002677783	08/11/2023	231160	54.32	
	001-170-502	CHASSE BRIEF MD (5)		3002677783	08/11/2023	231160	33.95	
	001-170-502	CHASSE BRIEF LG (2)		3002677783	08/11/2023	231160	13.58	
	001-170-502	CHASSE BRIEF XL (3)		3002677783	08/11/2023	231160	20.37	
	001-170-502	CONTENDER SHELL TOP XS (2)		3002677783	08/11/2023	231160	56.08	
	001-170-502	YTH POM POM NAVY (45)		3002677783	08/11/2023	231160	359.55	
	001-170-502	YTH POM POM GOLD (45)		3002677783	08/11/2023	231160	359.55	
001	MUNICIPAL EMERGENCY SERVICES INC	233903	10/03/2023	09/27/2023			497.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	TAC PANT(2); BELT: WELLS		IN1924405	08/24/2023	230737	104.95	
	001-161-535	TAC PANT(2); SHORT(3): EDWARDS		IN1928996	09/01/2023	230737	260.95	
	001-161-535	TAC PANT(2); SHORT: DOSSETT		IN1936416	09/20/2023	230737	132.00	
001	MOONSHOT RECREATION LLC	233904	10/03/2023	09/27/2023			38.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	12" DRAIN CVR HDPE: GM PARK		23-0066	09/25/2023	231287	13.00	
	001-170-559	SHIPPING: GM SPLASH PAD		23-0066	09/25/2023	231287	25.00	
001	AMAZON CAPITAL SERVICE	233906	10/03/2023	09/27/2023			354.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	SL USB RECHG FLASHLIGHT (4)		1JG4W4LPWQ	09/24/2023	231308	127.96	
	001-205-560	32-OZ BLUE POND DYE (3)		1JG4W4LPWQ	09/24/2023	231308	74.91	
	001-090-559	HVY STL 4 WAY ROLLER BRACKET		1JG4W4LPWQ	09/24/2023	231308	23.99	
	001-090-559	50' RETRACT WTR/AIR HOSE REEL		1JG4W4LPWQ	09/24/2023	231308	42.71	
	001-205-560	4X POND CLEANER 32-OZ (3)		166Q3VQD34	09/25/2023	231312	74.91	
	001-090-559	RAYOVAC D BATT 6CT (1)		166Q3VQD34	09/25/2023	231312	9.73	

Docket of Claims
Release date from 10/03/2023 thru 10/03/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SITEONE LANDSCAPE SUPPLY LLC	233907	10/03/2023	09/27/2023			1,116.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-520	BROWN MULCH 2CU FT BAG (350)		134413134	09/15/2023	231217		1,116.50
001	AUDIOWAVE INC	233908	10/03/2023	09/27/2023			2,090.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-702	LABOR: INSTL EQUIP #11975		A57023	09/13/2023	231294		1,840.00
	001-100-702	SHOP SUPPLIES #11975		A57023	09/13/2023	231294		250.00
001	SEYMOUR ENGINEERING PLLC	233918	10/03/2023	09/27/2023			6,185.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-603	ENG DESIGN: LIFT STN UPGRADES		8886	09/26/2023			6,185.00
001	SEYMOUR ENGINEERING PLLC	233919	10/03/2023	09/27/2023			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-603	DESIGN: W&S MALL PROP		8887	09/26/2023			7,500.00
001	SPARKLIGHT	233925	10/03/2023	09/28/2023			230.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	OCT 2023:BACOT #135939403		10222023	10/22/2023			230.88
001	SPARKLIGHT	233926	10/03/2023	09/28/2023			95.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	OCT 2023:CFD #122024086		10222023	10/22/2023			95.41
001	SEYMOUR ENGINEERING PLLC	233927	10/03/2023	09/27/2023			720.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-603	BRIDGE INSPECTION: GRAVELINE		8889	09/26/2023			720.00
001	SPARKLIGHT	233929	10/03/2023	09/28/2023			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	OCT 2023:NFD #122024383		10222023	10/22/2023			85.46
001	SPARKLIGHT	233930	10/03/2023	09/28/2023			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	OCT 2023:SFD #122025091		10222023	10/22/2023			85.46
001	REYNOLDS WHOLESALE CO	233933	10/03/2023	09/27/2023			74.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	BROWN BAGS (105)		75386	09/26/2023			31.50
	001-170-512	ROLL 40 X 300 PLASTIC TC		75386	09/26/2023			16.00
	001-170-512	40PK KOOLAIJ JAMMERS (3)		75386	09/26/2023			27.45
001	JLC GARDENS LLC	233935	10/03/2023	09/28/2023			186.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-520	VINTAGE JADE DISTYLIUM 3G (12)		062257	09/27/2023	231282		186.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPORTABOUT	233936	10/03/2023	09/28/2023			140.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-512	CRUISIN TEES STAFF W/LOGO (7)		10848	09/27/2023	231227	70.00	
	001-170-512	CRUISIN TEES STAFF W/LOGO (3)		10848	09/27/2023	231227	33.00	
	001-170-512	CRUISIN TEES STAFF W/LOGO (2)		10848	09/27/2023	231227	24.00	
	001-170-512	CRUISIN TEES STAFF W/LOGO		10848	09/27/2023	231227	13.00	
001	MUNICIPAL EMERGENCY SERVICES INC	233937	10/03/2023	09/28/2023			124.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	SHORT (2): DOSSETT		IN1936390	09/20/2023	230737	124.95	
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	233938	10/03/2023	09/28/2023			172.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	GUILDAN SWEATSHIRT NVY (3)		27433	09/22/2023	231298	45.00	
	001-100-535	GUILDAN SWEAT PANT NVY (3)		27433	09/22/2023	231298	45.00	
	001-100-535	SPORT-TEK SHORT NVY (4)		27433	09/22/2023	231298	43.96	
	001-100-535	VINYL LETTERING (3)		27433	09/22/2023	231298	24.00	
	001-100-535	SHIPPING		27433	09/22/2023	231298	15.00	
FUND TOTAL	1 Claims	to	Checks	57 Total	368,339.21 Manual	Held	Total	368,339.21

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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	233917	10/03/2023	09/27/2023			6,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	002-655-603	CONSTRUCTION ADMIN 100%		8885	09/26/2023			6,000.00
FUND TOTAL	2 Claims	to	Checks	1 Total	6,000.00 Manual	Held	Total	6,000.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
003	SUNCOAST INFRASTRUCTURE INC	233867	10/03/2023	09/26/2023			8,516.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	003-726-763	CCTV/SMOKE TEST: SS MNS REHAB		3	09/15/2023			8,516.29
FUND TOTAL	3 Claims	to	Checks	1 Total	8,516.29 Manual		Held	Total 8,516.29

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	THE SOUTHERN CONNECTION POLICE SUPPLIES	233905	10/03/2023	09/27/2023			360.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	FLXRS TAC PANT #23858 (3)	27335	09/14/2023	231147		237.00	
	156-100-799	SHIPPING	27335	09/14/2023	231147		50.00	
	156-100-799	EMBROIDERY (4)	27335	09/14/2023	231147		40.00	
	156-100-799	SHIPPING	27335	09/14/2023	231147		15.00	
	156-100-799	PATCH SEWN ON (6)	27335	09/14/2023	231147		18.00	
FUND TOTAL 156 Claims	to	Checks	1 Total	360.00 Manual	Held	Total	360.00	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	AGJ SYSTEMS & NETWORKS INC	233939	10/03/2023	09/28/2023			19,445.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	DELL T550 TOWER SERVER		106725	07/27/2023	231055		15,564.27
	157-100-799	LABOR PACKAGE		108634	09/27/2023	231055		3,881.25
FUND TOTAL 157 Claims	to	Checks	1 Total	19,445.52	Manual	Held	Total	19,445.52

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	233845	10/03/2023	09/25/2023			655.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOSTING FEE SEP 2023	4008	09/15/2023			36.50	
	176-170-699	SHOPPING CART	4008	09/15/2023			268.50	
	176-170-699	WEBSITE MAINT 8/15-9/14/23	4008	09/15/2023			350.00	
176	GRAND VIEW SECURITY LLC	233860	10/03/2023	09/26/2023			125.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-639	SERV CALL: MASTER TOUCH SCR	2309221577	09/24/2023			125.00	
176	SPARKLIGHT	233887	10/03/2023	09/27/2023			256.89	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	OCT 2023:SSP #132698937	09202023	09/20/2023			256.89	
176	SPARKLIGHT	233931	10/03/2023	09/28/2023			127.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	OCT 2023:SSP #136075116	10222023	10/22/2023			127.95	
FUND TOTAL 176 Claims	to	Checks	4 Total	1,164.84 Manual		Held	Total	1,164.84

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
250	FIRST NATIONAL BANK TRUST DEPT	233852	10/03/2023	09/25/2023			60,659.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	250-680-811	INT PMT: S2018 REV BOND		11012023	09/15/2023		60,659.38	
FUND TOTAL 250 Claims	to	Checks	1 Total	60,659.38	Manual		Held	Total 60,659.38

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	FLETCHER CONSTRUCTION CO INC Account Number 304-510-778	233868	10/03/2023	09/26/2023			229,729.75	
	Description GREAT LAWN SITE WORK 14%			Invoice # 2	Date 09/25/2023	P.O.	Amount 229,729.75	
304	FLETCHER CONSTRUCTION CO INC Account Number 304-510-755	233869	10/03/2023	09/26/2023			385,397.03	
	Description AMPHITHEATER CONST 68%			Invoice # 8	Date 09/21/2023	P.O.	Amount 385,397.03	
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-763	233922	10/03/2023	09/27/2023			19,675.00	
	Description TO #6: AMPHITHEATER			Invoice # 8882	Date 09/26/2023	P.O.	Amount 19,675.00	
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-762	233924	10/03/2023	09/27/2023			24,825.00	
	Description TO #7: ENG/ARC DESIGN 40%			Invoice # 8883	Date 09/26/2023	P.O.	Amount 24,825.00	
FUND TOTAL 304 Claims	to	Checks	4 Total	659,626.78	Manual		Held	Total 659,626.78

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
361	JLB CONTRACTORS LLC	233865	10/03/2023	09/26/2023			38,897.09	
	Account Number 361-726-768	Description		Invoice #	Date	P.O.	Amount	
		GV SWR UPGRADES		8	09/05/2023			38,897.09
361	JLB CONTRACTORS LLC	233866	10/03/2023	09/26/2023			228,993.19	
	Account Number 361-726-768	Description		Invoice #	Date	P.O.	Amount	
		GV SWR UPGRADES (FINAL)		9	09/21/2023			228,993.19
361	SEYMOUR ENGINEERING PLLC	233921	10/03/2023	09/27/2023			26,400.00	
	Account Number 361-726-787	Description		Invoice #	Date	P.O.	Amount	
		CONST ADMIN/RPR 90%		8884	09/26/2023			26,400.00
FUND TOTAL 361 Claims to		Checks	3 Total	294,290.28	Manual		Held	Total 294,290.28

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
370	MORAN HAULING INC	233916	10/03/2023	09/27/2023			40,336.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	370-600-683	HEAD START DRAINAGE IMPS		2	09/26/2023			40,336.14
FUND TOTAL 370 Claims	to	Checks	1 Total	40,336.14	Manual	Held	Total	40,336.14

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	233787	10/03/2023	09/20/2023			64.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICES		2284972276	09/06/2023			64.12
400	RJ YOUNG COMPANY LLC	233788	10/03/2023	09/20/2023			212.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GSI100-01 RENTAL FEE		INV6530082	09/14/2023			166.49
	400-650-698	IM C4500 USAGE:B/W		INV6530082	09/14/2023			6.08
	400-650-698	IM C4500 USAGE:COLOR		INV6530082	09/14/2023			39.77
400	FUELMAN	233790	10/03/2023	09/20/2023			201.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP65095173	09/18/2023			201.61
400	COGENT STRATEGIES LLC	233846	10/03/2023	09/25/2023			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 09/6/23-10/5/23		3205	09/13/2023			7,500.00
400	MISSION COMMUNICATIONS LLC	233847	10/03/2023	09/25/2023			347.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: MILSTEAD PS		1080220	09/14/2023			347.40
400	COG DEPOSITORY ACCOUNT	233848	10/03/2023	09/25/2023			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		09112023	09/11/2023			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		09112023	09/11/2023			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		09112023	09/11/2023			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		09112023	09/11/2023			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		09112023	09/11/2023			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		09112023	09/11/2023			9,665.99
400	TYLER TECHNOLOGIES INC	233849	10/03/2023	09/25/2023			3,459.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	10/23-9/24 ERP PRO UTY ACCESS		025-435457	09/01/2023			2,520.00
	400-650-698	HARDWARE ANNUAL MAINT FEES		025-435457	09/01/2023			939.00
400	2018-2019 BOND DEBT SERVICE FUND	233850	10/03/2023	09/25/2023			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	OCT 2023: 2018 BOND DS		10012023	10/01/2023			24,000.00
400	2018-2019 BOND DEBT SERVICE FUND	233851	10/03/2023	09/25/2023			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	OCT 2023: 2019 BOND DS		10012023	10/01/2023			32,000.00
400	HUB INTERNATIONAL GULF SOUTH	233874	10/03/2023	09/27/2023			75,019.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-625	PROP RENEWAL: WELLS/ION PLANT		3344193	09/26/2023			71,179.68
	400-650-625	EQUIP BREAKDOWN: WELLS		3345392	09/26/2023			3,840.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	233883	10/03/2023	09/27/2023			3,693.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER WTR TANK 109812001		09152023	09/22/2023			31.04
	400-651-631	LIFT STATIONS 20649		09152023	09/22/2023			1,499.37
	400-651-631	LIFT STATIONS 28779		09152023	09/22/2023			97.10
	400-651-631	SCHOONER WELL 20688		09122023	09/20/2023			1,819.45
	400-651-631	LIFT STATIONS 20668		09122023	09/20/2023			246.81
400	AT&T	233888	10/03/2023	09/27/2023			98.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	09/14/2023			98.64
400	CAN'T MISS EMBROIDERY	233889	10/03/2023	09/27/2023			233.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-535	SCN PRINT LOGO: SHIRT (32)		28301	09/19/2023	231271		233.50
400	SOUTHERN PIPE & SUPPLY CO INC	233892	10/03/2023	09/27/2023			1,129.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	4" 3034 PVC SWR FEM ADAPT(50)		8468393-00	09/13/2023	231263		206.50
	400-651-583	4" SDR35 MPT THRD PLUG (50)		8468393-00	09/13/2023	231263		187.00
	400-651-583	4" SCH 40 PVC SXS COUP (12)		8468393-00	09/13/2023	231263		121.32
	400-651-583	4" 3034 PVC SWR WYE (12)		8468393-00	09/13/2023	231263		75.00
	400-651-583	4" KNOCK ON COUP (6)		8468393-00	09/13/2023	231263		369.18
	400-651-581	4X5X21 BLU FLAG 100/BNDL(5)		8468393-00	09/13/2023	231263		85.05
	400-651-583	4X5X21 GRN FLAG 100/BNDL(5)		8468393-00	09/13/2023	231263		85.05
400	CONTINENTAL BATTERY COMPANY	233893	10/03/2023	09/27/2023			209.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	CB1250-F1 BATT (10): SCADA		3052092123	09/21/2023	231303		209.50
400	CONSOLIDATED PIPE & SUPPLY	233894	10/03/2023	09/27/2023			435.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	207793 BROOKS MTR KEY (3)		3734199000	09/12/2023	230974		192.00
	400-651-581	207996 BROOKS MTR LOCK(100)		3734199000	09/12/2023	230974		243.75
400	BAY MOTOR WINDING INC	233895	10/03/2023	09/27/2023			4,821.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	REPR 5HP RELIANCE PUMP:C BYRD		0126836	09/27/2023	231304		2,260.00
	400-651-584	REPR 5HP RELIANCE PUMP:ENARC		0126835	09/27/2023	231305		2,561.00
400	STAPLES BUSINESS ADVANTAGE DEPT	ATL 233898	10/03/2023	09/27/2023			259.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	BRO TN-223 SY TONER 4PK		3547204524	09/09/2023	231273		259.49
400	AMERICAN READY MIX LLC	233899	10/03/2023	09/27/2023			1,285.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	3.08 CYD 3000 PSI: SWR REPRS		5423	09/18/2023	231193		719.60
	400-651-683	3.92 CYD 3000 PSI: DRNG REPRS		5423	09/18/2023	231193		565.40

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MARK CARTER	233900	10/03/2023	09/27/2023			2,400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	CONCRETE REPRS: SWR WORK		395753	09/15/2023	231259		1,055.06
	400-651-683	CONCRETE REPRS: DRNG WORK		395753	09/15/2023			1,344.94
400	SEYMOUR ENGINEERING PLLC	233920	10/03/2023	09/27/2023			4,600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-603	CA/RPR: CCTV SS LINES		8888	09/26/2023			4,600.00
400	SINGING RIVER ELECTRIC COOPERATIVE	233923	10/03/2023	09/28/2023			5,857.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 89627001		09192023	09/25/2023			71.10
	400-651-631	LIFT STATIONS 89702001		09192023	09/25/2023			30.00
	400-651-631	LIFT STATIONS 17881		09192023	09/25/2023			2,697.97
	400-651-631	WATER WELLS 17881		09192023	09/25/2023			3,058.13
400	SEYMOUR ENGINEERING PLLC	233928	10/03/2023	09/27/2023			885.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	PLOT DETAILED AREAS: SWR MAPS		8889	09/26/2023			115.00
	400-650-603	MDOT ROW ACQ DRAWING:MALL W/S		8889	09/26/2023			770.00
400	SPARKLIGHT	233932	10/03/2023	09/28/2023			106.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	OCT 2023:UTLY #107663106		10222023	10/22/2023			106.55
400	CENTRAL PIPE SUPPLY-JACKSON	233934	10/03/2023	09/28/2023			791.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	PVC 2" DWV COMBO WYE (6)		S100345984	09/25/2023	231260		114.90
	400-651-581	PVC S/40 CAP S/W 2" (12)		S100345984	09/25/2023	231260		17.40
	400-651-581	BRS SERV SADDLE 6.63X3/4 (4)		S100345984	09/25/2023	231260		286.00
	400-651-581	PVC 4X2 DWV COMBO WYE (10)		S100345984	09/25/2023	231260		373.00
FUND TOTAL 400 Claims	to	Checks	25 Total	213,037.06	Manual	Held	Total	213,037.06

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	57 Total	368,339.21 Manual	Held	Total	368,339.21
FUND 2 Claims	to	Checks	1 Total	6,000.00 Manual	Held	Total	6,000.00
FUND 3 Claims	to	Checks	1 Total	8,516.29 Manual	Held	Total	8,516.29
FUND 156 Claims	to	Checks	1 Total	360.00 Manual	Held	Total	360.00
FUND 157 Claims	to	Checks	1 Total	19,445.52 Manual	Held	Total	19,445.52
FUND 176 Claims	to	Checks	4 Total	1,164.84 Manual	Held	Total	1,164.84
FUND 250 Claims	to	Checks	1 Total	60,659.38 Manual	Held	Total	60,659.38
FUND 304 Claims	to	Checks	4 Total	659,626.78 Manual	Held	Total	659,626.78
FUND 361 Claims	to	Checks	3 Total	294,290.28 Manual	Held	Total	294,290.28
FUND 370 Claims	to	Checks	1 Total	40,336.14 Manual	Held	Total	40,336.14
FUND 400 Claims	to	Checks	25 Total	213,037.06 Manual	Held	Total	213,037.06
Total for all Funds				Checks 99 Total 1,671,775.50 Manual	Held	Total	1,671,775.50

Councilman Colledge made the motion to approve consent agenda items 1- 8, as presented. Councilman Gollott seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 402-2023

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

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2023.

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

ORDER NUMBER 403-2023

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 Budget Meeting held September 12, 2023 and the Recessed Council Meeting held September 19, 2023 are hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2023.

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

ORDER NUMBER 404-2023

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 August 2023 is hereby received.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting October 3, 2023.

AUG 2023 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$5,575,592.10
HB1 Modernization Act Funds	Depository Account	002-000-001	\$908,882.45
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$2,169,649.94
MDAH School House Grant	Depository Account	030-000-001	\$20,427.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$140,084.14
U S Justice Equitable Sharing	Depository Account	157-000-001	\$36,857.38
Fire Protection Fund	Depository Account	160-000-001	\$278,459.28
Tidelands Grant	Depository Account	171-000-001	\$567.54
Library Support Fund	Depository Account	172-000-001	\$2,666.55
Shepard State Park Fund	Depository Account	176-000-001	\$68,883.85
USDA NRCS EWP Program	Depository Account	300-000-001	\$3,395.07
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$90,748.83
Town Center Retail Dev Complex	Depository Account	309-000-001	
Solid Waste Fund	Depository Account	404-000-001	\$7,395.20
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$9,303,609.76
General Depository Reconciled Cash Balance			\$9,303,609.76

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	
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	(\$393,874.88)
Head Start Drainage Imp Project	Enterprise Account	370-000-002	
Animal Shelter Water Main Ext	Enterprise Account	371-000-002	
Water & Sewer Utility	Enterprise Account	400-000-002	\$3,263,964.97
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			\$2,917,652.61
Enterprise Reconciled Cash Balance			\$2,913,887.96

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,353,851.93
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$1,445,875.64
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$334,785.23
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$725,391.37
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$50,722.59
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$50,722.59
MSPAC_TC Park HB1535 Project	Restricted Fund	304/309-000-004	\$4,017,195.80
SB 2948 Town Commons Funding	Restricted Fund	304-000-005	\$10,931.88
SB 2971 Amphitheater-Museum	Restricted Fund	309-000-006	\$1,003,237.34
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$1,173,043.26
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	\$21,026.22
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$326.64
W&S Bond S2018-S2019: Construction	Bond Fund	Funds 351-358	\$3,460,224.74
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$0.00
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$255,710.28
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$928,301.76
Total Bond & Restricted Reconciled Cash Balances			\$14,831,347.27

**AUG 2023
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2023	AUG 2023	Balance	91.66% % to date
General Fund Revenues	11,455,774.00	10,833,887.80	621,886.20	94.5%
Expenditures:				
001 Legislative	267,541.00	242,718.26	24,822.74	90.7%
010 City Court	356,248.00	298,171.42	58,076.58	83.6%
021 City Manager	336,800.00	210,041.48	126,758.52	62.3%
022 Human Resources	76,928.00	65,268.53	11,659.47	84.8%
040 City Clerk	515,751.00	445,702.00	70,049.00	86.4%
060 City Attorney	160,000.00	138,149.40	21,850.60	86.3%
090 Economic Dev - Planning	521,675.00	439,342.71	82,332.29	84.2%
092 Building & General Expenses	1,420,440.00	779,512.43	640,927.57	54.8%
094 Grants & Project Admin	235,608.00	206,229.10	29,378.90	87.5%
100 Police	3,229,971.00	2,641,730.15	588,240.85	81.7%
161 Fire	3,082,807.00	2,638,108.83	444,698.17	85.5%
170 Recreation	849,496.00	669,787.45	179,708.55	78.8%
201 PW: Streets	381,300.00	149,987.47	231,312.53	39.3%
205 PW: Maintenance	353,295.00	285,707.32	67,587.68	80.8%
680 Debt Service	87,454.00	87,453.55	0.45	99.9%
900 Interfund Transfers	852,540.00	801,067.50	51,472.50	93.9%
General Fund Expenditures	12,727,854.00	10,098,977.60	2,628,876.40	79.3%
<i>Total Operating Expenditures</i>	<i>11,151,252.00</i>	<i>8,668,903.56</i>	<i>2,482,348.44</i>	
<i>Total Capital Outlay Expenditures</i>	<i>546,569.00</i>	<i>451,973.84</i>	<i>94,595.16</i>	
<i>Total Debt Service</i>	<i>177,493.00</i>	<i>177,032.70</i>	<i>460.30</i>	
<i>Total Transfers Out</i>	<i>852,540.00</i>	<i>801,067.50</i>	<i>51,472.50</i>	
<i>Total Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>12,727,854.00</i>	<i>10,098,977.60</i>	<i>2,628,876.40</i>	
<i>Personnel</i>	<i>7,556,099.00</i>	<i>6,591,101.17</i>	<i>964,997.83</i>	
<i>Supplies</i>	<i>783,108.00</i>	<i>458,685.71</i>	<i>324,422.29</i>	
<i>Other Services</i>	<i>2,812,045.00</i>	<i>1,619,116.68</i>	<i>1,192,928.32</i>	
<i>Capital Outlay</i>	<i>546,569.00</i>	<i>451,973.84</i>	<i>94,595.16</i>	
<i>Debt Service</i>	<i>177,493.00</i>	<i>177,032.70</i>	<i>460.30</i>	
<i>Interfund Transfers for DS</i>	<i>852,540.00</i>	<i>801,067.50</i>	<i>51,472.50</i>	
<i>Unappropriated</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	
<i>Check Total</i>	<i>12,727,854.00</i>	<i>10,098,977.60</i>	<i>2,628,876.40</i>	

**AUG 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of AUG 2023	Balance	91.66% % to date
002 HB1 Modernization Funds				
Revenues	1,038,294.00	1,011,189.49	27,104.51	97.3%
Expenditures	2,056,730.07	1,120,743.11	935,986.96	54.4%
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	4,059,589.75	126,780.00	3,932,809.75	3.1%
Expenditures	7,687,377.75	1,593,830.32	6,093,547.43	20.7%
030 MDAH 2014 Community Heritage				
Revenues	93,221.00	18,644.00	74,577.00	19.9%
Expenditures	95,004.43	0.00	95,004.43	
130 \$7M GO Bond - Capital Improvements				
Revenues	4,881,610.65	514,246.45	4,367,364.20	10.5%
Expenditures	6,888,697.89	1,081,128.10	5,807,569.79	15.6%
156 SE MS METRO TASK FORCE				
Revenues	45,000.00	95,000.00	(50,000.00)	211.1%
Expenditures	321,395.10	231,551.05	89,844.05	72.0%
157 US Justice Equitable Sharing				
Revenues	0.00	12,458.40	(12,458.40)	
Expenditures	80,762.65	61,883.67	18,878.98	76.6%
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	764,679.69	144,104.63	620,575.06	18.8%
Expenditures	759,611.79	138,469.19	621,142.60	18.2%
172 Library Support Fund				
Revenues	126,031.00	121,028.03	5,002.97	96.0%
Expenditures	126,031.00	121,930.13	4,100.87	96.7%
176 Shepard State Park				
Revenues	262,035.61	264,330.16	(2,294.55)	100.8%
Expenditures	298,845.61	256,095.32	42,750.29	85.6%
177 HB1353 Local Imps: Shepard				
Revenues	5,500.00	6,097.19	(597.19)	110.8%
Expenditures	1,505,500.00	60,480.00	1,445,020.00	4.0%
250 2018 W&S Bond Debt Service				
Revenues	288,762.00	264,501.63	24,260.37	91.5%
Expenditures	288,119.00	288,118.76	0.24	99.9%

**AUG 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of AUG 2023	Balance	91.66% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	10,655.00	11,466.06	(811.06)	107.6%
Expenditures	608.00	0.00	608.00	
252 2019 W&S Bond Debt Service				
Revenues	385,146.00	352,624.09	32,521.91	91.5%
Expenditures	376,638.00	376,637.50	0.50	99.9%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	10,855.00	11,914.98	(1,059.98)	109.7%
Expenditures	866.00	0.00	866.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	298,257.00	282,229.62	16,027.38	94.6%
Expenditures	298,157.00	297,829.62	327.38	99.8%
255 S2020 Refnd GO Bond Debt Service				
Revenues	500,383.00	500,382.50	0.50	99.9%
Expenditures	500,383.00	500,382.50	0.50	99.9%
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	15,266.29	3,894.71	79.6%
Expenditures	94,839.47	0.00	94,839.47	
304 Town Commons Park Project				
Revenues	2,674,888.01	471,113.74	2,203,774.27	17.6%
Expenditures	10,557,903.36	4,811,685.71	5,746,217.65	45.5%
305 S2019 MPI GO Bond Construction Fund				
Revenues	1,900.00	4,931.64	(3,031.64)	259.5%
Expenditures	20,721.68	0.00	20,721.68	
307 Bacot Park Improvements				
Revenues	65,257.85	0.00	65,257.85	
Expenditures	65,257.85	65,257.82	0.03	99.9%
309 Town Center: MS Songwriters PA Center				
Revenues	4,508,715.64	2,508,186.40	2,000,529.24	55.6%
Expenditures	4,508,715.64	0.00	4,508,715.64	
355 Water Supply & Treatment Plant				
Revenues	390,774.99	16,624.34	374,150.65	4.2%
Expenditures	5,188,868.78	1,335,624.00	3,853,244.78	25.7%

**AUG 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of AUG 2023	Balance	91.66% % 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	2,891,466.50	2,134,057.39	757,409.11	73.8%
Expenditures	2,891,466.50	2,505,465.77	386,000.73	86.6%
370 Head Start Drainage Improvements				
Revenues	226,908.95	0.00	226,908.95	
Expenditures	226,908.95	0.00	226,908.95	
371 Animal Shelter Water Main Extension				
Revenues	361,775.50	79,700.00	282,075.50	22.0%
Expenditures	361,775.50	79,700.00	282,075.50	22.0%
404 Solid Waste Fund				
Revenues	1,592,640.00	1,336,384.58	256,255.42	83.9%
Expenditures	1,605,000.00	1,425,829.21	179,170.79	88.8%
421 MSB - Water Ionization Plant				
Expenditures	47,562.52	0.00	47,562.52	
497 DSR Fund: 2013 SO Bond				
Revenues	45.00	5,322.80	(5,277.80)	11828.4%
Expenditures	45.00	0.00	45.00	
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	450.00	1,050.71	(600.71)	233.4%
Expenditures	0.00	0.00	0.00	

**AUG 2023
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2023	AUG 2023	Balance	91.66% % to date
Utility Fund Revenues	9,250,000.00	8,670,988.44	579,011.56	93.7%
Administration	3,250,272.00	2,937,128.24	313,143.76	90.3%
Water & Sewer O & M	4,028,359.00	3,367,648.83	660,710.17	83.5%
Debt Service	1,067,977.00	880,762.46	187,214.54	82.4%
Transfers	1,854,352.00	1,236,000.00	618,352.00	66.6%
Contingencies	79,712.00	0.00	79,712.00	
Utility Fund Expenditures	10,280,672.00	8,421,539.53	1,859,132.47	81.9%
<i>Total Operating Expenditures</i>	<i>7,106,631.00</i>	<i>6,180,785.27</i>	<i>925,845.73</i>	
<i>Total Capital Outlay Expenditures</i>	<i>172,000.00</i>	<i>123,991.80</i>	<i>48,008.20</i>	
<i>Total Debt Service</i>	<i>1,067,977.00</i>	<i>880,762.46</i>	<i>187,214.54</i>	
<i>Total Interfund Transfers</i>	<i>1,854,352.00</i>	<i>1,236,000.00</i>	<i>618,352.00</i>	
<i>Total Contingency Expenditures</i>	<i>79,712.00</i>	<i>0.00</i>	<i>79,712.00</i>	
<i>Check Total</i>	<i>10,280,672.00</i>	<i>8,421,539.53</i>	<i>1,859,132.47</i>	
 <i>Personnel</i>	 <i>541,083.00</i>	 <i>494,872.57</i>	 <i>46,210.43</i>	
<i>Supplies</i>	<i>336,300.00</i>	<i>225,449.84</i>	<i>110,850.16</i>	
<i>Other Services</i>	<i>6,229,248.00</i>	<i>5,460,462.86</i>	<i>768,785.14</i>	
<i>Capital Outlay</i>	<i>172,000.00</i>	<i>123,991.80</i>	<i>48,008.20</i>	
<i>Debt Service</i>	<i>1,067,977.00</i>	<i>880,762.46</i>	<i>187,214.54</i>	
<i>Interfund Transfers</i>	<i>1,854,352.00</i>	<i>1,236,000.00</i>	<i>618,352.00</i>	
<i>Contingencies</i>	<i>79,712.00</i>	<i>0.00</i>	<i>79,712.00</i>	
<i>Check Total</i>	<i>10,280,672.00</i>	<i>8,421,539.53</i>	<i>1,859,132.47</i>	

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

RESOLUTION NUMBER 122-2023

WHEREAS, MCA § 7-7-60, Miss. Code Ann. (1972), provides authority for municipalities to operate petty cash funds in accordance with regulations set forth by the Office of the State Auditor; and

WHEREAS, said regulations require that establishment of petty cash funds be authorized by the governing authority and spread upon the minutes; and

WHEREAS, the City has determined that petty cash funds are necessary for the continued efficient operation of City business;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Gautier, Mississippi:

SECTION 1. That a petty cash fund is hereby issued to the following custodians to be used for legally budgeted purposes:

1. City Clerk	\$200.00
2. Planning Director	\$200.00
3. Police Chief	\$800.00
4. Fire Chief	\$150.00
5. Recreation Director	\$200.00

SECTION 2. That cash funds shall be spent for purchases in accordance with purchasing laws of the State and the policies of the City.

SECTION 3. That the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Council of the City of Gautier, Mississippi, at the meeting of October 3, 2023.

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

ORDER NUMBER 405-2023

WHEREAS, as part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Municipal Compliance Questionnaire for FY 2022-2023 is hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2023.

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

CITY OF GAUTIER 3330 HWY 90 GAUTIER MS 39553

2. List the date and population of the latest official U.S. Census or most recent official census:

2022 – 18,486

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

ATTACHED

4. Period of time covered by this questionnaire:

From: **OCTOBER 2022**

To: **SEPTEMBER 2023**

5. Expiration date of current elected officials' term: **JUNE 2025**
-

MUNICIPAL COMPLIANCE QUESTIONNAIRE

Year Ended September 30, 2023

Answer All Questions: Y - YES, N - NO, N/A - NOT

APPLICABLE PART I - General

- | | |
|---|--------------|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | Y
<hr/> |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | Y
<hr/> |
| 3. Are municipal records open to the public? (Section 25-61-5) | Y
<hr/> |
| 4. Are meetings of the board open to the public?
(Section 25-41-5) | Y
<hr/> |
| 5. Are notices of special or recess meetings posted?
(Section 25-41-13) | Y
<hr/> |
| 5. Are all required personnel covered by appropriate surety bonds? | Y
<hr/> |
| · Board or council members (Sec. 21-17-5) | |
| · Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | Y
<hr/> |
| · Municipal clerk (Section 21-15-38) | Y
<hr/> |
| · Deputy clerk (Section 21-15-23) | Y
<hr/> |
| · Chief of police (Section 21-21-1) | Y
<hr/> |
| · Deputy police (Section 45-5-9) (if hired under this law) | N/A
<hr/> |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) | Y
<hr/> |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting?
(Section 21-15-33) | Y
<hr/> |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) | Y
<hr/> |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | Y
<hr/> |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) | Y
<hr/> |

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Section 21-35-31 or 21-17-19)	Y _____
---	------------

PART II - Cash and Related Records

1. Where required, is a claims docket maintained? (Section 21-39-7)	Y _____
--	------------

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)	Y _____
--	------------

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7)	Y _____
---	------------

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)	Y _____
---	------------

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13)	Y _____
---	------------

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)	Y _____
--	------------

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)	Y _____
---	------------

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)	Y _____
--	------------

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)	Y _____
--	------------

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25)	Y _____
---	------------

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) N
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

PART IV - Bonds and Other Debt

- | | | |
|----|--|----------|
| 1. | Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) | <u>Y</u> |
| 2. | Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) | <u>Y</u> |
| 3. | Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) | <u>Y</u> |
| 4. | Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) | <u>Y</u> |
| 5. | Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) | <u>Y</u> |

PART V - Taxes and Other Receipts

- | | | |
|----|--|----------|
| 1. | Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) | <u>Y</u> |
| 2. | Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) | <u>Y</u> |
| 3. | Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) | <u>Y</u> |
| 4. | Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) | <u>Y</u> |
| 5. | Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) | <u>Y</u> |
| 6. | Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) | <u>Y</u> |
| 7. | Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) | <u>Y</u> |
| 8. | Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) | <u>Y</u> |

- | | | |
|-----|--|------------|
| 9. | Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) | Y
_____ |
| 10. | Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) | Y
_____ |
| 11. | Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) | Y
_____ |
| 12. | Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) | Y
_____ |
| 13. | Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) | Y
_____ |
| 14. | Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) | Y
_____ |
| 15. | Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) | Y
_____ |

Contact Information for Officials of the City of .Gautier, Mississippi

Mayor

Casey Vaughan
PO Box 267
Gautier, MS 39553
228-297-3063
cvaughan@gautier-ms.gov

City Manager

Paula Yancey 3330 Hwy 90
Gautier, MS 39553
228-623-1800
pyancey@gautier-ms.gov

City Attorney

Josh Danos 3330 Hwy 90
Gautier, MS 39553
228-215-1367
jdanos@bordisdanos.com

City Clerk

Teresa Montgomery
3330 Hwy 90
Gautier, MS 39553
228-497-8000
tmontgomery@gautier-
ms.gov

Councilman-at-Large

Adam Colledge
8124 Meadowdale Drive
Gautier, MS 39553
228-861-8158
acolledge@gautier-ms.gov

Councilman Ward 1

Cameron George
4313 Cobblestone lane
Gautier, MS 39553
228-219-4137
cgeorge@gautier-ms.gov

Councilman Ward 2

Richard "DJ" Jackson 1920
CW Webb Road
Gautier, MS 39553
228-424-5615
rjackson@gautier-m .gov

Councilman Ward 3

Gordon Gollott
1713 Pat Drive
Gautier, MS 39553
228-238-2691
ggollott@gautier-ms.gov

Councilman Ward 4

Justin Anderson
2021 Robertsedale Drive
Gautier, MS 39553
228-218-9483
randerson@gautier-ms.gov

Councilman Ward 5

Dante Elbin
1409 Lagrange Drive
Gautier, MS 39553
228-217-2392
elbind@gautier-ms.gov

(MUNICIPAL NAME)

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2023

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of _____, and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

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

ORDER NUMBER 406-2023

WHEREAS, the City Clerk Department has requested that the City Council review and approve the updated, current inventory spreadsheet of the City of Gautier's assets; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the updated inventory spreadsheet of the City of Gautier's assets is hereby approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 09/26/2023
Subject: Approval for the current updated inventory spreadsheet for the City of Gautier

REQUEST:

Authorization to approve the current updated inventory spreadsheet of the City of Gautier's assets.

BACKGROUND:

When assets have been purchased for the City of Gautier, each department head is given an asset inventory tag to place on the item. The department head will then report the serial number and item so that it can be placed on the inventory spreadsheet.

DISCUSSION:

The City Clerk's Department is current with all purchases from department heads and assets have been documented on a current spreadsheet. The City Clerk's Department has made sure that all items have been properly removed from inventory when broken or replaced.

RECOMMENDATION:

City Staff recommends City Council to authorize the updated inventory spreadsheet.

ATTACHMENTS:

1. Inventory Spreadsheet
2. Building Inventory
3. Land Inventory
4. Infrastructure Inventory

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

ORDER NUMBER 407-2023

WHEREAS, the City was awarded a grant for the installation of a five-foot (5') sidewalk concrete multiuse pathway, being .44 mile in length along Gautier Vancleave Road from Valleywood Drive to Hwy 90, that provides connectivity around MGCCC; and

WHEREAS, the funding for this project is a federal allocation intended to cover 80% of the construction costs, and the City of responsible for providing 20%; and

WHEREAS, the Grants and Projects Department requests the City Council to authorize the Chief LPA to request project activation from the Mississippi Department of Transportation for the Gautier Vancleave Road (Valleywood to US 90) multiuse sidewalk project; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City authorizes the Chief LPA to request project activation from the Mississippi Department of Transportation for the Gautier Vancleave Road (Valleywood to US 90) multiuse sidewalk project.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: September 21, 2023
Subject: Gautier Vancleave Road Sidewalk (Valleywood to US 90) Project – MDOT Project Activation Request

REQUEST:

The Grants and Projects Department requests City Council authorization for the Chief LPA Official to request project activation from the Mississippi Department of Transportation for the Gautier Vancelave Road (Valleywood to US 90) multiuse sidewalk project.

BACKGROUND:

The City was awarded a grant for the installation of a 5-foot sidewalk concrete multiuse pathway .44 mile in length along Gautier Vancleave Road from Valleywood Drive to Hwy 90 that provides connectivity around MGCCC. The funding for this project is a federal allocation intended to cover 80% of the construction costs, and the City is responsible for providing 20%.

DISCUSSION:

The MDOT Project Development Manual outlines the procedures for project activation. The City Council must authorize the Chief LPA Official to request project activation before the project can move forward.

RECOMMENDATION:

The Grants and Project Department recommends that City Council authorize the Chief LPA Official to request project activation from the Mississippi Department of Transportation for the Gautier Vancelave Road (Valleywood to US 90) multiuse sidewalk project.

City Council may:

1. Authorize the Chief LPA Official to request project activation from MDOT for the Gautier Vancelave Road (Valleywood to US 90) multiuse sidewalk project as described above; or
2. Not authorize the Chief LPA Official to request project activation from MDOT for the Gautier Vancelave Road (Valleywood to US 90) multiuse sidewalk project as described above.

ATTACHMENT(S):

1. Project Activation Request

September 21, 2023

David H. Seyfarth, P.E. District 6, LPA Engineer
Mississippi Department of Transportation
16499 B Highway 49
Saucier, MS 39574

Re: Gautier Vancleave Road Sidewalk (Valleywood to U.S.90) PROJECT
City of Gautier, Mississippi
Project Initiation Request

Dear Mr. Seyfarth,

The City of Gautier respectfully requests that the Mississippi Department of Transportation initiate the above referenced project. Enclosed please find a copy of the resolution adopted by the City on October 3, 2023, which requests that the project be initiated by MDOT. Also enclosed is a project vicinity map.

Please feel free to contact me for additional information concerning this project. Thank you for your attention in this matter.

Sincerely,

Paula Yancey,
City Manager, City of Gautier

Enclosures: City Resolution
Vicinity Map
LPA Training Certificate

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

ORDER NUMBER 408-2023

WHEREAS Transportation Alternative projects are eligible for funding under the Surface Transportation Block Grant (STBG).; and

WHEREAS the Bipartisan Infrastructure Law (BIL) continues the Transportation Alternatives set aside from the STBG program. Eligible uses of the set-aside funds include all projects and activities that were previously eligible under the Transportation Alternatives Program under the Moving Ahead for Progress in the 21st Century Act (MAP-21); and

WHEREAS, this encompasses a variety of smaller-scale transportation projects, community improvements, and environmental mitigation related to stormwater and habitat connectivity; and

WHEREAS, this is an 80/20 grant to develop a plan that will identify areas most suitable for pedestrian facilities and bicycle facilities; and

WHEREAS, the plan is to ensure safe routes to school, connect economic activities with transportation alternative opportunities, and provide safe routes along and between major automotive corridors; 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 a grant application to the Mississippi Department of Transportation for a City-Wide Transportation Alternative Plan 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 Colledge**, seconded by **Councilman Gollott**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2023.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: September 21, 2023
Subject: MDOT- FY2023 Grant Application Submission for a City-Wide Transportation Alternative Plan

REQUEST:

The Grants and Projects Department requests City Council authorization for the submission of a grant application to the Mississippi Department of Transportation for a City-Wide Transportation Alternative Plan.

BACKGROUND:

Transportation Alternatives projects are eligible for funding under the Surface Transportation Block Grant (STBG). Effective October 1, 2021, the Bipartisan Infrastructure Law (BIL) continues the Transportation Alternatives set aside from the Surface Transportation Block Grant (STBG) program. Eligible uses of the set-aside funds include all projects and activities that were previously eligible under the Transportation Alternatives Program under the Moving Ahead for Progress in the 21st Century Act (MAP-21). This encompasses a variety of smaller-scale transportation projects such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to stormwater and habitat connectivity.

DISCUSSION:

This is an 80/20 grant to develop a plan that will identify areas most suitable for pedestrian facilities (such as sidewalks and trails) and bicycle facilities (such as bike lanes and paths). The goal of the plan is to ensure safe routes to school, connect economic activities with transportation alternative opportunities, and provide safe routes along and between major automotive corridors.

RECOMMENDATION:

The Grants and Project Department recommends that City Council authorize the submission of a grant application to the Mississippi Department of Transportation for a City-Wide Transportation Alternative Plan.

City Council may:

1. Authorize submission of an application as described above; or
2. Authorize submission of a grant application with changes; or
3. Not approve submission of a grant application.

ATTACHMENT(S):

N/A

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

ORDER NUMBER 409-2023

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

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

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated October 2023 in the amount of \$10,796.07 is hereby approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of October 3, 2023.

OCTOBER 2023 UTILITY ADJUSTMENTS								
THESE FOLLOW POLICY/ RECOMMEND APPROVAL								
		100	400	195	130	800		REASON FOR
CUSTOMER NAME	ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
	003-00701-000		128.02	35.00			163.02	Pool Fill
	003-13501-003		186.47				186.47	Pool Fill
	004-20211-000	63.69	115.07	35.00			213.76	Busted Pipe
	005-16401-003		81.40				81.40	Pool Fill
	007-02201-000		298.01	70.00			368.01	Pool Fill
	011-02401-001		148.74				148.74	Pool Fill
	011-03101-000		45.33				45.33	Pool Fill
	016-09001-013	120.20	232.54	35.00			387.74	Busted Pipe
	017-12681-001		22.20				22.20	Pool Fill
	019-41301-024		58.00	35.00			93.00	Pool Fill
	020-53501-004	325.47	579.18	35.00			939.65	Busted Pipe
	023-06101-003		72.42	70.00			142.42	Pool Fill
	035-05301-000	209.62	275.64				485.26	Line in Yard
	035-05901-004		244.11				244.11	Pool Fill
	036-16801-000		104.80				104.80	Pool Fill
	047-38801-003	163.31	289.80	70.00			523.11	Busted Pipe
	050-15301-003	85.43	128.84	35.00			249.27	Under Slab
	059-07401-001		106.94				106.94	Sod
	062-15001-000	78.96	138.67	105.00			322.63	Busted Pipe
	065-09501-001	580.48	1,420.21	70.00	550.00	84.03	2,704.72	Root in Line
	071-05001-002	59.40	117.38	35.00			211.78	Line in Yard
	080-23001-001	123.55	195.09	70.00			388.64	Leak in wall
	080-23701-001	192.35	307.57	105.00			604.92	Leak in wall
	095-03601-008	297.95	583.50	70.00			951.45	Line in Yard
	098-15601-003		90.65	35.00			125.65	Pool Fill
	101-06901-005		229.40	35.00			264.40	Pool Fill
	119-04901-012		44.95				44.95	Pool Fill
	119-17602-005	129.07	261.68				390.75	Line in Yard
	137-04301-001		280.95				280.95	Pool Fill
	TOTAL	2,429.48	6,787.56	945.00	550.00	84.03	10,796.07	
	COMPLETED							

During Mayor comments, Mayor Vaughan requested approval of road closures and traffic control measures, as described in the application for Special Event permit, submitted by Cornerstone restaurant for Jeep-O-Ween.

Councilman Colledge made the motion to approve road closures and traffic control measures, as described in the special event application, submitted by Cornerstone restaurant for a Jeep-O-Ween event. Councilman Anderson seconded the motion. The vote was carried unanimously.

**RESOLUTION APPROVING CLOSURE OF ROADS AND TRAFFIC CONTROL MEASURES
AS DESCRIBED IN THE APPLICATION FOR SPECIAL EVENT PERMIT SUBMITTED BY
CORNERSTONE RESTAURANT FOR JEEP-O-WEEN, A UNIQUE DRIVE THRU JEEP-OR-
TREAT**

RESOLUTION NUMBER 123-2023

WHEREAS, Cornerstone Restaurant has made a request for road closures as fully described in an application for special permit submitted on October 3, 2023; and

WHEREAS, the purpose of the road closure is to conduct JEEP-O-WEEN A Unique Drive Thru JEEP-OR-TREAT (hereinafter, "JEEP-O-WEEN"); and

WHEREAS, pursuant to Miss. Code Ann. 21-27-3, municipalities have full jurisdiction over city streets; and

WHEREAS, pursuant to that jurisdiction, cities may close public streets temporarily for public purposes, e.g., parades, festivals, regulation of traffic or other valid purposes under the police power; and

WHEREAS, this authority would include the ability to temporarily close streets to prevent injury to, destruction of, or interference with public or private property, based upon a finding of necessity; and

WHEREAS, based on the application submitted by Cornerstone Restaurant, the Mayor and Members of Council hereby find that closure of the relevant public streets for the time period requested is necessary to prevent injury to, destruction of, or interference with public or private property;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Gautier, Mississippi that the request for road closures as fully described in an application for special permit dated October 3, 2023 is hereby approved.

BE IT, FURTHER RESOLVED that associated traffic and crowd control is hereby approved, subject to the discretion and judgment of the Police Chief;

BE IT, FURTHER RESOLVED that the Council authorizes the City Manager or Clerk to execute all documents necessary for this purpose.

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

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

NAYS: None

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the **3rd** day of October, 2023.

MAYOR

ATTEST:

CITY CLERK

Councilman Jackson made the motion to recess until October 17, 2023 at 6:30pm.
Councilman Gollott seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier,
Mississippi, at the meeting of October 17, 2023.

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
October 17, 2023**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
