

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
January 2, 2024 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. City of Gautier's Baseball and Softball League registration is open until February 9th.**
- 2. Offices will be closed Monday, January 15th, in observance of the birthdays for Martin Luther King, Jr. and Robert E. Lee.**

IV. Presentation Agenda

V. Business Agenda

1. Approval of the Paid Docket of Claims

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

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

- 1. Receive October 2023 Finance Reports**
- 2. Approval of water and sewer adjustments for January 2024 in the amount of \$48,357.88**
- 3. Resolution directing the placement of liens on properties located in Gautier, Mississippi, for fees and charges incurred by the City of Gautier to abate the unsafe conditions of vacant structures, pursuant to Mississippi Code Section 21-19-11**
- 4. Approval of a Limited Use Agreement between the City of Gautier and Jackson County, Mississippi for the 2024 Jackson County Household Hazardous Waste Collection Day to be held at the Singing River Mall Site.**

5. **Authorization to accept an Emergency Watershed Protective Program grant from the US Department of Agriculture's Natural Resources Conservation Service and authorization to provide matching funds**
6. **Approval to execute a Certificate of Compliance with contracted parties for terms and conditions of "Attachment C" Subaward Terms and Conditions for Contracted Parties with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Sanitary Sewer Mains Rehabilitation and Citywide Lift Station Projects**

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 January 16, 2024 at 6:30pm
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
January 2, 2024**

ITEM DESCRIPTION:

ANNOUNCEMENTS

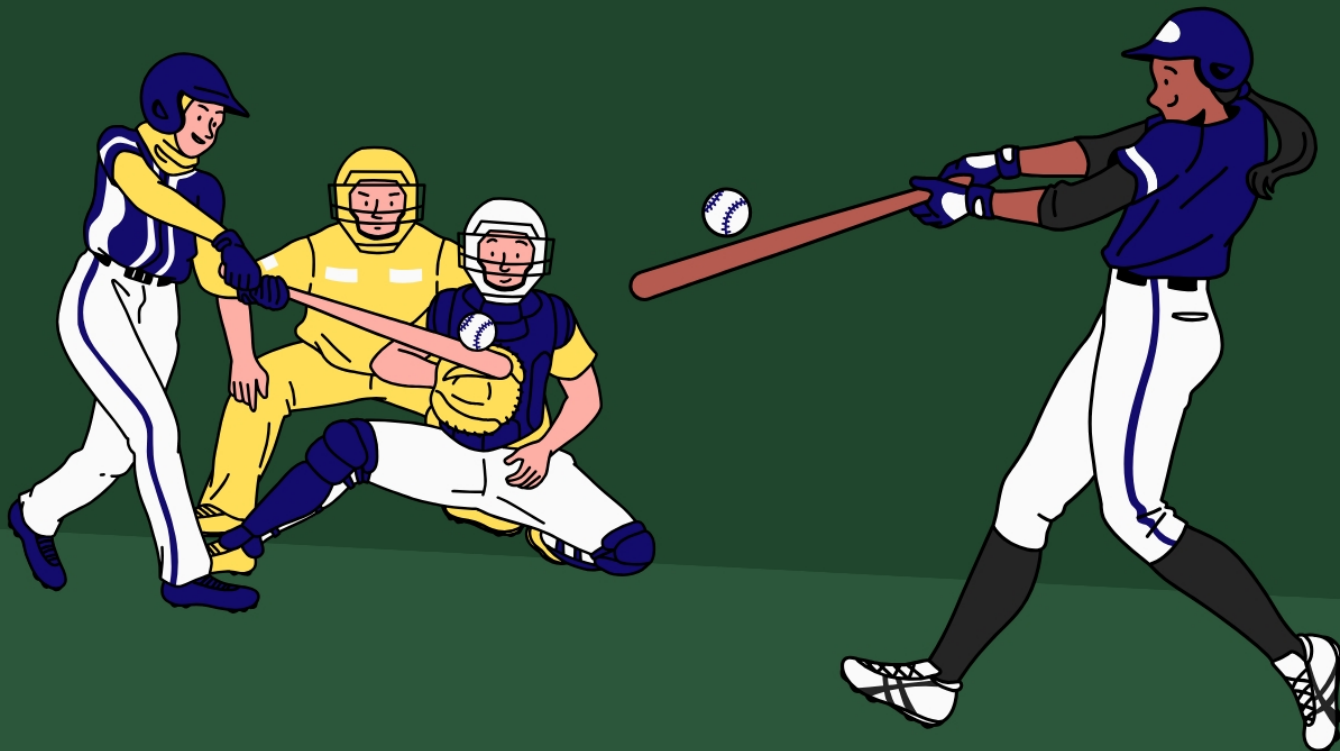
1. City of Gautier's Baseball and Softball League registration is open until February 9th.
2. Offices will be closed Monday, January 15th, in observance of the birthdays of Martin Luther King, Jr. and Robert E. Lee

NOTES:



CITY OF GAUTIER

BASEBALL & SOFTBALL LEAGUE



**REGISTRATION OPENS FROM
DEC. 4TH - FEB. 9TH**

**REGISTER AT:
WWW.GAUTIERREC.COM**

REGISTRATION COST: \$80

**VOLUNTEERS AND
COACHES NEEDED**

IF YOU HAVE ANY QUESTIONS OR
CONCERNS CONTACT:
ATHLETICS@GAUTIER-MS.GOV OR
CALL 228-218-4632 OR 228-497-2244





Gautier Youth Baseball/Softball Association (GYBSA) 2024 Season

T-Ball	
5-6 y/o	T-Ball Co-Ed

Boys Baseball	
7-8 y/o	Machine Pitch
9-10 y/o	Kid Pitch
11-12 y/o	Kid Pitch

Girls Softball	
7-8 y/o	Machine
9-10 y/o	Kid Pitch
11-12 y/o	Kid Pitch

HOW MUCH DOES IT COST?

- GYBSA registration fee is \$80.00 per player
- Players will receive jersey, pants, socks, hat and belt.
- **Payment plan available on Jarvisrec.com after your child/children have been registered.**

Payment Plan	Dec. 8 th	Dec. 22 nd	Jan. 5 th	Jan. 19 th	Feb. 2 nd
Baseball/Softball Fee	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00

- **WHEN DO THEY PLAY?**
- Baseball & Softball Drafts will be held February 9th & 10th.
Attendance is encouraged but not required for team placement.
- Practices begin in the week of February 19th and run through the duration of the season.
- Games begin in March and are held through May/June (all-stars).
- All games will be held on Monday-Tuesday-Thursday-Friday nights and Saturday mornings unless rescheduled due to inclement weather.

WHERE DO WE PLAY?

- Buddy Davis Ball Fields & Bacot Park. Our players may travel within the county for additional games.
- Practices will be held at Buddy Davis Ball Fields & Bacot Park or other locations designated by Team Coach.

HOW CAN I BECOME A COACH OR VOLUNTEER?

- Register at <http://www.gautierrec.com/Default.aspx>
- Must pass a background check

HOW DO I REGISTER?

- There are 2 options (Online or in person - 1034 Graveline Rd. Gautier, Ms.)
 - Register online at <http://www.gautierrec.com/Default.aspx> (Debit or Credit Card Only)

For more information, please contact:

Athletics Manager: Raqueal Bolden

228-218-4632 or 228-497-2244

Athletics@Gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
January 2, 2024**

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES:

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

Council Meeting:
Title:

**January 2, 2024
Approval of the Paid Docket of Claims**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of paid Docket of Claims for the purchase of two vehicles from Clear Water Solutions, pursuant to the agreement made with the termination of contract

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 000-2024

WHEREAS, the City of Gautier had to purchase two vehicles from Clear Water Solutions, pursuant to the agreement made with the termination of contract; and

WHEREAS, the vehicles were still under lease purchase agreements; and

WHEREAS, the City had to pay off the contracts with the third-party vendor in order for the vehicles to be turned over to the City; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the paid Docket of Claims for said purchase of two vehicles from Clear Water Solutions in the total amount of \$118,379.04 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 January 2, 2024.

Docket of Claims
Claims paid from 12/05/2023 thru 12/19/2023

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
401	INNOVATIVE FUNDING SERVICES Account Number 401-651-740	240767	12/05/2023	12/05/2023			20,496.83	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		2021 CHEVROLET 2500HD	#32403	12052023	12/05/2023		20,496.83	
401	AUTOMOTIVE RENTALS INC Account Number 401-651-740	240771	12/19/2023	12/19/2023			97,882.21	APPROVED
		Description		Invoice #	Date	P.O.	Amount	
		2023 CHV 3500HD CAMERA	08398	12192023	12/19/2023		97,882.21	
FUND TOTAL 401 Claims to		Checks	2 Total	118,379.04	Manual		Held	Total 118,379.04

Docket of Claims
 Claims paid from 12/05/2023 thru 12/19/2023

SUMMARY OF ALL FUNDS

FUND 401 Claims	to	Checks	2 Total	118,379.04 Manual	Held	Total	118,379.04
Total for all Funds		Checks	2 Total	118,379.04 Manual	Held	Total	118,379.04

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

Council Meeting: January 2, 2024
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 000-2024

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 January 2, 2024.

Docket of Claims
Release date from 01/02/2024 thru 01/02/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA COMPUTER SYSTEMS INC	240710	01/02/2024	12/19/2023			665.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	JAN 2024 ACCT SOFTWARE MAINT		DHLMN12211	12/15/2023			470.00
	001-092-606	JAN 2024 PRIV LIC SW MAINT		DHLMN12211	12/15/2023			195.00
001	JEFFREY P MCLOUGHLIN	240711	01/02/2024	12/19/2023			700.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM ADV: FF 1001-1-11		01072024	12/18/2023			700.00
001	RJ YOUNG COMPANY LLC	240712	01/02/2024	12/19/2023			470.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	GSHZ00-01 RENTAL FEE		INV6677658	12/13/2023			470.88
001	LAWN CARE NEAR ME LLC	240721	01/02/2024	12/20/2023			900.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-679	HWY 90 SHOULDER MAINT		INV-000172	12/19/2023			900.00
001	HAND LAW FIRM PLLC	240722	01/02/2024	12/20/2023			1,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-602	PUBLIC DEFENDER: 221107		2023120425	12/18/2023			250.00
	001-010-602	PUBLIC DEFENDER: 218170		20230711	12/18/2023			250.00
	001-010-602	PUBLIC DEFENDER: 220254		2023100629	12/18/2023			250.00
	001-010-602	PUBLIC DEFENDER: 220689		2023110631	12/18/2023			250.00
	001-010-602	PUBLIC DEFENDER: 220890		2023100565	12/18/2023			250.00
	001-010-602	PUBLIC DEFENDER: 221009		2023120309	12/18/2023			250.00
001	AGJ SYSTEMS & NETWORKS INC	240727	01/02/2024	12/21/2023			7,733.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-606	JAN 2024: MSP COMPLETE CARE		MSP-110496	01/01/2024			6,200.00
	001-092-606	JAN 2024: MS365 EXC (84)		110573	01/01/2024			420.00
	001-092-606	JAN 2024: MS365 BUS (34)		110573	01/01/2024			459.00
	001-092-606	JAN 2024: LITIGATN HOLD (18)		110573	01/01/2024			54.00
	001-092-606	JAN 2024: BACKUP SERVER (2)		110595	01/01/2024			600.00
001	POWELL CONSTRUCTION SERVICES INC	240729	01/02/2024	12/21/2023			6,690.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-637	REPL ST LIGHT POLE (6)		4183	12/21/2023			6,690.00
001	A & B TOWING AND AUTOMOTIVE LLC	240736	01/02/2024	12/22/2023			130.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	TOWING SERVICE: #10636		12202023	12/20/2023			130.00
001	AT&T	240743	01/02/2024	12/27/2023			4,327.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	12/14/2023			4,327.47
001	AT&T	240744	01/02/2024	12/27/2023			38.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC LINE MONITORING		2284970262	12/14/2023			38.42

Docket of Claims
Release date from 01/02/2024 thru 01/02/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RJ YOUNG COMPANY LLC	240746	01/02/2024	12/27/2023			75.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	LEXMARK C4150:BASE FEE		INV6677465	12/13/2023			38.00
	001-100-699	RICO IM C2500:BASE FEE		INV6677465	12/13/2023			37.50
001	TRANSUNION RISK-ALTERNATE DATA SOLS INC	240747	01/02/2024	12/27/2023			691.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	OCT 23 ACCT 6006920		202310-1	11/01/2023			340.00
	001-100-699	NOV 23 ACCT 6006920		202311-1	12/01/2023			351.34
001	GLOBALSTAR	240748	01/02/2024	12/27/2023			102.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0062159118	12/16/2023			102.74
001	DEPT PUBLIC SAFETY	240749	01/02/2024	12/27/2023			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES (NOV 2023)		90139263	12/08/2023			300.00
001	SBM REPORTING LLC	240750	01/02/2024	12/27/2023			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	PLANNING MGT 12/7/23		MB1628	12/13/2023			175.00
001	RJ YOUNG COMPANY LLC	240751	01/02/2024	12/27/2023			121.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMG00-01 RENTAL FEE		INV6689424	12/20/2023			113.14
	001-161-698	ADMIN FEE		INV6689424	12/20/2023			8.00
001	GRAND VIEW SECURITY LLC	240752	01/02/2024	12/27/2023			1,550.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	NETWORK SWITCH (2): GM PARK		2312141123	12/19/2023			373.00
	001-170-639	MEDIA CONVERTER: GM PARK		2312141123	12/19/2023			187.50
	001-170-639	LABOR-REPR EQUIP: GM PARK		2312141123	12/19/2023			990.00
001	FUELMAN	240753	01/02/2024	12/27/2023			3,103.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP65625993	12/18/2023			63.52
	001-100-525	UNL FUEL		NP65625993	12/18/2023			2,280.76
	001-161-525	UNL&DSL FUEL		NP65625993	12/18/2023			341.53
	001-170-525	UNL FUEL		NP65625993	12/18/2023			319.84
	001-205-525	UNL&DSL FUEL		NP65625993	12/18/2023			97.93
001	FUELMAN	240756	01/02/2024	12/27/2023			2,985.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP65646934	12/25/2023			59.15
	001-100-525	UNL FUEL		NP65646934	12/25/2023			2,350.83
	001-161-525	UNL&DSL FUEL		NP65646934	12/25/2023			508.18
	001-170-525	UNL FUEL		NP65646934	12/25/2023			67.04

Docket of Claims
Release date from 01/02/2024 thru 01/02/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CENTERPOINT ENERGY	240762	01/02/2024	12/27/2023			123.89	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE:10/24-11/21/23		11000885-1	11/30/2023			123.89
001	CENTERPOINT ENERGY	240763	01/02/2024	12/27/2023			45.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	SOUTH FIRE:10/24-11/21/23		11000999-0	11/30/2023			45.04
001	C SPIRE WIRELESS	240765	01/02/2024	12/27/2023			971.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	12/11/2023			489.10
	001-100-605	DATA CARDS (14)		0032680896	12/11/2023			482.72
001	SPARKLIGHT	240774	01/02/2024	12/28/2023			95.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JAN 2024: CFD 122024086		12232023	12/22/2023			95.41
001	SPARKLIGHT	240775	01/02/2024	12/28/2023			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JAN 2024: NFD 122024383		12232023	12/22/2023			85.46
001	SPARKLIGHT	240776	01/02/2024	12/28/2023			85.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JAN 2024: SFD 122025091		12232023	12/22/2023			85.46
001	SPARKLIGHT	240777	01/02/2024	12/28/2023			230.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	JAN 2024: BACOT #135939403		12232023	12/22/2023			230.88
001	GALLS LLC	240780	01/02/2024	12/28/2023			190.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	KN202 LOCKOUT TOOL KIT (2)		026546196	12/14/2023	240144		171.98
	001-100-570	SHIPPING		026546196	12/14/2023	240144		18.99
001	TEAM ONE COMMUNICATIONS INC	240781	01/02/2024	12/28/2023			1,995.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	MFR REPR APX6000 #481CPH1074		1110020891	12/14/2023	240071		665.00
	001-161-639	MFR REPR APX6000 #481CPH1076		1110020901	12/14/2023	240071		665.00
	001-161-639	MFR REPR APX6500 #527CPH1168		1110020911	12/14/2023	240071		665.00
001	MS FIRE ACADEMY	240783	01/02/2024	12/28/2023			720.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	F-GROUND LEADERSHIP: MCCLURE		31713	12/15/2023	231206		360.00
	001-161-681	ENG CO OPERATIONS: DOSSETT		31695	12/15/2023	231195		360.00
001	LAWRENCE PRINTING COMPANY INC	240784	01/02/2024	12/28/2023			490.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	LINEN LEDGER PAPER (4)		79835	12/18/2023	240232		472.00
	001-040-500	SHIPPING		79835	12/18/2023	240232		18.23

Docket of Claims
Release date from 01/02/2024 thru 01/02/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CUSTOM PRODUCTS CORPORATION	240785	01/02/2024	12/28/2023			1,686.97	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-565	STOP SIGN (10)	403843	12/14/2023	240241		467.80	
	001-201-565	STREET SIGN (2): JO BETH	403843	12/14/2023	240241		70.80	
	001-201-565	GREEN POST U CHANNEL (50)	403843	12/14/2023	240241		883.00	
	001-201-565	NUT BRKWY VANDAL RESIST (100)	403843	12/14/2023	240241		61.00	
	001-201-565	BOLT CARRIAGE HEAD (100)	403843	12/14/2023	240241		44.00	
	001-201-565	WASHER NYLON (100)	403843	12/14/2023	240241		15.00	
	001-201-565	FREIGHT	403843	12/14/2023	240241		145.37	
001	R W VICE CONSTRUCTION LLC	240793	01/02/2024	12/28/2023			2,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-601	ABATEMENT: 1639 LIMA DR	421	12/19/2023	240239		2,000.00	
001	MUNICIPAL EMERGENCY SERVICES INC	240795	01/02/2024	12/28/2023			1,171.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	TOP(6);PANT(4): DANIELS	IN1976024	12/12/2023	230737		365.64	
	001-161-535	TOP(5);PANT(3);TOOL: HUDSON	IN1976025	12/12/2023	230737		388.45	
	001-161-535	TOP(2);SHORT(2): MCNEIL	IN1976026	12/12/2023	230737		199.95	
	001-161-535	TEE;PANT;SHORT: ROS	IN1976027	12/12/2023	230737		151.50	
	001-161-535	SWEATSHIRT: FREMIN	IN1976029	12/12/2023	230737		43.45	
	001-161-535	P&C COTTON TEE (2): LORENZO	IN1976032	12/12/2023	230737		23.00	
001	E AND J TIRE LLC	240796	01/02/2024	12/28/2023			150.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	TIRE (2): LIGHT PLANT	10329	12/18/2023	240261		150.00	
001	AMAZON CAPITAL SERVICE	240797	01/02/2024	12/28/2023			125.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-635	30W LED FLOOD LIGHT: CHALL	19VXH3KRD	12/10/2023	240233		64.99	
	001-205-559	FILTER COVER: SHOP HEATER	13Q74PNWLV	12/10/2023	240230		25.13	
	001-205-559	AIR FILTER KIT: SHOP HEATER	13Q74PNWLV	12/10/2023	240230		10.69	
	001-205-559	1/2" ROTOR & FILTER KIT	13Q74PNWLV	12/10/2023	240230		24.99	
001	MOTOROLA INC	240800	01/02/2024	12/28/2023			173,712.35	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-706	AVTEC LICENSE/SW PKG: DWNPMT	8230436977	12/13/2023	240047		17,433.60	
	001-100-706	PC CONSOLE PKG: DWNPMT	8230436977	12/13/2023	240047		3,923.64	
	001-100-706	24" LCD TOUCH MONITOR: DWNPMT	8230436977	12/13/2023	240047		3,560.76	
	001-100-706	USB FOOTSWITCH: DWNPMT	8230436977	12/13/2023	240047		620.40	
	001-100-706	AVTEC USB JACKBOX: DWNPMT	8230436977	12/13/2023	240047		3,120.00	
	001-100-706	USB DESK MIC: DWNPMT	8230436977	12/13/2023	240047		1,229.18	
	001-100-706	USB SPEAKER KIT: DWNPMT	8230436977	12/13/2023	240047		1,647.36	
	001-100-706	10 PRT USB HUB: DWNPMT	8230436977	12/13/2023	240047		316.80	
	001-100-706	PL MODEL H251 HEADSET: DWNPMT	8230436977	12/13/2023	240047		1,054.08	
	001-100-706	VP GATE SW LICENSE: DWNPMT	8230436977	12/13/2023	240047		6,680.64	
	001-100-706	ETHERNET SWITCH: DWNPMT	8230436977	12/13/2023	240047		2,462.08	
	001-100-706	VP GATE IP ENDPOINT: DWNPMT	8230436977	12/13/2023	240047		2,205.12	
	001-100-706	OUTPOST KIT: DWNPMT	8230436977	12/13/2023	240047		5,508.00	
	001-100-706	OUTPOST CONFIG TOOL: DWNPMT	8230436977	12/13/2023	240047		181.08	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MOTOROLA INC	240800	01/02/2024	12/28/2023			173,712.35	(CONTINUED)
		Account Number	Description	Invoice #	Date	P.O.	Amount	
		001-100-706	OUTPOST POWER SUPPLY: DWNPMPT	8230436977	12/13/2023	240047	346.80	
		001-100-706	OUTPOST RACK SHELF: DWNPMPT	8230436977	12/13/2023	240047	362.16	
		001-100-706	INSTL/TRAIN/CONFIG: DWNPMPT	8230436977	12/13/2023	240047	6,231.20	
		001-100-706	YR 2-5 SCOUTCARE MAINT: DWNPMPT	8230436977	12/13/2023	240047	21,455.20	
		001-100-706	APX NEXT SINGLE BAND (4)	8281783958	12/16/2023	240032	30,931.20	
		001-100-706	PROGRAMMING PKG	8281783958	12/16/2023	240032	276.91	
		001-100-706	V300 TRANSFR STN WGB-0138A	8281783812	12/16/2023	240040	1,317.98	
		001-100-706	V300 BDY CAMERA WGB0101A(40)	8281783812	12/16/2023	240040	35,087.60	
		001-100-706	USB DOCK/CHGR WGA00640 (40)	8281783812	12/16/2023	240040	7,052.80	
		001-100-706	V300 BTRY 3.8V WGP02614(40)	8281783812	12/16/2023	240040	3,491.20	
		001-100-706	MIKROTIK CONF WIFI KIT (2)	8281783812	12/16/2023	240040	440.80	
		001-100-706	DEVICE LIC FEE WGP02400 (40)	8281783812	12/16/2023	240040	8,463.20	
		001-100-706	V300 WIFI DOCK WGA00635 (27)	8281783812	12/16/2023	240040	7,736.04	
		001-100-706	PROGRAMMING PKG	8281781404	12/14/2023	240032	576.52	
FUND TOTAL	1 Claims	to	Checks	36 Total	216,141.04 Manual	Held	Total	216,141.04

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

156	TEAM ONE COMMUNICATIONS INC	240782	01/02/2024	12/28/2023			370.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	IBUTTON ADAPTER		12192023	12/19/2023	240145		50.00
	156-100-799	64 KBIT MEMORY IBUTTON		12192023	12/19/2023	240145		26.80
	156-100-799	PROGRAMMING TEST/ALIGN CABLE		12192023	12/19/2023	240145		163.40
	156-100-799	FREIGHT		12192023	12/19/2023	240145		23.00
	156-100-799	CBL ASSY PROGRAMMING USB		12192023	12/19/2023	240145		107.20
FUND TOTAL 156 Claims	to	Checks	1 Total	370.40	Manual	Held	Total	370.40

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	GOODWYN MILLS & CAWOOD INC	240733	01/02/2024	12/22/2023			2,173.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-762	CONST DOCS: BATHHOUSE 100%		2300472	12/21/2023			1,608.00
	171-176-762	BIDDING/NEGOTIATION: 10%		2300472	12/21/2023			402.00
	171-176-762	REIMB EXP: DOC COPIES		2300472	12/21/2023			163.16
FUND TOTAL 171 Claims	to	Checks	1 Total	2,173.16	Manual	Held	Total	2,173.16

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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	240742	01/02/2024	12/27/2023			1,600.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		DEC 2023	12/27/2023			1,600.71
FUND TOTAL 172 Claims	to	Checks	1 Total	1,600.71	Manual	Held	Total	1,600.71

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	GRAND VIEW SECURITY LLC	240755	01/02/2024	12/27/2023			125.00	
	Account Number 176-170-639	Description	INSTALL CONTACTS: SHEPARD PRK	Invoice # 2311221027	Date 12/19/2023	P.O.	Amount	125.00
176	SPARKLIGHT	240778	01/02/2024	12/28/2023			127.95	
	Account Number 176-170-699	Description	JAN 2024: SSP 136075116	Invoice # 12232023	Date 12/22/2023	P.O.	Amount	127.95
176	AMAZON CAPITAL SERVICE	240798	01/02/2024	12/28/2023			55.24	
	Account Number 176-170-639	Description	IGN KEY SWITCH: POLARIS RANGER	Invoice # 1G61C1FF1T	Date 12/11/2023	P.O. 240229	Amount	13.99
	Account Number 176-170-639	Description	CARB W/INTAKE HSE:POLARIS ATP	Invoice # 1G61C1FF1T	Date 12/11/2023	P.O. 240229	Amount	41.25
FUND TOTAL 176 Claims	to	Checks	3 Total	308.19 Manual		Held	Total	308.19

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
255	THE PEOPLES BANK	240469	01/02/2024	11/28/2023			25,725.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	255-680-813	INT: GO REF BOND S2020		3322	11/20/2023		25,725.00	
FUND TOTAL 255 Claims	to	Checks	1 Total	25,725.00	Manual	Held	Total	25,725.00

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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 304-510-755	240732	01/02/2024	12/22/2023			323,874.55	
	Description AMPHITHEATER CONST 93%			Invoice # 11	Date 12/21/2023	P.O.	Amount	323,874.55
304	FLETCHER CONSTRUCTION CO INC Account Number 304-510-778	240735	01/02/2024	12/22/2023			351,055.50	
	Description GREAT LAWN SITE WORK 53%			Invoice # 5	Date 12/21/2023	P.O.	Amount	351,055.50
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-763	240760	01/02/2024	12/27/2023			19,675.00	
	Description TO #6: AMPHITHEATER			Invoice # 8954	Date 12/26/2023	P.O.	Amount	19,675.00
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-762 304-510-763 304-510-763	240761	01/02/2024	12/27/2023			49,125.00	
	Description TO #7: ENG/ARC DESIGN 60%			Invoice # 8955	Date 12/26/2023	P.O.	Amount	24,825.00
	TO #7: CONST ADMIN 20%			8955	12/26/2023			10,000.00
	TO #7: RES PROJ REP 20%			8955	12/26/2023			14,300.00
FUND TOTAL 304 Claims	to	Checks	4 Total	743,730.05	Manual	Held	Total	743,730.05

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	RJ YOUNG COMPANY LLC	240713	01/02/2024	12/19/2023			248.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GSI100-01 RENTAL FEE		INV6677659	12/13/2023			166.49
	400-650-698	IM C4500 USAGE:B/W		INV6677659	12/13/2023			10.37
	400-650-698	IN C4500 USAGE:COLOR		INV6677659	12/13/2023			72.06
400	2018-2019 BOND DEBT SERVICE FUND	240714	01/02/2024	12/19/2023			24,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	JAN 2024: 2018 BOND DS		01012024	01/01/2024			24,000.00
400	2018-2019 BOND DEBT SERVICE FUND	240715	01/02/2024	12/19/2023			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	JAN 2024: 2019 BOND DS		01012024	01/01/2024			32,000.00
400	COG DEPOSITORY ACCOUNT	240716	01/02/2024	12/19/2023			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		12112023	12/11/2023			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		12112023	12/11/2023			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		12112023	12/11/2023			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		12112023	12/11/2023			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		12112023	12/11/2023			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		12112023	12/11/2023			9,665.99
400	JACKSON COUNTY UTILITY AUTHORITY	240731	01/02/2024	12/21/2023			223,406.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	JAN 2024 TREATMENT CHGS		2402	01/01/2024			223,406.00
400	WAGGONER ENGINEERING INC	240734	01/02/2024	12/22/2023			115.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	NEPA ANALYSIS: EPA STAG APP		41772	12/21/2023			115.00
400	COGENT STRATEGIES LLC	240741	01/02/2024	12/27/2023			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 12/6/23-01/5/24		3304	12/26/2023			7,500.00
400	AT&T	240745	01/02/2024	12/27/2023			69.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICES		2284972276	12/06/2023			69.80
400	FUELMAN	240754	01/02/2024	12/27/2023			121.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP65625993	12/18/2023			121.48
400	SEYMOUR ENGINEERING PLLC	240757	01/02/2024	12/27/2023			6,300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-603	DESIGN: SHELTER DIST SYS 100%		8956	12/26/2023			5,500.00
	400-651-603	FLOW TEST: SHELTER DIST SYS		8956	12/26/2023			800.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SEYMOUR ENGINEERING PLLC	240758	01/02/2024	12/27/2023			3,620.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-603	CONST ADMIN: HEADST PROJ		8957	12/26/2023			870.00
	400-651-603	RES PROJ REP: HEADST PROJ		8957	12/26/2023			2,750.00
400	FUELMAN	240759	01/02/2024	12/27/2023			209.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP65646934	12/25/2023			209.56
400	SEYMOUR ENGINEERING PLLC	240764	01/02/2024	12/27/2023			9,200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-603	CA/RPR: CCTV SS LINES 100%		8958	12/26/2023			9,200.00
400	WASTE MANAGEMENT OF MS-GLF COAST INC	240766	01/02/2024	12/27/2023			958.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	12/1-15/23: TIMBERLANE		8206684768	12/18/2023			1,761.69
	400-651-698	CR OVRPMT: INV 081842347684		8206684768	12/18/2023			-803.46
400	SPARKLIGHT	240779	01/02/2024	12/28/2023			106.55	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JAN 2024: UTLY 107663106		12232023	12/22/2023			106.55
400	SOUTHERN PIPE & SUPPLY CO INC	240786	01/02/2024	12/28/2023			10,668.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-583	2HP GRINDER PUMP (2): SPARES		8853941-00	12/05/2023	240195		3,152.74
	400-651-581	HYDRANT SAFETY REPR KIT (6)		8863415-00	12/13/2023	240217		2,009.64
	400-651-581	QT PURPLE PRIMER (24)		8840665-00	12/13/2023	240180		422.88
	400-651-581	QT PVC HD GRAY CEMENT (24)		8840665-00	12/13/2023	240180		454.08
	400-651-583	16OZ GREEN MARK PAINT (60)		890494000	12/20/2023	240251		358.80
	400-651-581	BLUE MARK PAINT (42)		890494000	12/20/2023	240251		251.16
	400-651-581	100/PK BLUE MARK FLAG (3)		890494000	12/20/2023	240251		51.00
	400-651-581	100/PK WHITE MARK FLAG (2)		890494000	12/20/2023	240251		34.00
	400-651-583	100/PK GREEN MARK FLAG (3)		890494000	12/20/2023	240251		51.00
	400-651-709	5/8X3/4 BLMJ DIRECT METER(25)		892125900	12/20/2023	240259		2,050.00
	400-651-709	3/4X2-1/2 BRS METER CPLG(42)		892125900	12/20/2023	240259		407.82
	400-651-709	2 THRD MJ MS DIRECT METER(2)		892125900	12/20/2023	240259		1,279.10
	400-651-709	2" METER NIP/COUPL (4)		892125900	12/20/2023	240259		146.36
400	MICRO METHODS INC	240787	01/02/2024	12/28/2023			200.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	COLIFORM SAMPLE 2: WESTGATE		2312262186	12/14/2023	240258		100.00
	400-651-698	COLIFORM SAMPLE: WESTGATE WELL		2312176186	12/12/2023	240248		100.00
400	CONSOLIDATED PIPE & SUPPLY	240788	01/02/2024	12/28/2023			4,091.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	6" MUL A2361-23 MJ L/ACC(4)		3737920000	12/13/2023	240218		3,592.00
	400-651-581	6" 2006PV MEGALUG C900/IPS(8)		3737920000	12/13/2023	240218		352.00
	400-651-581	6" CHAMP 08 MJ GSKT ONLY(8)		3737920000	12/13/2023	240218		44.00
	400-651-581	3/4X3-1/2 T-HEAD BOLT W/NT(48)		3737920000	12/13/2023	240218		103.20

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CENTRAL PIPE SUPPLY-JACKSON	240789	01/02/2024	12/28/2023			61.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4 BR COUP 3236 (2)		0356360003	12/12/2023	240214		61.18
400	COAST CHLORINATOR & PUMP CO INC	240790	01/02/2024	12/28/2023			1,140.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	ADV AUTO SWTCHOVR MODULE (2)		76748	12/15/2023	240252		1,140.00
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	240791	01/02/2024	12/28/2023			163.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	3PK SORT KWIK		3554808951	12/15/2023	240253		4.67
	400-650-500	12PK STPLS INVISIBLE TAPE		3554808951	12/15/2023	240253		7.56
	400-650-500	LTR SIZE 6PK BLK CLIPBOARD		3554808951	12/15/2023	240253		12.21
	400-650-500	RETRACT 24PK BLUE INK PEN		3554808951	12/15/2023	240253		7.13
	400-650-500	STPLS 50PK THERMAL POS TAPE		3554808951	12/15/2023	240253		131.69
400	CITY ELECTRIC SUPPLY CO	240792	01/02/2024	12/28/2023			732.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	60A 2P MIN CIR BRKR:FISHHAWK		PAS/092029	12/01/2023	240196		67.02
	400-651-584	OL RELAY 6-9A (2)		PAS/092029	12/01/2023	240196		224.00
	400-651-584	18A 120VAC COIL (2)		PAS/092029	12/01/2023	240196		123.00
	400-651-584	BARE SD 4 SOLID 1000 REEL (10)		PAS/092029	12/01/2023	240196		13.40
	400-651-584	3/4 GROUND ROD CLAMP (2)		PAS/092029	12/01/2023	240196		15.14
	400-651-584	14' UV CABLE TIE BARB (300)		PAS/092029	12/01/2023	240196		223.23
	400-651-584	60A 2P MIN CIR BRKR: FISHHAWK		PAS/092059	12/04/2023	240196		67.02
400	CUPIT SIGNS OF MISSISSIPPI INC	240794	01/02/2024	12/28/2023			24.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-500	12" CITY LOGO DECAL (2)		36064C	12/15/2023	240237		24.00
400	AMAZON CAPITAL SERVICE	240799	01/02/2024	12/28/2023			637.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	8' LED SHOP LT 10/PK (3)		14HC91PQ1J	12/14/2023	240221		509.97
	400-650-635	ALERT LED 150L REEL LT (2)		14JWQJGPF	12/19/2023	240263		127.98
FUND TOTAL 400 Claims		to	Checks	24 Total	369,001.63 Manual	Held	Total	369,001.63

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SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	36 Total	216,141.04 Manual	Held	Total	216,141.04
FUND 156 Claims	to	Checks	1 Total	370.40 Manual	Held	Total	370.40
FUND 171 Claims	to	Checks	1 Total	2,173.16 Manual	Held	Total	2,173.16
FUND 172 Claims	to	Checks	1 Total	1,600.71 Manual	Held	Total	1,600.71
FUND 176 Claims	to	Checks	3 Total	308.19 Manual	Held	Total	308.19
FUND 255 Claims	to	Checks	1 Total	25,725.00 Manual	Held	Total	25,725.00
FUND 304 Claims	to	Checks	4 Total	743,730.05 Manual	Held	Total	743,730.05
FUND 400 Claims	to	Checks	24 Total	369,001.63 Manual	Held	Total	369,001.63
Total for all Funds			Checks 71 Total	1,359,050.18 Manual	Held	Total	1,359,050.18

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

Council Meeting:
Title:

**January 2, 2024
Receive October 2023 Finance Reports**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive October 2023 Finance Reports.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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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 000-2024

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 October 2023 are hereby received.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting January 2, 2024.

OCT 2023 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$5,008,962.53
HB1 Modernization Act Funds	Depository Account	002-000-001	\$902,882.45
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$1,950,873.35
MDAH School House Grant	Depository Account	030-000-001	\$20,427.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$170,690.32
U S Justice Equitable Sharing	Depository Account	157-000-001	\$17,411.86
Fire Protection Fund	Depository Account	160-000-001	\$401,368.22
Tidelands Grant	Depository Account	171-000-001	(\$39,717.86)
Library Support Fund	Depository Account	172-000-001	\$1,809.92
Shepard State Park Fund	Depository Account	176-000-001	\$76,313.85
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	\$4,851.89
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$8,610,017.86
General Depository Reconciled Cash Balance			\$8,610,017.86

ENTERPRISE FUND

Fund Name		Account #	Balance
OST-GV Sewer Improvements	Enterprise Account	360-000-002	
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	(\$272,981.19)
Head Start Drainage Imp Project	Enterprise Account	370-000-002	(\$40,336.14)
Animal Shelter Water Main Ext	Enterprise Account	371-000-002	(\$89,448.50)
Water & Sewer Utility	Enterprise Account	400-000-002	\$2,975,949.65
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$2,573,183.82
Enterprise Reconciled Cash Balance			\$2,569,345.67

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$1,361,256.81
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$1,446,960.81
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$387,893.61
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$724,460.87
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$50,760.66
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$50,760.66
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	\$21,042.00
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$1,108,569.70
HB Town Commons - Great Lawn	Restricted Fund	304-000-002	\$2,000,541.26
MSPAC_TC Park HB1535 Project	Restricted Fund	304/309-000-004	\$2,541,400.52
Inclusion Playground HB603	Restricted Fund	304-000-009	\$1,000,430.57
Performing Arts Center HB603	Restricted Fund	309-000-005	\$2,000,541.26
SB 2971 Amphitheater-Museum	Restricted Fund	309-000-006	\$970,305.30
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$133.54
W&S Bond S2018-S2019: Construction	Bond Fund	Fund 355	\$3,834,097.92
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	\$255,902.20
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$938,554.61
Total Bond & Restricted Reconciled Cash Balances			\$18,693,612.30

**OCT 2023
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2024	OCT 2023	Balance	8.33% % to date
General Fund Revenues	12,478,213.00	531,019.38	11,947,193.62	4.2%
Expenditures:				
001 Legislative	246,854.00	26,240.78	220,613.22	10.6%
010 City Court	350,763.00	15,355.75	335,407.25	4.3%
021 City Manager	282,800.00	26,227.00	256,573.00	9.2%
022 Human Resources	76,969.00	4,981.42	71,987.58	6.4%
040 City Clerk	510,208.00	37,359.42	472,848.58	7.3%
060 City Attorney	175,000.00	11,250.00	163,750.00	6.4%
090 Economic Dev - Planning	520,795.00	34,899.42	485,895.58	6.7%
092 Building & General Expenses	1,297,845.00	270,418.03	1,027,426.97	20.8%
094 Grants & Project Admin	233,964.00	16,374.90	217,589.10	6.9%
100 Police	4,549,148.00	289,380.83	4,259,767.17	6.3%
161 Fire	3,057,931.00	208,723.25	2,849,207.75	6.8%
170 Recreation	808,414.00	47,300.21	761,113.79	5.8%
201 PW: Streets	734,800.00	0.00	734,800.00	
205 PW: Maintenance	392,996.00	23,593.18	369,402.82	6.0%
680 Debt Service	87,454.00	0.00	87,454.00	
900 Interfund Transfers	771,132.00	0.00	771,132.00	
General Fund Expenditures	14,097,073.00	1,012,104.19	13,084,968.81	7.1%
<i>Total Operating Expenditures</i>	12,930,778.00	1,011,251.69	11,919,526.31	
<i>Total Capital Outlay Expenditur</i>	171,500.00	852.50	170,647.50	
<i>Total Debt Service</i>	223,663.00	0.00	223,663.00	
<i>Total Transfers Out</i>	771,132.00	0.00	771,132.00	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	14,097,073.00	1,012,104.19	13,084,968.81	
<i>Personnel</i>	9,289,832.00	680,523.44	8,609,308.56	
<i>Supplies</i>	686,211.00	15,322.61	670,888.39	
<i>Other Services</i>	2,954,735.00	315,405.64	2,639,329.36	
<i>Capital Outlay</i>	171,500.00	852.50	170,647.50	
<i>Debt Service</i>	223,663.00	0.00	223,663.00	
<i>Interfund Transfers for DS</i>	771,132.00	0.00	771,132.00	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	14,097,073.00	1,012,104.19	13,084,968.81	

**OCT 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of OCT 2023	Balance	8.33% % to date
002 HB1 Modernization Funds				
Revenues	1,123,294.00		1,123,294.00	
Expenditures	2,026,176.45		2,026,176.45	
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	3,932,809.75		3,932,809.75	
Expenditures	5,884,118.49		5,884,118.49	
004 Amphitheater Venue Fund				
Revenues	555,000.00		555,000.00	
Expenditures	555,000.00		555,000.00	
030 MDAH 2014 Community Heritage				
Revenues	74,577.00		74,577.00	
Expenditures	95,004.43		95,004.43	
130 \$7M GO Bond - Capital Improvements				
Revenues	4,368,687.22	518.91	4,368,168.31	
Expenditures	5,597,535.75		5,597,535.75	
156 SE MS METRO TASK FORCE				
Revenues	0.00	50,000.00	(50,000.00)	
Expenditures	119,655.00	240.11	119,414.89	0.2%
157 US Justice Equitable Sharing				
Revenues	0.00		0.00	
Expenditures	13,434.43		13,434.43	
160 Fire Protection Fund				
Revenues	543,000.00		543,000.00	
Expenditures	629,500.00		629,500.00	
171 Combined Tidelands Grant				
Revenues	840,695.11	1,081.92	839,613.19	0.1%
Expenditures	799,895.33		799,895.33	
172 Library Support Fund				
Revenues	129,119.00	1,809.92	127,309.08	1.4%
Expenditures	129,119.00		129,119.00	
173 Fairway Boat Launch - Tidelands				
Revenues	250,000.00		250,000.00	
Expenditures	250,000.00		250,000.00	
176 Shepard State Park				
Revenues	180,570.00	23,443.08	157,126.92	12.9%
Expenditures	197,515.00	7,218.48	190,296.52	3.6%

**OCT 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of OCT 2023	Balance	8.33% % to date
177 HB1353 Local Imps: Shepard				
Revenues	500.00	551.58	(51.58)	110.3%
Expenditures	1,446,824.48		1,446,824.48	
250 2018 W&S Bond Debt Service				
Revenues	290,350.00	24,038.78	266,311.22	8.2%
Expenditures	286,318.76	60,659.38	225,659.38	21.1%
251 2018 W&S Bond Debt Serv Reserve				
Revenues	11,440.00	136.66	11,303.34	1.1%
Expenditures	1,950.00		1,950.00	
252 2019 W&S Bond Debt Service				
Revenues	387,300.00	32,113.85	355,186.15	8.2%
Expenditures	379,181.25		379,181.25	
253 2019 W&S Bond Debt Serv Reserve				
Revenues	11,750.00	178.20	11,571.80	1.5%
Expenditures	2,700.00		2,700.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	298,060.00	8.02	298,051.98	
Expenditures	298,431.26		298,431.26	
255 S2020 Refnd GO Bond Debt Service				
Revenues	472,700.00		472,700.00	
Expenditures	472,700.00		472,700.00	
300 USDA-NRCS EWP				
Revenues	149,362.50		149,362.50	
Expenditures	151,800.00		151,800.00	
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	0.00		0.00	
Expenditures	90,748.83		90,748.83	
304 Town Commons Park Project				
Revenues	213,000.00	1,344.67	211,655.33	0.6%
Expenditures	5,960,635.99		5,960,635.99	
305 S2019 MPI GO Bond Construction Fund				
Revenues	1,200.00	428.05	771.95	35.6%
Expenditures	25,000.00		25,000.00	
309 Town Center: MS Songwriters PA Center				
Revenues	3,600.00	1,312.11	2,287.89	36.4%
Expenditures	4,508,320.64		4,508,320.64	

**OCT 2023
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of OCT 2023	Balance	8.33% % to date
355 Water Supply & Treatment Plant				
Revenues	6,000.00	1,462.81	4,537.19	24.3%
Expenditures	3,848,023.20		3,848,023.20	
356 Lark Water Treatment Plant				
Revenues	2,770,000.00		2,770,000.00	
Expenditures	2,770,000.00		2,770,000.00	
361 GV-Robertsdale Sewer Imps				
Revenues	385,988.73	74,097.09	311,891.64	19.1%
Expenditures	0.00		0.00	
362 Hickory Hill Wtr Qty-Stormwater				
Revenues	2,973,981.00		2,973,981.00	
Expenditures	2,973,981.00		2,973,981.00	
370 Head Start Drainage Improvements				
Revenues	226,908.95	152,869.94	74,039.01	67.3%
Expenditures	74,039.01		74,039.01	
371 Animal Shelter Water Main Extension				
Revenues	282,075.50	92,875.50	189,200.00	32.9%
Expenditures	102,300.00		102,300.00	
404 Solid Waste Fund				
Revenues	1,587,600.00		1,587,600.00	
Expenditures	1,586,388.00	105,739.20	1,480,648.80	6.6%
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	600.00	97.55	502.45	16.2%
Expenditures	0.00		0.00	

**OCT 2023
YEAR TO DATE TOTALS**

Enterprise Fund (400)	BUDGET FY 2024	OCT 2023	Balance	8.33% % to date
Utility Fund Revenues	10,841,375.00	859,986.12	9,981,388.88	7.9%
Administration	3,920,970.00	308,268.60	3,612,701.40	7.8%
Water & Sewer O & M	3,818,072.00	223,406.00	3,594,666.00	5.8%
Debt Service	1,069,872.00	43,427.11	1,026,444.89	4.0%
Transfers	1,792,000.00	56,000.00	1,736,000.00	3.1%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	10,800,914.00	631,101.71	10,169,812.29	5.8%
<i>Total Operating Expenditures</i>	<i>7,535,042.00</i>	<i>531,674.60</i>	<i>7,003,367.40</i>	
<i>Total Capital Outlay Expenditures</i>	<i>204,000.00</i>	<i>0.00</i>	<i>204,000.00</i>	
<i>Total Debt Service</i>	<i>1,069,872.00</i>	<i>43,427.11</i>	<i>1,026,444.89</i>	
<i>Total Interfund Transfers</i>	<i>1,792,000.00</i>	<i>56,000.00</i>	<i>1,736,000.00</i>	
<i>Total Contingency Expenditures</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>10,800,914.00</i>	<i>631,101.71</i>	<i>10,169,812.29</i>	
<i>Personnel</i>	<i>560,570.00</i>	<i>41,322.19</i>	<i>519,247.81</i>	
<i>Supplies</i>	<i>313,000.00</i>	<i>1,387.55</i>	<i>311,612.45</i>	
<i>Other Services</i>	<i>6,661,472.00</i>	<i>488,964.86</i>	<i>6,172,507.14</i>	
<i>Capital Outlay</i>	<i>204,000.00</i>	<i>0.00</i>	<i>204,000.00</i>	
<i>Debt Service</i>	<i>1,069,872.00</i>	<i>43,427.11</i>	<i>1,026,444.89</i>	
<i>Interfund Transfers</i>	<i>1,792,000.00</i>	<i>56,000.00</i>	<i>1,736,000.00</i>	
<i>Contingencies</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>10,800,914.00</i>	<i>631,101.71</i>	<i>10,169,812.29</i>	

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

January 2, 2024
Approval of water and sewer adjustments for January 2024 in the amount of \$48,357.88

Introduced by:
Contact Person/Telephone

Ramona Morgan 497- 8000

Summary Explanation: Approval of water and sewer adjustments for January 2024 in the amount of \$48,357.88

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

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 January 2024 in the amount of \$48,357.88 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 January 2, 2024

JANUARY 2024 UTILITY ADJUSTMENTS								
THESE FOLLOW POLICY/ RECOMMEND APPROVAL								
		100	400	195	130	800		REASON FOR
	ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
	001-12401-001	89.18	163.88				253.06	Behind Walls
	003-02601-000		108.32	35.00			143.32	Outside Spigot
	015-12501-002	228.79	382.76	105.00			716.55	Hot Water Heater
	016-11001-002	115.71	234.14	70.00			419.85	Hot Water Heater
	020-10101-000		88.06				88.06	Pool Fill
	020-51101-006	153.90	263.72	105.00			522.62	Line under house
	020-53901-011		53.56	70.00			123.56	Behind Walls
	020-56201-003	469.11	1,699.15	70.00			2,238.26	Theft of Utilities
	021-05301-007	114.85	197.38	70.00			382.23	Outside Spigot
	023-13901-005	115.62	289.20	105.00			509.82	Behind Walls
	027-01501-000	234.63	580.09	35.00	325.00	41.62	1,216.34	Theft of Utilities
	027-25801-003		38.20	35.00			73.20	Theft of Utilities
	029-01201-000	49.42	106.64	35.00			191.06	Outside Spigot
	029-03701-007	36.63	60.86	35.00			132.49	Outside Spigot
	035-00401-009	184.66	470.46	70.00			725.12	Outside Spigot
	035-13001-000	836.60	1,544.40	35.00	400.00	89.01	2,905.01	Leak on main
	035-13011-001		972.67	35.00	800.00	58.45	1,866.12	Leak on main
	035-16351-000	179.50	424.53	35.00			639.03	Outside Spigot
	036-30903-000	7,793.11	19,569.92	105.00		546.03	28,014.06	Sterilizer leak
	039-01101-000	96.33	186.41	70.00			352.74	Outside Spigot
	039-13901-000	36.27	71.94				108.21	Busted Pipe
	041-08301-000	53.65	105.92	35.00			194.57	Outside Spigot
	041-16401-002		487.67	70.00			557.67	Pool Fill
	044-09301-002	33.72	79.33	35.00			148.05	Behind Walls
	047-20301-001	115.16	230.36	70.00			415.52	Line in yard
	047-21601-000	131.59	284.48	35.00			451.07	Busted Pipe
	056-07701-001	236.54	578.08	70.00			884.62	Line in yard
	056-26501-000	185.37	304.37	35.00	200.00	29.17	753.91	Theft of Utilities
	077-05201-002		422.06	70.00			492.06	Pool Fill
	089-20601-007		17.93	105.00			122.93	Behind Walls
	095-10901-002	252.75	597.08	35.00			884.83	Line in yard
	101-02401-000	114.23	160.98	70.00			345.21	Behind Walls
	122-09301-001	282.47	670.21	35.00	400.00	47.77	1,435.45	Line in yard
	132-00701-000		51.28				51.28	Pool Fill

	TOTAL	12,139.79	31,496.04	1,785.00	2,125.00	812.05	48,357.88	
	COMPLETED							

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

January 2, 2024
Resolution directing the placement of liens on properties located in Gautier, Mississippi, for fees and charges incurred by the City of Gautier to abate the unsafe conditions of vacant structures, pursuant to Mississippi Code Section 21-19-11

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Resolution directing the placement of liens on properties located in Gautier, Mississippi, for fees and charges incurred by the City of Gautier to abate the unsafe conditions of vacant structures

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2024

WHEREAS, in accordance with Section 21-19-11, Mississippi Code of 1972, the Council of the City of Gautier, Mississippi, hereby approved, after lawful notice and hearing, that the parcel of land described in "Exhibit A" was in such a state of uncleanness as to be a menace to the public health and safety of the community and authorized it to be abated by the City; and

WHEREAS, during each public hearing, the City Council approved assessment of the cost associated with the abatements, in addition to penalties, as indicated on Exhibit A; and

WHEREAS, the parcel has now been abated by the City of Gautier; and

WHEREAS, it is hereby resolved that the amount set for the parcel listed hereinafter is the actual cost of cleaning of the parcel, plus any penalties, as identified; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI:

SECTION 1. That the City Council for the City of Gautier hereby adopts the foregoing recitals as its findings.

SECTION 2. That the parcel of land identified in "Exhibit A," which is described by reference to deeds recorded at the appropriate pages in the Jackson County, Mississippi, Land Deed Books, is hereby charged with the cost of cleaning the parcel, plus any penalties, as identified.

SECTION 3. That these amounts are hereby declared to be an assessment and lien against the parcel listed in "Exhibit A," which shall be enrolled in the office of the Circuit Clerk of Jackson County, Mississippi, as judgements are enrolled, and the Jackson County Tax Collector, acting as collector of City taxes, is hereby directed to sell the parcel of land to satisfy the liens in the manner provided by law for the sale of land for delinquent taxes.

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

Motion was made by **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 January 2, 2024.



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

CITY OF GAUTIER

Nature's Playground

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

December 21, 2023

Re: Resolution For Lien Assessment

Dear Council Members:

I am requesting the Council approve the abatement costs of 1639 Lima. The costs are associated with a previous order this Council issued for cleaning this dilapidated and dangerous property. The details of the abatement costs are provided below. If you need any further information, my number is 228-497-1868 ext 360 and my email address is pfagan@gautier-ms.gov.

EXHIBIT A

Parcel & Address	Owner & Mailing Address	Total Assessment
#85940184.000 1639 Lima Gautier, MS 39553	William Middleton Unknown / Alabama PHONE: 228-327-6673	Cost: \$2,000 Penalty: \$1,500 Total Assessment: \$3,500

Sincerely,

Patrick Fagan

Code Enforcement
City of Gautier
3330 Hwy 90
Gautier, MS. 39553

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

Council Meeting:
Title:

**January 2, 2024
Approval of a Limited Use Agreement between the
City of Gautier and Jackson County, Mississippi
for the 2024 Jackson County Household
Hazardous Waste Collection Day to be held at the
Singing River Mall Site.**

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Approval of a Limited Use Agreement between the City of Gautier and Jackson County, Mississippi for the 2024 Jackson County Household Hazardous Waste Collection Day to be held at the Singing River Mall Site.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, Jackson County, Mississippi has requested use of the Singing River Mall Site for the 2024 Jackson County Household Hazardous Waste Collection Day; and

WHEREAS, the Jackson County Household Hazardous Waste Collection Day is held annually, and provides a benefit to the citizens of the City of Gautier; and

WHEREAS, House Bill 35, 2002, is a Local and Private law authorizing Jackson County and its incorporated municipalities to share governmental equipment, manpower, services and resources as mutually agreed upon; and

WHEREAS, it is the desire of the Mayor and Council of the City of Gautier, Mississippi to permit use of the Singing River Mall Site as more fully described in the Limited Use Agreement; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Limited Use Agreement between the City of Gautier and Jackson County Mississippi for the 2022 Jackson County Household Hazardous Waste Collection Day is hereby approved; and

IT IS FURTHER ORDERED that the Singing River Mall Site will be made available as the location for the 2024 Jackson County Household Hazardous Waste Collection site pursuant to the attached Limited Use Agreement; and

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2024.

**LIMITED USE AGREEMENT BETWEEN THE CITY OF GAUTIER, MISSISSIPPI
AND JACKSON COUNTY, MISSISSIPPI**

This Limited Use Agreement of Real Property (“Agreement”) is executed to be effective the _____ day of _____, 2023, between the City of Gautier, Mississippi (“City”) and Jackson County, Mississippi (“County”).

WHEREAS, the City is the owner of certain real property located on the north side of Highway 90, commonly identified as the former Singing River Mall (hereinafter, “the Property”); and

WHEREAS, the County desires to host its Annual Household Hazardous Waste Collection Event on Saturday, April 20, 2024 on the Property; and

WHEREAS, the City desires to allow the County to utilize the Property for that purpose.

THEREFORE, in consideration of the following mutual covenants and conditions it is hereby agreed as follows:

1. THE PROPERTY

The Property is graphically depicted on attached “Exhibit A”.

2. REPRESENTATIONS

The Parties represent and warrant that (i) each, and its authorized signatory, has full right, power and authority to execute this Agreement; and (ii) execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on either Party.

3. TIME FRAME

The Property may be utilized by the County on Saturday, April 20, 2024.

4. LIMITED USE

A. The use of the Property by the County shall be solely for the purpose of hosting its Annual Household Hazardous Waste Collection Event.

B. The County, in consideration for the use of the Property during the above time frame, agrees to perform any necessary limited preparation for use of the property for the Event but agrees not to damage the Property or make any permanent alterations to said property.

C. The County, in consideration for the use of the Property during the above time frame, agrees to leave the Property in the same condition as it existed before the Event.

5. COMPENSATION

The Parties agree that due to the benefit provided to their citizens, the City grants the County the use of the Property without monetary compensation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates shown below.

JACKSON COUNTY, MISSISSIPPI

By: _____
KEN TAYLOR, PRESIDENT
BOARD OF SUPERVISORS

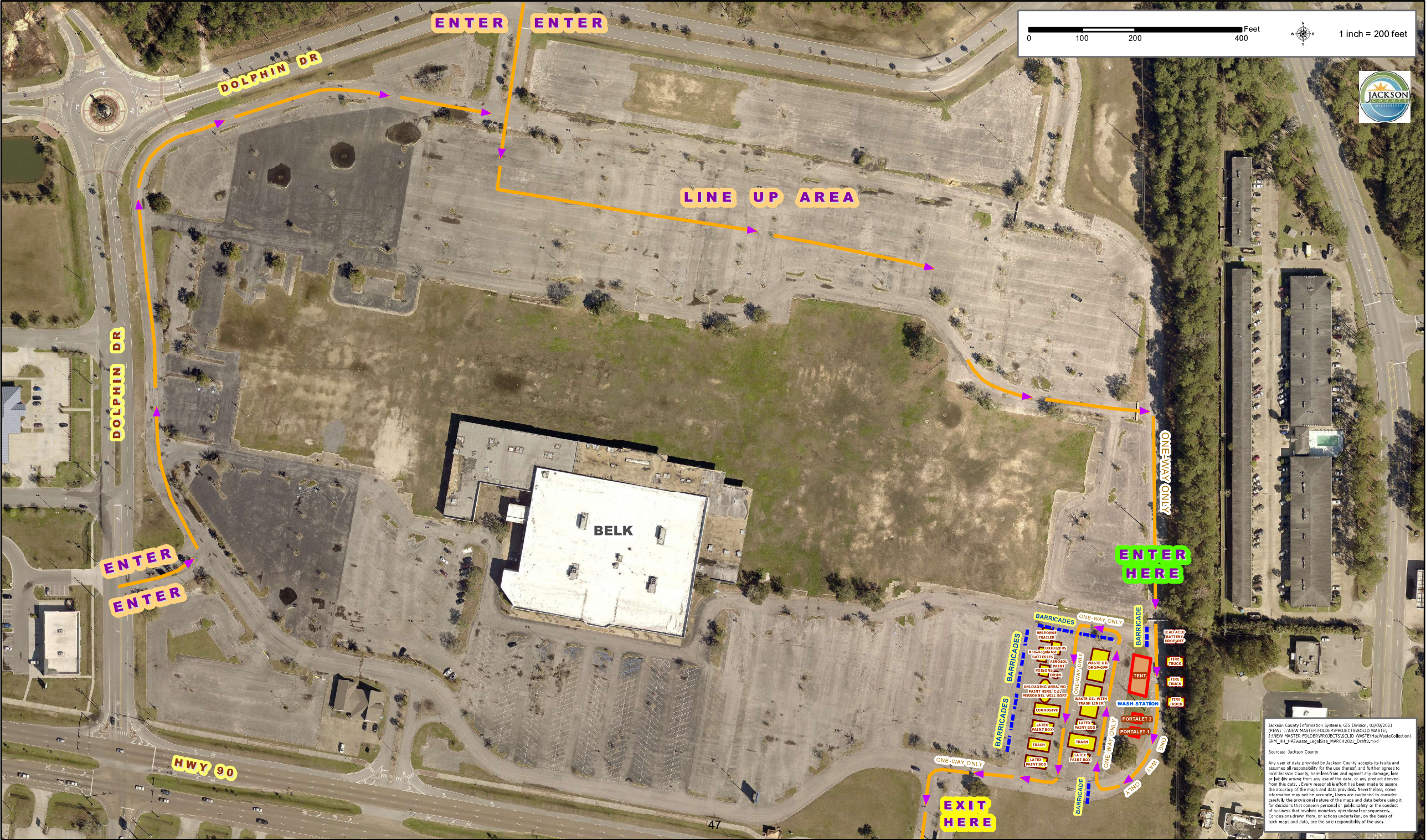
Date: _____

CITY OF GAUTIER, MISSISSIPPI

By: _____
PAULA YANCEY,
CITY MANAGER

Date: _____

Exhibit A



Jackson County Information Systems, GIS Division, 03/08/2021
(REV) 2- NEW MASTER FOLDER PROJECTS/SOLID WASTE/
3-NEW MASTER FOLDER PROJECTS/SOLID WASTE/Has/WasteCollection/
SPM_JH_HA2/waste_LegalSite_MARCH2021_Draft2.mxd

Sources: Jackson County

Any user of data provided by Jackson County accepts its faults and assumes all responsibility for the use thereof, and further agrees to hold Jackson County harmless from and against any damage, loss or liability arising from any use of the data, or any product derived from this data. Every reasonable effort has been made to assure the accuracy of the maps and data provided. Nevertheless, some information may not be accurate. Users are cautioned to consider carefully the provisional nature of the maps and data before using it for decisions that concern personal or public safety or the conduct of business that involves monetary operational consequences. Conclusions drawn from, or actions undertaken, on the basis of such maps and data, are the sole responsibility of the users.

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

January 2, 2024
Authorization to accept an Emergency Watershed Protective Program grant from the US Department of Agriculture's Natural Resources Conservation Service and authorization to provide matching funds

Introduced by:
Contact Person/Telephone

Kim Saucier 497-8000 Ext. 315

Summary Explanation: Authorization to accept an Emergency Watershed Protective Program grant from the US Department of Agriculture's Natural Resources Conservation Service and authorization to provide matching funds

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the Grants and Projects Department requests City Council authorization to accept an Emergency Watershed Protection Program grant from the U.S. Department of Agriculture's Natural Resources Conservation Service and authorization to provide matching funds; and

WHEREAS, the City was notified via email on December 13, 2022, that it had received a total of \$104,362.50 in Emergency Watershed Protection Program grant funds for drainage work in two locations across the City.

WHEREAS, this is a 75/25 grant, and the estimated total project cost is \$126,500 (\$94,875 in federal funds and \$31,625 in local match), and NRCS will also provide up to \$9,487.50 for technical assistance to aid with related engineering costs; and

WHEREAS, this project will include streambank stabilization with riprap and debris/sediment removal at Cypress Landing/Ferry Point Road and at San Lorenzo; and

WHEREAS, the Mayor and Council hereby find that accepting an Emergency Watershed Protective Program grant and to provide matching funds 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 acceptance of an Emergency Watershed Protective Program grant from the US Department of Agriculture's Natural Resources Conservation Service and to provide matching funds is hereby approved and authorized.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: December 19, 2023
Subject: Acceptance of Emergency Watershed Protection Program Grant from NRCS (2021)
NR244423XXXXC001

REQUEST:

The Grants and Projects Department requests City Council authorization to accept an Emergency Watershed Protection Program grant from the U.S. Department of Agriculture's Natural Resources Conservation Service and authorization to provide matching funds.

BACKGROUND:

The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters. The EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, drought, windstorms, and other natural occurrences. The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) administers the EWP Program.

DISCUSSION:

The City was notified via email on December 13, 2022, that it had received a total of \$104,362.50 in Emergency Watershed Protection Program grant funds for drainage work in two locations across the City. This is a 75/25 grant, and the estimated total project cost is \$126,500 (\$94,875 in federal funds and \$31,625 in local match). NRCS will also provide up to \$9,487.50 for technical assistance to aid with related engineering costs.

This project will include streambank stabilization with riprap and debris/sediment removal at Cypress Landing/Ferry Point Road and at San Lorenzo.

RECOMMENDATION:

The Grants and Projects Department recommends that the City Council accept an Emergency Watershed Protection Program grant from the U.S. Department of Agriculture's Natural Resources Conservation Service and authorize matching funds.

The City Council may:

1. Accept the grant award and provide matching funds as presented; or
2. Not accept the grant award and not provide matching funds as presented.

ATTACHMENT(S):

1. Grant agreement



NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR244423XXXXC001	2. Amendment Number	3. Award /Project Period NRCS signature - 05/01/2024	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 100 West Capitol Street, Suite 1321 Jackson, MS 39269		6. Recipient Organization (Name and Address) CITY OF GAUTIER POST OFFICE BOX 670 GAUTIER MS 39553-5124 UEI Number / DUNS Number: NNHKF6JZHN65 / 964447817 EIN:	
7. NRCS Program Contact Name: Norman Patterson Phone: (601) 909-3325 Email: norman.patterson@ms.usda.gov	8. NRCS Administrative Contact Name: Lori Baker Phone: (859) 224-7360 Email: lori.baker@usda.gov	9. Recipient Program Contact Name: April Stennett Phone: 228-497-1878 Email: astennett@gautier-ms.gov	10. Recipient Administrative Contact Name: April Stennett Phone: 228-497-1878 Email: astennett@gautier-ms.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: April Stennett Phone: 228-497-1878 Email: astennett@gautier-ms.gov
15. Project Title/ Description: EWPP - Jackson Co. MS. DSRs: 28-04-21-5306-310 and 28-04-21-5306-311. Bank stabilization along Ferry Point Road and San Lorenzo.			
16. Entity Type: C = City or township Government			
17. Select Funding Type			
Select funding type:	☒ Federal	☒ Non-Federal	
Original funds total	\$104,362.50	\$31,625.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$104,362.50	\$31,625.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$94,875.00	Other	\$9,487.50
Total Direct Cost	\$104,362.50	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$31,625.00
		Total Federal Funds Awarded	\$104,362.50
		Total Approved Budget	\$135,987.50

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative KURT READUS, State Conservationist	Signature	Date
Name and Title of Authorized Recipient Representative PAUL YANCEY, City Manager	Signature	Date

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

Statement of Work

Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS", to provide technical and financial assistance to the City of Gautier, hereinafter referred to as the "Sponsor," for EWP Project # 5306-310 & 311, Jackson County, Mississippi, for implementation of recovery measures, that, if left undone, pose a risk to life and/or property.

Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- DSR 28-04-21-5306-310 - Cypress Landing @ Ferry Point Road – bank stabilization – Jackson Co, MS
- DSR 28-04-21-5306-311 – San Lorenzo - Bank Stabilization – Jackson Co, MS

Budget Narrative

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement will be based on actual expenditures, not to exceed the amount obligated.

Total Estimated Project Budget: \$135,987.50

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$94,875.00 + 25% Sponsor \$31,625): \$126,500.00

Technical Assistance (TA) Costs:

100% NRCS (7.5% of total construction cost): \$9,487.50

1. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 7.5 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work
2. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for financial assistance (FA) and one for technical assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.
3. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.
4. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include
 - a. engineering costs include, but not limited to, developing a project design that includes construction drawings and specifications, an operation and maintenance plan, a quality assurance/inspection plan and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.
 - b. contract administration costs include, but not limited to, soliciting, evaluating, awarding and administering contracts for construction and engineering services, including project management, verifying invoices and record keeping.
5. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

Responsibilities of the Parties:

SPONSOR RESPONSIBILITIES

If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

1. Perform the work and produce the deliverables as outlined in this Statement of Work.
2. Comply with the applicable version of the General Terms and Conditions.
3. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination of both.
4. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.
5. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.
6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.
7. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.
8. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.
9. Account for and report FA and TA expenditures separately in order for expenses to be eligible for reimbursement. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for TA and one for FA, requiring this separation.
10. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.
11. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.
12. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:
 - a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
 - b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
 - c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
 - d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.
13. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

14. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

15. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

16. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

17. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

18. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

19. Pay the contractor(s) for all work performed in accordance with the agreement and submit a SF 270, "Request for Advance and Reimbursement," with all documentation to support the request. Payments will be withheld until all required documentation is submitted and complete.

20. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

21. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

22. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

23. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

24. Be liable to the NRCS for damages sustained by the NRCS as a result of the contractor failing to complete the work within the specified time. The damages will be based upon the additional costs incurred by the NRCS resulting from the contractor not completing the work within the allowable performance period. These costs include but are not limited to personnel costs, travel, etc. The NRCS will have the right to withhold such amount out of any monies that may be then due or that may become due and payable to the Sponsor. This liability is not applicable to the extent that the contract performance time is extended by court judgment unless such judgment results from actions of the Sponsor not concurred in by NRCS.

25. Take necessary legal action, including bringing suit, to collect from the contractor any monies due in connection with the contract, or upon request of NRCS, assign and transfer to NRCS any or all claims, demands, and causes of action of every kind whatsoever that the Sponsor has against the contractor or his or her sureties.

26. Submit reports and payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov as outlined in the applicable version of the General Terms and Conditions. For payments ezFedGrants does not have a process for construction line items.

Reporting frequency is as follows:

Performance reports: annual

SF425 Financial Reports: annual

NRCS RESPONSIBILITIES

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.
2. If applicable designate a Government representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.
4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a timely manner to resolve concerns.

SPECIAL PROVISIONS

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.
5. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.
6. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

Expected Accomplishments and Deliverables

1. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that

comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.

2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.326, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.326, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.

3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.

4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commencement of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.

5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.

Resources Required

See the Responsibilities of the Parties section for required resources, if applicable.

Milestones

Milestones shall include, but not limited to, the following items:

1. Obtaining permits: estimated month 1
2. Completing quality assurance plan: estimated month 1
3. Solicit bids: estimated month 1
4. Award contract: estimated month 2
5. Date of estimated completion of construction: end date of the agreement
6. Complete close-out activities: within 90 days after completion of construction

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

January 2, 2024
Approval to execute a Certificate of Compliance with contracted parties for terms and conditions of "Attachment C" Subaward Terms and Conditions for Contracted Parties with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Sanitary Sewer Mains Rehabilitation and Citywide Lift Station Projects

Introduced by:
Contact Person/Telephone

Kim Saucier 497-8000 ext. 306

Summary Explanation: Approval to execute a Certificate of Compliance with contracted parties for terms and conditions of "Attachment C" Subaward Terms and Conditions for Contracted Parties with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Sanitary Sewer Mains Rehabilitation and Citywide Lift Station Projects

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 000-2024

WHEREAS, the Grants and Projects Department request approval to execute a Certificate of Compliance with contracted parties for terms and conditions of "Attachment C" Subaward Terms and Conditions for Contracted Parties with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Sanitary Sewer Mains Rehabilitation and Citywide Lift Station Projects; and

WHEREAS, the Certificate of Compliance confirms that Contractors have met or will meet terms and conditions in "Attachment C" Subaward Terms and Conditions for Contracted Parties for subrecipients to receive reimbursement funding related to the Sanitary Sewer Mains Rehabilitation and Citywide Lift Station Projects from MDEQ; and

WHEREAS, the Mayor and Council Member hereby find that approval to execute a Certificate of Compliance, "Attachment C" 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 approval to execute a Certificate of Compliance with contracted parties for terms and conditions of "Attachment C" Subaward Terms and Conditions for Contracted Parties with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Sanitary Sewer Mains Rehabilitation and Citywide Lift Station Projects 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 January 2, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kim Compton Saucier, Grants and Projects Director
Date: December 22, 2023
Subject: Certificate of Compliance – RE: Grant Subaward Amendment with Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Grant Program – Sanitary Sewer Mains Rehabilitation and Citywide Lift Station Projects

REQUEST:

The Grants and Projects Department requests City Council approval to execute a Certificate of Compliance with contracted parties for terms and conditions of “Attachment C” Subaward Terms and Conditions for Contracted Parties with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Sanitary Sewer Mains Rehabilitation and Citywide Lift Station Projects.

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 and Citywide Lift Station Projects.

DISCUSSION:

The Certificate of Compliance confirms that Contractors have met or will meet terms and conditions in “Attachment C” Subaward Terms and Conditions for Contracted Parties” for subrecipients to receive reimbursement funding related to the Sanitary Sewer Mains Rehabilitation and Citywide Lift Station Projects from MDEQ.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve execution of a Certificate of Compliance with contracted parties for terms and conditions of “Attachment C” Subaward Terms and Conditions for Contracted Parties with the Mississippi Department of Environmental Quality for the Mississippi Municipality and County Water Infrastructure Program for funding related to the Sanitary Sewer Mains Rehabilitation and Citywide Lift Station Projects.

City Council may:

1. Approve the Certificate of Compliance, Attachment C, as presented; or
2. Not approve the Certificate of Compliance, Attachment C, as presented.

ATTACHMENT(S):

1. Attachment C – Subaward Terms and Conditions for Contracted Parties
2. Certificate of Compliance

CERTIFICATE OF COMPLIANCE

I, (signatory), duly authorized agent and representative of (contractor), do hereby certify that at all times (contractor) has complied with the obligations, terms, and requirements contained in the attached Subaward Terms and Conditions for Contracted Parties (“Exhibit C”) in relation to the (project name and UEI number) (hereinafter, “the Project”). I further certify that (contractor) will continue to comply with these obligations, terms, and requirements throughout completion of the Project.

(signatory)
Duly Authorized Agent and Representative
of (contractor)

Agreed as to form:

Casey Vaughan, Mayor
City of Gautier
3330 HWY 90
Gautier, MS 39553

**ATTACHMENT C
SUBAWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES**

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
January 2, 2024**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
