

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
August 20, 2024 @ 6:30 PM**

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Tasty Thursday will be August 22nd, starting at 11am at the former Singing River Mall Property.
2. Farmer's Market will be September 14th, starting at 8am at the former Singing River Mall Property.

IV. Presentation Agenda

V. Business Agenda

1. Authorization for the City to engage and enter into a contract with Community Bank as the City's lead (primary) bank depository for FY 2024-2028, and with The Peoples Bank as the City's secondary bank depository for FY 2024-2028

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Consideration for a Property Owner initiated Rezoning of Property from PL Public Land to C-2 Community Commercial, located at 2510 College Circle (GPC #24-27-RZ)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consider a request for a fifteen (15) foot variance to secondary front yard setback requirements for a fence in a R-1 Low Density Single-Family Residential Zoning District, located at 1216 Grandview Drive, (GPC #24-28-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Consideration of a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3204 Willis Street, (GPC #24-29-SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Consider a request for a Conditional Use-Major that would allow a church in a C-2 Community Commercial Zoning District. 7417 Martin Bluff Road, (GPC #24-30-CU)

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

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. Selection of Solid Waste Provider

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

1. Approval of Minutes from Regular Council Meeting held August 6, 2024
2. Receive June 2024 Privilege License Reports
3. Approval of the addendum to the Computer Support Agreement with Delta Computer Systems, Inc.
4. Authorization for the Gautier Police Department to change internet service to C Spire
5. Authorization to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event
6. Approval of Task Order 1 relating to the Professional Services Agreement with Seymour Engineering for the Fairway Boat Launch and Pier Project – Hickory Hills
7. Authorization to enter into an agreement with the U.S. Environmental Protection Agency (EPA) for the construction of the nanofiltration water treatment plant (Northeast Gautier)
8. Authorization to enter into a Memorandum of Understanding (MOU) to obligate funds from the American Rescue Plan Act (ARPA)

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 August 22, 2024 at 11:30am
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
August 20, 2024**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Tasty Thursday will be August 22nd, starting at 11am at the former Singing River Mall Property.
2. Farmer's Market will be September 14th, starting at 8am at the former Singing River Mall Property.

NOTES:



GAUTIER PRESENTS

TASTY

THURSDAY!

4TH

THUR.

11 AM



**GOOD EATS
FROM AWESOME
FOOD TRUCKS**

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS



****NEW LOCATION ****

Come be a part of the



GAUTIER FARMER'S MARKET

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

FORMER SINGING RIVER MALL PROPERTY 2800 HWY 90



To become a vendor call 228-497-2244



**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
August 20, 2024**

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES:

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

Council Meeting:
Title:

August 20, 2024
Authorization for the City to engage and enter into a contract with Community Bank as the City's lead (primary) bank depository for FY 2024-2028, and with The Peoples Bank as the City's secondary bank depository for FY 2024-2028

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Authorization for the City to engage and enter into a contract with Community Bank as the City's lead (primary) bank depository for FY 2024-2028, and with The Peoples Bank as the City's secondary bank depository for FY 2024-2028

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. Sections 27-105-353 and 27-105-363 require municipalities to commission one or more depositories to serve the municipality for four-year terms; and

WHEREAS, the City received responses from Cadence Bank, Community Bank, Hancock Whitney Bank, The First Bank and The Peoples Bank; and

WHEREAS, the City considered all proposals based on the best terms, taking into consideration all material aspects of the proposal, including, but not limited to, net earnings, account costs, costs of transfer of accounts from existing depositories, banking services provided and other service considerations; and

WHEREAS, the Mayor and Council Members hereby find that Community Bank with a four year fixed rate of APY 2.89%, offers the best overall terms and conditions to serve as the primary municipal depository, and that The Peoples Bank offers the best terms for serving as the depository for the meter deposit account, the unemployment account and the travel account; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to engage and enter into a contract with Community Bank as the City's primary bank depository for FY 2024-2028 per the terms of the submitted bid.

IT IS FURTHER ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to engage and enter into a contract with The Peoples Bank for the meter deposit account, the unemployment account and the travel account for FY 2024-2028.

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 August 20, 2024.

CITY OF GAUTIER MEMORANDUM

To: Paula Yancey, City Manager
From: Teresa L Montgomery, City Clerk
Date: 8/12/2024
Subject: FY 2024 – FY 2028 Municipal Depository

REQUEST:

City Council authorization is requested to retain Community Bank as the City's primary depository for FY 2024-2024. This authorization should include a fixed rate of APY 2.89% with all fees and charges waived on their services.

Furthermore, it is requested that The Peoples Bank retain the following accounts: Meter Deposit Account, Unemployment Account, and Travel Account. The Peoples Bank is APY 2.75% with no charge for basic services.

BACKGROUND:

MCA § 27-105-353 and § 27-105-363 require municipalities to commission one or more depositories to serve the municipality for four year terms. Community Bank currently serves as the City's primary depository with The Peoples Bank retaining three secondary accounts.

DISCUSSION:

Bids were received from five qualified financial institutions: Cadence Bank, Community Bank, Hancock Whitney Bank, The First Bank, and The Peoples Bank.

The First Bank offered the highest fixed APY at 3.22%. However, the bid did not address all items requested in the proposal package.

Community offers a competitive rate; provides all the services currently required by the City and charges no additional fees for those services.

RECOMMENDATION:

It is recommended that the Council approve Community Bank as the primary and The Peoples Bank as a secondary depository for FY 2024 – FY 2028.

ATTACHMENTS: (Proposals)

Cadence Bank
Community Bank
Hancock Whitney Bank
The First
The People's Bank



July 24, 2024

City of Gautier
Attn: Purchasing
3330 Hwy 90
Gautier, MS 39553

City Council:

Cadence appreciates the opportunity to offer the enclosed bid for the City of Gautier's depository relationship. Cadence is knowledgeable and experienced in the management of public fund relationships, and can provide the City of Gautier with a full array of banking services. We appreciate the opportunity to do business with the city and look forward to hopefully expanding that relationship. Enclosed you will find pricing for accounts and the necessary Treasury Mgmt. Services. Plus, the rate we propose to pay on the city's funds for a 4 year bid term.

Cadence has grown to become a \$50.0 Billion bank holding company, operating over 350 locations in nine states. Chartered in 1876, Cadence is one of the most stable state bank holding companies in the country. Cadence is a State-Chartered financial institution and an eligible public depository under current Mississippi State Law. As such, Cadence meets the requirements provided in Section 27-105-353 and 27-105-315 of the Mississippi Code of 1972, Annotated and is an approved financial institution under the "State of Mississippi Guaranty Pool Program" under Section 27-105-6 Mississippi Code.

In summary, we propose one of the following rates and service charges on the City's depository funds:

- Floating Rate: of Fed Funds Target minus 1.00% with a Floor Rate of 0.05%.
 - The rate is currently at 4.50% APY. (Fed Funds Target is currently 5.50%).

OR

- Fixed Rate(s): 4yr Fixed Rate: 2.85% OR First 2yrs @ 3.10% and Second 2yrs @ 2.60% APY
 - Checking and Treasury Mgmt. services are FIXED MONTHLY at \$300/month.

- Credit Card processing would be quoted separately. We partner with Fiserv and service charges may apply to persons using the service, but can be assessed directly to the customer and not charged to the city.
- Cadence **will** provide scanners for making Express/Remote Deposits to the bank from your office locations at no additional charge.
- Cadence will provide ACH services to consolidate funds to your main bank accounts with Cadence Bank from any other instructions that are being used for cash handling.
- In order to receive the rates quoted above, the total balance of all City of Gautier's accounts must maintain a minimum balance of \$ 10.0 Million and a maximum balance \$ 50.0 Million in the checking accounts to receive the above quoted fixed or floating rate. If these balances are not maintained, Cadence reserves the right to adjust the rate to the current market rate or a default rate setup within the bank. This can be adjusted during the bid period with consultation and consideration from both parties.

The quoted interest rates apply only to standard operating funds and does not apply to funds that do not result from normal operations (i.e. bond proceeds). Cadence reserves the right to quote interest rates for these funds separately per current market conditions.

We appreciate the opportunity to submit a proposal for the city. We understand the decision to move financial institutions involves more than just ordering new checks and opening new accounts. Cadence will provide additional assistance and insight to help convert existing services, plus ensure that financial staff is properly trained on all aspects of the services you need. Thank you for your consideration.

Please contact any of the following individuals if you have any questions regarding our depository bid:

Seth Towles
Relationship Manager
Gulfport
228-214-4512
seth.towles@cadencebank.com

Brandon Webb
Vice President
Treasury Management
228-238-1387
brandon.webb@cadencebank.com

Sincerely,



Seth Towles
Relationship Manager

Cadence Rate Options

The City of Gautier has the option of one of the below rate plans below for the years 2024 – 2028.

A. Floating Rate

Fed Funds Target minus 1.000% with a floor
of 0.05%

Current Rate: 4.50%

B. Fixed Rate(s)

**4yr Fixed Rate: 2.85% OR First 2yrs @
3.10% and Second 2yrs @ 2.60% APY**

Funds in these rate options earn interest on collected balances. Balances retained in these accounts remain fully liquid. Interest is accrued daily and paid at the end of each month.

** In order to receive the rates quoted above, the total balance of all City of Gautier's accounts must maintain a minimum balance of \$10.0 Million and a maximum balance \$50.0 Million in the checking accounts to receive the above quoted fixed or floating rate. If these balances are not maintained, Cadence reserves the right to adjust the rate to the current market rate or a default rate setup within the bank.*

The quoted interest rate does not apply to funds that do not result from normal operations (i.e. bond proceeds). Cadence reserves the right to quote interest rates for these type funds separately per current market conditions.

Both of these rate options will allow the funds to be collateralized properly according to Section 27-105-6 Mississippi Code



COMMUNITY BANK

DEPOSIT PROPOSAL FOR CITY OF GAUTIER

3419 MARKET STREET | PASCAGOULA, MS 39567 | 228.312.7755

COMMUNITYBANK.NET • MEMBER FDIC

INTRODUCTION



ERIC CHAMBLESS

PRESIDENT, MISSISSIPPI COAST DIVISION

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RANDALL TYNES

PRESIDENT, JACKSON COUNTY

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LESLIE KELLEY

SENIOR VICE PRESIDENT/BUSINESS DEVELOPMENT

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TIFFANY MOSES

ASSISTANT VICE PRESIDENT

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RICK HILSABECK

ASSISTANT VICE PRESIDENT

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WHO WE ARE



Founded over 115 years ago, in the small East-Central Mississippi timber community of Forest, Community Bank puts the highest of value on taking care of our customers – no matter the relationship size, and giving back to the communities we serve.

“

WHEN I CAME TO COMMUNITY BANK IN 1968, I WANTED TO BE GOOD - I WANTED OUR BANK TO BE GOOD, SO WE COULD OFFER THE BEST BANKING SERVICES TO OUR CUSTOMERS,

”

said Thomas W. Colbert, Sr., Senior Chairman of the Board and Visionary Leader of Community Bank.

As Community Bank has grown from one office with 13 staff members and six million in assets when Colbert was named CEO, to today, with over 875 staff members, 55 offices and \$4.8 billion in assets, it is evident that staff is the key to success. Colbert continued, “You have to have the right people, and we made it a priority to put things in place to ensure we had the right staff.”

The development and growth of Community Bank’s staff has remained the top priority for the last 55 years. Instilling the culture of Community Bank that puts value not only on the relationship with customers, but places much emphasis on investing in the next generations of the company’s leaders.

This dedication to the next generation of company leaders gives Community Bank a level of buy-in to our culture that is unprecedented. As you look at staff around our system you will find over 115 staff members who have been with the company over 20 years. “Our staff is our greatest asset. They always have been and always will be what makes Community Bank special,” said Freddie Bagley, Chairman of the Board for Community Bank.

From the early days in Forest until today having locations across four states, Community Bank has hired young, budding talent, brought them into the culture and taught them how to be true relationship bankers. There is an urgency to take care of the customers and to do it well. “We equip our staff with the ability to help the customers – we foster a culture of building relationships with our customers, no matter the financial need,” said Chuck Nicholson, President and CEO of Community Bank.



OFFERINGS

July 24, 2024

The City of Gautier
Attn: Leoqueita Reddix, Purchasing Department
3330 Hwy 90
Gautier, MS 39553

Re: Banking Services Proposal September 2024 – September 2028

Dear Members of the City Council:

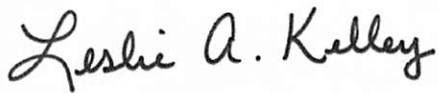
Thank you for taking interest in Community Bank of MS to assist you with the financial needs for The City of Gautier. Community Bank has 55 offices in 4 states – Mississippi, Alabama, Tennessee, and Florida, with 9 of those being right here on the Mississippi Gulf Coast. We pride ourselves in offering reliable financial services to each of our customers in a timely manner. Above all, we aim to offer the highest standard of customer service possible.

Please accept the enclosed proposal for deposit services for the City of Gautier for the privilege to keep the City funds.

We are committed to providing the highest level of Customer Service. You have our promise to continue to assist you with the financial needs for the city.

We appreciate the opportunity you have afforded Community Bank of MS in submitting this proposal and look forward to continuing to work together.

Sincerely,



Leslie A. Kelley
Senior Vice President, Business Development



OFFERINGS

1. Community Bank of MS agrees to place on deposit for the City of Gautier as security with the State Treasurer any of the securities eligible for securing of state funds as provided in Section 27-105-5, Mississippi Code Ann. (1972) in an amount at least equal to one hundred five percent (105%) of the maximum sum to be placed on deposit in such financial institution at any one time exclusive of that portion of accounts insured by the Federal Deposit Insurance Corporation or any successors to such insurance corporation.
2. Community Bank of MS would like to offer you our standard Business Checking accounts paying an interest rate of a 4 year fixed rate earning 2.89% or a variable rate of Fed Funds - ½.
3. There will be no fee for a 10 x 10 Safe Deposit Box Rental.
4. There will be no minimum balance requirement nor fee.
5. There will be no fee for a demand deposit account.
6. There will be no fee for a Now Account.
7. There will be no Money Market Account fees.
8. There will be no fees for stop payments.
9. There will be no money order processing fees.
10. All Fees associated with Treasury Management payroll products to include ACH for payroll and customer drafts will be waived. Our Treasury Management system is built into our Online Banking portal. There are additional agreements to be signed for this service and we will also establish monthly limits for added security measures. Each user will utilize a token for log in and files will be uploaded in order to initiate a batch file. For added security measures, a call back will be made to further approve the initiation before the file is sent.
11. All Fees associated with Treasury Management payroll products to include ACH for payroll and customer drafts will be waived. Our Treasury Management system is built into our Online Banking portal. There are additional agreements to be signed for this service and we will also establish monthly limits for added security measures. Each user will utilize a token for log in and files will be uploaded in order to initiate a batch file. For added security measures, a call back will be made to further approve the initiation before the file is sent.
12. A duplicate statement will be provided to the city.
13. Community Bank of MS is willing to distribute funds on a daily basis so that all deposits and withdrawals can be made by the city through one bank.



OFFERINGS

14. If Community Bank of MS is chosen as the lead bank, we will handle opening accounts with other banks.
15. There is no minimum or maximum required to be held on deposit with Community Bank of MS.
16. Please see enclosed certificate from State Treasurer designating Community Bank of MS is qualified to be insured by the Federal Deposit Insurance Corporation (FDIC).
17. Community Bank of MS offers a full service website that enables you to process ACH's, wire transfers, stop payments, view balances, print statements, view cleared checks, upload Positive Pay items, etc. As mentioned earlier, Community Bank of MS will waive fees associated with these services.
18. Interest shall be earned on the average daily investable balance.
19. Enclosed is Community Bank of MS complete fee and charge schedule. Please note that all fees associated (excluding Merchant Services) will be waived.
20. Community Bank of MS would like to offer a 4 year fixed rate earning 2.89% or a variable rate of Fed Funds - ½.
21. Imaged copies of all checks will be provided via bank statement with no additional fees.
22. Community Bank of MS agrees to prepare monthly statements beginning with the first day of the month and ending with the last day of the month, showing debits, credits, balances, and sequential listing of cashed checks within five (5) business days of the statement closing date.

23. and 24. Merchant Program Overview

Community Bank of MS has a partnership with Banc Card. Here are the details surrounding their program.

- Process Credit/Debit Cards and ACH/Echeck in one system
- Internet based, no software or program installation
- Online Portal: Allows merchants to run reports, view transactions, run transactions (for walk in customers), unlimited users, point-of-sales capabilities, and much more.
- Website payment portal: Allows your customers to pay seamlessly on your website, which can be customized to your liking
- Regardless of payment source, all your transactions information is in one place for unified reporting
- Real time access to payment data-Know when your customers have paid
- Transaction Tokenization is supported to allow integration merchants to process subsequent transactions without having to store bank account or credit card data
- Meets all necessary security and regulated compliance



OFFERINGS

25. E-Commerce Capabilities

-Settlement: This can be set up to auto-settle in which you can select the time that you want the batches to close and start a new day.

-Merchant Account Options: Based off the above program I have mentioned the e-commerce part of your merchant account will just be an addition to the program you choose. Most common options:

1) Traditional Merchant Account- Our traditional account is one in which you will run transactions and be billed out the processing costs at the end of the month (I know the city may not be assessed a fee, you would pass along these fees to outweigh the costs charged to you). Traditional accounts have more flexibility when it comes to processing costs-before a quote can be given, we would need to assess your current activity and average sale. (Has all features of Overview above).

2) Convenience Pay Accounts- Our convenience pay account will still function as a traditional account would (the way transactions are run and all functionality), the primary difference is the billing. With this type of account, you will have "two accounts", one for depositing the gross amount of the transaction and the other for the processing fees that have been passed along to the customer. You will only "see" the gross amount of the transaction deposited and the processing costs will be "swept" away to the other account. This usually makes accounting easier for some. Processing costs are fixed for this type of account (Credit/debit cards: 3.5%. ACH/Echeck: \$2.95 flat fee-both per transaction). (Has all features of Overview above).

-Payment Validation: All credit/debit cards are "validated" immediately when processed. You (or your customer if paying online) will receive an approval or denial as soon as the transaction is processed. If you choose to run E-checks/ACH, you will be able to see the transaction in real time, but it will take around 48 hours to "clear" and be processed into your account.

-Since this will be a custom built payment option, costs (one-time fee) can vary depending on the customization you need for your business-our basic payment portals start at \$300 (again, this is a one-time fee) which includes almost all the options in the Program Overview.

Merchant Services

-Fund Availability: Please see the end of "Options 1 & 2" above

-Settlement deadline: This will depend on your selection of Merchant account I have labeled above. Traditional accounts can be funded the very next day (settlement time does not matter) for credit/debit cards. Our convenience pay accounts are two day funding (Monday's batch will deposit Wednesday).



OFFERINGS

-Reports: You will have the ability to run reports anytime you wish, taking about 3 clicks in your online portal. These reports can be as detailed or generic as you need.

-Recurring Billing: Yes, you can set customers up to have recurring transactions or installment payments.

26. Enclosed
27. Community Bank of MS would also like to offer My Deposit/Merchant Capture, which will allow you to deposit checks securely from the convenience of your office. This service will also be offered at no cost to the City of Gautier.



SERVICE FEES

The following fees may apply for additional services or account features.

ACH Batch Charge	\$7.50
ACH Per Batch Charge Same Day	\$10
ACH Per Item Charge	\$0.10
ACH Per Item Charge Same Day	\$0.15
Account Closing (if within 1st 60 days)	\$50
CD ROM (Monthly Statement)	\$10
CD ROM (12 Month Statement History)	\$100
Check Printing	fee depends on style of check ordered
Collection Item	\$15
Consumer ACH Origination Fee (per ACH item)	\$5
Debit Card Special Request	\$20
Debit Card Replacement	\$5
Deposit item Returned Fee	\$4
Dormant Account Fee (per month)*	\$5/month
Early Withdrawal of Christmas Club	\$10
Fax Transmission	\$1
Garnishments (per account)	\$25
Locked Deposit Bag	\$25
Lockbox	fee depends on service provided
Money Order	\$4
Money Service Business Fee (monthly per account)	\$100
myDeposit Fee	depending on service \$49.99 or \$74.99
Non Community Bank ATM Withdrawal	\$1
Notary Fee for Non Customer	\$5



Official Check	\$5
Paid Item Fee**	\$35
(Overdraft fee charged each time an item is presented and paid against insufficient funds)	
Photostatic Copies (each, if over 3 pages)	\$5
Positive Pay Service Fee	\$25
Research (per hour)	\$20
Return Item Fee**	\$35

(Overdraft fee charged for each item returned due to insufficient funds)



Safe Deposit Box (key replacement)	Cost of drilling
Snapshot Statement	\$2
Statement Reconciliation	\$20
Stop Payment Fee	\$25
Tax Levies (per account if available after paying levy)	\$25
Treasury Management Service Fee	\$15.95
Treasury Management Token Charge	\$1 per token per month
Wire Transfer Fee (domestic)	\$15
Wire Transfer Fee (international) Outgoing	\$50
Wire Transfer Fee (International) Incoming	\$25
Zipper Deposit Bag	\$5

*A dormant account is a transactional deposit account with no activity initiated by the owner within 365 calendar days.
 **Overdraft fee applies to overdrafts created by check, in-person withdrawal or other withdrawals by electronic means which are not ATM or one-time POS debit card transactions. It may also apply to ATM withdrawals or one-time POS debit card transactions, but only if you authorize us to pay overdrafts on those transactions. For consumer accounts, no more than five (5) Paid Item Fees or Returned Item fees will be charged per day. Fee amounts may change. Account fees may contribute to a negative balance in your account. You may be charged additional fees if an item is drawn on your account while it has a negative balance and each time the item is presented and/or returned. If a previously returned item is represented and paid in the overdraft, an overdraft fee may be charged.



OFFERINGS



Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, Community Bank of Mississippi is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the **thirtieth (30th)** day of **November, 2024**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first** day of **December, 2023**.

A handwritten signature in black ink, reading "David McRae", is written over a horizontal line.

David McRae
Treasurer of the State of Mississippi



July 24, 2024

City of Gautier ("the City")
Sherry Farabee, Deputy City Clerk
3330 Hwy 90
Gautier, MS 39553

Dear Ms. Farabee,

Pursuant to your request for bids for the privilege of acting as your depository, Hancock Whitney Bank ("the Bank") hereby submits this bid and application to be designated as depository for the accounts currently held with the Bank and any other accounts for which we may be designated as depository in the future.

The Bank agrees to furnish legal securities for the faithful performance of such duties as Fiscal Agent as provided by statute in the sum required by the laws of the State of Mississippi, the securities pledged to be of proper type and amount as required by law. We will clear all checks and warrants against sufficient funds on a par basis and all transfers of funds and receipts will be handled at par.

The Bank proposes the following terms for the four (4) year contract period. This offer will be effective September 1, 2024 and will be set to expire September 30, 2028. We are offering the banking and Treasury Management services listed throughout the RFP, and an interest rate based on current account balances held with the Bank. This proposal is valid for 90 days from the bid submission date.

Interest Rate: The balances kept in Public Funds NOW Accounts will earn a fixed rate of 2.00%. Interest is accrued daily and paid monthly.

The quoted interest rate applies only to standard operating funds and do not apply to funds that do not result from normal operations (i.e. bond proceeds). The Bank reserves the right to quote interest rates for these funds separately per market conditions.

Service Charge: The Bank will not charge fees for account services, account maintenance and online banking services to include: viewing balances, printing statements, placing stop payments, viewing and printing cleared checks and viewing account activity. In addition, the Bank will not charge fees for processing ACH Payroll or Customer Drafts for Utility payments. The pricing for services not provided in this RFP will be negotiated prior to onboarding.

The cost for check and deposit slip orders, and tamper proof bank bags will vary. The Bank requests that all orders are placed by the City through Harland Clarke 1-800-503-2345.

Agreements and Contracts: All Agreements and Contracts that need to be executed between the City and the Bank for banking services that are to be provided under this Bid to act as the Depository for the City are to be adopted in their entirety by the City at a duly called meeting, and these Agreements and Contracts shall be spread on the Minutes such that they are reflected in their entirety in the Minutes of such meeting. The City shall furnish the Bank with extracts of the meeting Minutes that evidence such adoption of these Agreements and Contracts and the subsequent ratification of the Minutes of that meeting.

The Bank appreciates the opportunity to respond to your Request for Banking Services. We look forward to presenting our solutions to the City and to implementing our recommendations.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Rex LeBert".

Rex LeBert
Relationship Manager
Hancock Whitney Bank

City of Gautier
Invitation for Bids
(SPECIFICATIONS)

Notice is hereby given to all financial institutions in the City limits and surrounding areas of Gautier, Mississippi, whose accounts are insured by Federal Deposit Insurance Corporation of the Federal Savings & Loan Insurance Corporation that the City of Gautier will be accepting sealed bids for the privilege of keeping City funds, for the period of September 2024 – September 2028 pursuant to section 27-105-305, 27-105-363, and all other related sections of the Mississippi Code, 1972 Annotated, as amended.

Please address submissions: City of Gautier Purchasing Department, Attention Leoqueita Reddix, 3330 Hwy 90, Gautier, MS 39553, and plainly mark on the front of the envelope "Bid City Depository." Proposals may be delivered in person to the Purchasing Department located at 3330 Hwy 90, Gautier, MS. Any proposal sent through the US Mail is done so at the risk of the bank submitting said proposal.

The City reserves the right to reject any and all bids.

The intent of the City Council is to select a banking institution that is able to provide all services required to serve as a City Depository / Depositories. The City will continue to solicit investment opportunities from all banks represented in the City area. Each bank is directed to Sections 27-105-303, 27-105-305, & 27-105-6, Mississippi Code of 1972 Annotated.

The bid proposal shall include the following, with responses indicating the number responding to:

1. Kind of security, as authorized by law, that the bank proposes to give as security for the funds

[The Bank participates in the Mississippi Public Depository Pool Program. A copy of the Bank's 2024 State of MS Depository certificate is attached.](#)

2. Provide guaranteed minimum interest rate on the NOW and SUPER NOW accounts at 100% of balances (indicating possible rate increase when applicable)

The balances kept in Public Funds NOW Accounts will earn a fixed rate of 2.00%. Interest is accrued daily and paid monthly.

The quoted interest rate applies only to standard operating funds and do not apply to funds that do not result from normal operations (i.e. bond proceeds). The Bank reserves the right to quote interest rates for these funds separately per market conditions.

3. Safe deposit box fee (10 X 10 minimum)

10x10 → \$200.00 Annual Fee Charge.

4. Minimum balance fee and amount of minimum required if any

No minimum balance fee required.

5. Demand deposit account fee

No Charge. Please see attached Bank Letter.

6. NOW account fee

No Charge. Please see attached Bank Letter.

7. Money market deposit account fee

No Charge. Please see attached Bank Letter.

8. Stop payment fee

No Charge

9. Money order processing fee

No Charge

10. Direct deposit processing fee for payroll and bank's procedure for this service

No Charge

11. Bank draft fee for processing citizen payments and bank's procedure for this service

No Charge

12. Acknowledgement that at the beginning of every month a

statement will be provided to the City in duplicate showing the daily balances of the City money held during the month next proceeding

Bank Statements are provided at the beginning of each month. The City has the option to pull electronic statements through the Bank's Treasury Manager Portal.

13. Designate in your bid if the bank is willing to distribute funds on a daily basis so that all deposits and withdrawals can be made by the City through one bank, in the event the City selects more than one bank as a depository – (indicate if there is a fee)

The Bank's bid is for the complete relationship of the City.

14. Indicate, if chosen as lead bank, whether your bank will handle opening accounts with other banks

The Bank's bid is for the complete relationship of the City.

15. Indicate maximum and minimum balance, at any one time, that the City can place on deposit with your financial institution

The Bank does not require a minimum or maximum balance.

16. Provide certificate from State Treasurer designating your institution has qualified as an insured by the Federal Deposit Insurance Corporation or any successors to that insurance corporation, may qualify as a depository if the institution qualifies as a public funds depository under Section 27-105-5, or a public fund guaranty pool member under Sections 27-105-5 and 27-105-6.

A copy of the Bank's 2024 State of MS Depository certificate is attached.

17. Provide electronic banking services on line such as daily/monthly activity statements, view checks that have been paid, view deposits made, issue stop payments, wire transfers, etc. and any fee associated for such services

The City can access all the above electronic banking services on line through the Bank's Treasury Manager Portal. The pricing for services not provided in this RFP will be negotiated prior to onboarding.

18. Interest paid on all funds combined on a daily basis.
Interest is accrued daily and paid monthly on interest bearing accounts. The interest earned on interest bearing accounts is paid at the account level and not at a combined / total level.
19. Provide a complete fee / charge schedule.
Please see Bank Letter. The pricing for services not provided in this RFP will be negotiated prior to onboarding.
20. Rates of interest to be paid on checking accounts. If the rate is subject to change as market conditions fluctuate, please give the proposed rate.
The balances kept in Public Funds NOW Accounts will earn a fixed rate of 2.00%. Interest is accrued daily and paid monthly.

The quoted interest rate applies only to standard operating funds and do not apply to funds that do not result from normal operations (i.e. bond proceeds). The Bank reserves the right to quote interest rates for these funds separately per market conditions.
21. Cancelled checks are required to be provided in bank statements and if any fee is charged for service.
The City can pull e-statements through the Bank's Treasury Manager Portal at no charge.
22. Any charges for bank statements reflecting activity through the last working day of each month.
The City can pull e-statements through the Bank's Treasury Manager Portal at no charge.
23. The ability to accept credit cards for payment of fees & services.
The City must comply with all laws in providing this service. In particular, the City must receive payment in full and may NOT be assessed any fees or charges of any kind. Please indicate how the service will be accommodated for acceptance of credit cards.
First Data/FISERV works with the Bank to provide Merchant Services to our clients.
24. The ability to accept debit cards for payments of fees and

services.

The City must comply with all laws in providing this service. In particular, the City must receive payment in full and may NOT be assessed any fees or charges of any kind. Please indicate how the service will be accommodated for acceptance of debit cards.
[First Data/FISERV works with the Bank to provide Merchant Services to our clients.](#)

25. The ability to accept on line payments from our website for payments for fees and services. In particular, the City must receive payment in full and may NOT be assessed any fees or charges of any kind. Please indicate how the services will be accommodated for acceptance of on-line payments.

[Biller Express and Quick Pay information has been included.](#)

26. Please provide a copy of the bank's current depository commission certificate.

[A copy of the Bank's 2024 State of MS Depository certificate is attached.](#)

27. Please provide information, fees or other information concerning other services your bank provides that may be an advantage to the City.

[Please see attached Bank Letter. The pricing for services not provided in this RFP will be negotiated prior to onboarding.](#)

Note:

- The depository designation will be for a period of four (4) years.
- Submission of bid shall also allow your institution to be considered for the City to purchase certificates of deposit. You may submit bid for this purpose only if you so choose.



Biller Express

**TRANSFORM YOUR WEBSITE SO CLIENTS
CAN VIEW & PAY BILLS**

Today, customers desire multiple payment choices including the ability to make online payments from your website.

Biller Express allows your customers to review their statement and make the payment from your website. The system has the option to send a reminder to your customer's email to notify them an invoice is ready to pay. We will provide you a secure, trustworthy platform to deliver a self-service invoice and online payment options without incurring the cost of a major investment or project.

Reduce the Costs of Your Legacy Billing Process

You will gain efficiency and improve cash flow because your legacy billing system costs can be reduced. Biller Express offers configuration options that augment the traditional paper-based payment model.

Streamline Your Payment Process

Biller Express can replace inefficient, costly paper bills, statements, and check payments with more efficient digital alternatives to reduce your cost. Plus, you define how your customer payment data is reported to you. With Biller Express your customer visits a secure website where they can see their invoices and make online payments.



Upload Bill File
(From Accounting System)



Create eBills
(From Bill File)



Client Reminder
(Via Email Alert)



eBill Presentment
(Upon Client Login)



eBill Payment
(Client Pays Bill Online)



Reconciliation
(Sends A/R File to Accounting System)

Offer Online Payments

Biller Express features online enrollment, statement viewing and multiple payment options. The system also helps you manage your customer payment process because you can send email reminders when bills are due or become past due.

By utilizing the mobile wallet feature, Biller Express enables you to push bills or invoices to your customers' mobile phone and give them timely notification that a payment is due. This feature takes advantage of existing apps like Apple Pay® and Google Pay.

Customized for Your Business

With Biller Express, your business will have a custom-branded website featuring your logo, colors and menu options. You will be able to furnish customers' eBills, and they can make payments through a secure link right on your homepage. We will help you with setup and maintenance of your Biller Express portal.

Biller Express is an integrated turnkey solution. Your business will be able to offer multiple online payment options—1) debit card, 2) credit card, and/or 3) Checking/ Savings (ACH). You select the eBill presentation format (summary, detail or pdf statements). You select the payment channels to accept—1) website (including mobile access), 2) IVR and/or 3) CSR at a customer service center. The system provides a payments report or daily receivables file for your accounting reconciliation.

Three Biller Express Plans

Choose a Biller Express plan based on your company's volume of payments and billing process.

- **Biller Express Select Plan** – Customized to your specifications, the Select Plan offers multiple billing and payment channels, plus, advanced options for file delivery and client sign-on. The typical Select Plan client will process 500+ invoices each month.
- **Biller Express Basic Plan** – The Basic Plan provides a standard program featuring summary invoice delivery and a web-based payment channel portal. The typical Basic Plan client will process under 500 invoices each month.
- **Biller Express Quick Pay Plan** – The Quick Pay plan allows you to use the Biller Express platform to allow customers to make online payments only. No bill will be presented. This limited Quick Pay Plan can be a solution if you only want to accept online payments. Quick Pay is ideal for non-profits, schools, churches and organizations where a bill is not presented.

Biller Express—One Integration Point for eBills with Online Payments

Biller Express provides a secure, end-to-end system designed so your customers can go to your website to view and pay your bills directly.

We're Looking Forward to Working with You

We're ready to be your financial partner by providing access to industry-leading products, expertise and 5-star service. Contact your Relationship Manager or Treasury Specialist at 866-594-2304.

6/20

Business deposit and treasury fees may apply; please see our Treasury Services Fee Schedule for additional information.

Hancock Whitney Bank, Member FDIC. Terms and conditions apply.





Quick Pay

GIVES YOU THE CAPABILITY TO ACCEPT ONLINE PAYMENTS

Add Efficient Online Payment Capability

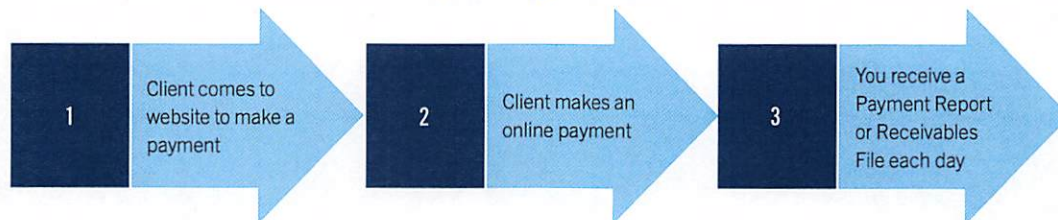
Quick Pay is a turnkey approach that allows you to accept online payments from your website. Accepting electronic payments is cost effective because they bypass the paper-based payment process.

- **Self-Service Payments or Donations** – Quick Pay payments are available 24/7 on your website. Now you can accept payments from anyone with a debit or credit card, or saving or checking account via ACH.

The demand for electronic payments increases each day. Did you know over half of Americans don't use or seldom use a checkbook? If you are a Gen Y or Gen X person (those under age 45), then you were raised in a digital, on-demand age. Your customers and employees have high expectations for electronic commerce including online payments.

- **Ease of Use** – Quick Pay uses the web and mobile channels to accept payments. The online payment process is intuitive and easy to navigate; even first-time visitors can easily make a payment.
- **"Green" Payments Lower Your Processing Costs** – By featuring environmentally friendly electronic payments, your organization will positively relate to the 60% of consumers who say the environment is a key factor in how they choose to make a payment.

Quick Pay Process



Quick Pay Is Branded For Your Organization

With Quick Pay, your business will have a custom-branded website featuring your logo, colors and menu options. Your customers—consumers or businesses—will make online payments through a secure link right on your home page. We will help you with setup and maintenance of your Quick Pay portal.

Biller Express Quick Pay Plan

With Quick Pay, many of your customers will go to your website to make payments or donations directly. Quick Pay is ideal for non-profits, schools, churches and organizations where a bill is not presented.

Contact Us

To learn more or to see a brief overview of Quick Pay, please contact your Treasury Sales Specialist or call us at 866-594-2304.



Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, Hancock Whitney Bank is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the **thirtieth (30th)** day of **November, 2024**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first** day of **December, 2023**.

A handwritten signature in black ink, which appears to read "David McRae", is written over a horizontal line.

David McRae

Treasurer of the State of Mississippi



July 23, 2024

City of Gautier
C/O Leoqueita Reddix
Purchasing Agent
3330 Hwy 90
Gautier, MS 39553

To: City of Gautier
Leoqueita Reddix - Purchasing Agent

Thank you for the opportunity to bid for the privilege of City of Gautier depository funds. The First is a full service bank and an approved "State Depository" (see attached certificate) participating with the State of Mississippi Collateral Pool for Public Funds Banking.

The First, respectfully submits the following bid:

□

1) **Fixed Rate:** 4 years with a fixed rate of 3.22%

- There are no service/ analysis charges for the City's checking accounts
- Online access to the City's accounts is available with stop payment, access to transactions, and transfers between accounts without charge
- Printed monthly account statements with imaged (front) documents of activity delivered within ten days after the last calendar day of the month. A CD of imaged checks (front and back) will be provided within 20 days without charge
- Direct Deposit for the City's payroll is available at no charge with the data imputed by the City and uploaded not later than 4:00p.m., 2 days prior to the pay date.
- In the inadvertent event of an overdraft we will pay the presented items, taking all accounts into consideration and notify the City, who will cover within one business day, with no overdraft fees.
- A night deposit box will be available at our office located at 1126 Jackson Ave, Pascagoula, MS, with deposit bags provided at no charge. Night deposits are verified the following morning, processed the same day, and available the next.

- We can provide merchant services for accepting credit and debit cards and we would provide a fee schedule for those services so that the city could collect the fees from the consumer.

The proposed rate of interest is calculated and accrued daily based on the collected balance that day. Interest is paid monthly, therefore interest will compound monthly.

In the event that more than one institution is chosen, The First does **NOT** wish to be the lead bank.

If you have any questions regarding this bid please contact me at 228-762-4442. Thank you for the opportunity to serve the City of Gautier.

Sincerely,



Seth Randle
Vice President
Pascagoula Branch



Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, The First Bank is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the **thirtieth (30th)** day of **November, 2024**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first day of December, 2023**.

A handwritten signature in black ink, which appears to read "David McRae", is written over a horizontal line.

David McRae
Treasurer of the State of Mississippi

DID NOT ADDRESS:

BANK DRAFT & PROCESSING
FOR UTY PMTS & FEES

NO FEE SCHEDULE

THE PEOPLES BANK

MEMBER FDIC

"Where PEOPLE come first"

P.O. DRAWER 529 BILOXI, MISSISSIPPI 39533-0529
(228) 435-5511 • (228) 864-2252 • (800) USE MINT (873-6468)
FAX (228) 435-8418

July 24, 2024

City of Gautier, MS
Purchasing Department
Attn: Ms. Leoqueita Reddix
3330 Highway 90
Gautier, MS 39553

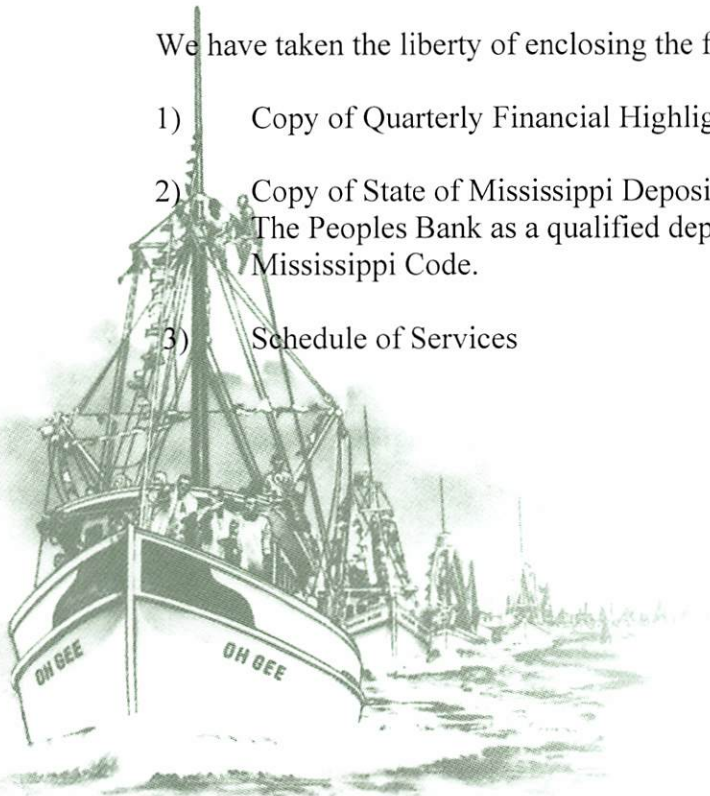
Re: Depository Bid for the City of Gautier for the years 2024 - 2028

Dear Ms. Reddix:

Please consider this letter as our bid proposal pursuant to Section 27-105-303, Section 27-105-305 and other applicable sections of the Mississippi Code.

We have taken the liberty of enclosing the following items:

- 1) Copy of Quarterly Financial Highlights dated March 30, 2024.
- 2) Copy of State of Mississippi Depository Commission dated December 1, 2023, showing The Peoples Bank as a qualified depository as required by section 27-105-353 of the Mississippi Code.
- 3) Schedule of Services



Pursuant to your bid request, we submit the following:

1. The securities we would pledge for funds on deposit would be direct obligations of the United States Treasury and other fully guaranteed obligations of the United States Government. In addition, the bank may also pledge other obligations as described in Section 27-105-5 of the Mississippi Code.

All collateral securities are pledged to the State Treasurer, who acts as agent for all depositors of public funds. We report our public fund balances and collateral pledged to the State Treasurer on a monthly basis. The State then confirms that we are in compliance with the pool program, and have sufficient collateral pledged to secure all public funds on deposit.

2. The Peoples Bank agrees to pay a variable rate of the 28 U.S. Treasury Bill Rate minus 200bps (2.00%) with a floor of 100bps (1.00%). The Variable rate is adjusted monthly based on the discount rate paid by the US Treasury on its 28-day Treasury Bill as determined by the Treasury auction conducted on the first week of the applicable month. We also offer a fixed rate of 275bps or 2.75%. Example: On 07/11/2024 the 28 Tbill was 5.32% making the rate paid of 3.32%.
3. Safe Deposit Box Fee - No Charge
4. No minimum balance fee; no minimum amount required
5. Demand Deposit Account Fee - No Charge
6. NOW account fee - No Charge
7. Money Market Deposit Account
 - a. Cash Investment Account

Minimum balance to open account is \$2,500.00. Interest rate adjusted weekly. If balance drops below \$2,500.00, interest accrues at current NOW account rate.
 - b. NOW Accounts

\$1,500.00 minimum balance to earn interest.
8. Stop Payment Fee - No Charge
9. No fee will be charged for processing money orders.
10. No direct deposit fee for payroll will be charged.
11. No fee for processing bank drafts.

12. Each month a bank statement will be provided to the City.
13. Our bank is willing to act as a lead bank for the city for daily distributions of funds should the city select more than one bank as depository. No fee.
14. If chosen as the lead bank, we will handle opening accounts with other banks at no charge.
15. The Peoples Bank can secure any amount of deposits that the City of Gautier chooses to place with the bank.
16. A copy of the State Treasurer Certification is attached.
17. On-line banking is available at no charge.
18. The Peoples Bank agrees to pay a variable rate of the 28 U.S. Treasury Bill Rate minus 200bps (2.00%) with a floor of 100bps (1.00%). The Variable rate is adjusted monthly based on the discount rate paid by the US Treasury on its 28-day Treasury Bill as determined by the Treasury auction conducted on the first week of the applicable month. We also offer a fixed rate of 275bps or 2.75%. Example: On 07/11/2024 the 28 Tbill was 5.32% making the rate paid of 3.32%. These rates are subject to change on the first Tuesday of every month.

Under our sweep account arrangements, we either sweep to a zero-balance arrangement or retain a floor/ceiling balance. The investment side of the sweep offers short term investments from FDIC insured products through direct purchase of U. S. Treasury securities and U. S. Government Agency obligations. We reserve the right to place funds in ICS (Insured Cash Sweep).

19. Fees are listed in the enclosed service brochure. However, fees would be determined for the City on an analysis basis, based on balances maintained and volume of activity.
20. Please refer to item #2.
21. Due to Check 21 legislation, no bank will be able to provide you with your cancelled checks. This information is available on line, or compact discs of the front and back of cancelled checks can be provided.
22. No charge for bank statements reflecting activity through the last working day of each month.
- 23/24/25. We offer merchant services through Elavon, a third party provider; therefore we can provide merchant services, but not without a fee. The Peoples Banks has no objection with the City continuing to use your current provider as we cannot waive fee, and it is very difficult to change processor.

26. A copy of the State Treasurer Certification is attached.
27. The Peoples Bank offers many services that could be beneficial to the City of Gautier. Our bank is the trustee, registrar, or paying agent for county or municipal bond issues throughout the state of Mississippi. Our corporate trust area will be happy to discuss your specific needs and assist you in any investment matters that may arise.

Our Gautier branch is located at 2609 Highway 90 in Gautier and is managed by Laken Maschmeier. We would appreciate being named a depository for the City of Gautier. We invite you to compare our capital account against the capital account of any bidder which you may receive. We feel our strength, stability, security and integrity speak for us.

Please call on us anytime if you have questions concerning this proposal at 435-5511, or the Gautier branch at 497-1766. Be sure to visit our web site at www.thepeoples.com.

Sincerely yours,



C.J. Dunaway
VP/Investments



Having complied with all the requirements of law, and having placed approved securities with the State Treasurer of Mississippi, The Peoples Bank Biloxi is hereby appointed a

STATE DEPOSITORY

for a term of one year ending the **thirtieth (30th)** day of **November, 2024**, and is hereby authorized and empowered to receive and disburse, according to law, any and all State Funds, there offered for demand deposits and for investment in Time Certificates of Deposit or other authorized securities, but shall not have on deposit at any time an amount exceeding that authorized by Section 27-105-9, Mississippi Code (1972) as amended, or other applicable law or regulation unless otherwise ordered by the State Treasurer.

In witness whereof, the State Treasurer has ordered this Commission issued and has duly signed and affixed the Seal of the Office of the Treasurer of the State of Mississippi thereto on this the **first** day of **December, 2023**.

David McRae
Treasurer of the State of Mississippi



PEOPLES FINANCIAL CORPORATION

FOR IMMEDIATE RELEASE

For more information, contact:
Chevis C. Swetman, President and CEO
228-435-8205
cswetman@thepeoples.com

PEOPLES FINANCIAL CORPORATION REPORTS RESULTS FOR THE FIRST QUARTER OF 2024 AND ANNOUNCES NEW STOCK REPURCHASE PROGRAM

BILOXI, MS (April 24, 2024) - Peoples Financial Corporation (the “Company”)(OTCQX Best Market: PFBX), parent of The Peoples Bank (the “Bank”), announced earnings for the first quarter ending March 31, 2024. Additionally, the board of directors of Peoples Financial Corporation announced its approval to repurchase the Company’s outstanding and issued common stock up to a limit that is the lesser of \$1,000,000 in aggregate repurchase price or approximately 64,000 in shares, effective following the announcement. Shares will be repurchased at the discretion of management either on the open market or through privately negotiated transactions, and repurchased shares will be retired. As of March 31, 2024, the Company reported common shares outstanding of 4,661,686.

The timing of the planned repurchases will depend on market conditions and other requirements. The share repurchase program does not obligate the Company to repurchase any dollar amount or number of shares, and the program may be extended, modified, suspended or discontinued at any time.

Earnings

Net income for the first quarter of 2024 was \$2,415,000 compared to net income of \$2,623,000 for the first quarter of 2023. The earnings per weighted average common share for the first quarter of 2024 were \$0.52 compared to earnings per weighted average common share of \$0.56 for the first quarter of 2023. Per share figures are based on weighted average common shares outstanding of 4,661,686 and 4,678,186 for the first quarters of 2024 and 2023, respectively.

The decrease in net income for the first quarter of 2024 was primarily due to a decrease in net interest income of \$357,000 to \$6,693,000 for the first quarter of 2024 as compared with \$7,050,000 for the first quarter of 2023. Total interest income increased \$492,000 to \$8,929,000 for the first quarter of 2024 as compared with \$8,437,000 for the first quarter of 2023 due to higher interest income on loans and overnight fed funds caused by an increase in interest rates. Total interest expense increased by \$849,000 to \$2,236,000 for the first quarter of 2024 as compared

with \$1,387,000 for the first quarter of 2023 because of higher interest rates paid on deposit accounts and borrowings also due to an increase in interest rates. The Company started recording income tax expense during 2023 after utilizing its remaining net operating loss carryforward during 2022. The income tax expense increased \$184,000 to \$631,000 for the first quarter of 2024 as compared with \$447,000 for the first quarter of 2023. This increase was due to an increase in the effective tax rate after utilizing its remaining general business credit during the first quarter of 2024.

Return on average assets for the first quarter ended March 31, 2024, decreased 0.03% to 1.12% compared to 1.15% for the first quarter ended March 31, 2023. The Company's efficiency ratio decreased 1% to 64% for the first quarter ended March 31, 2024, compared to 65% for the first quarter ended March 31, 2023.

Asset Quality

Other real estate decreased from \$259,000 at March 31, 2023, to \$1 as of March 31, 2024.

"The Bank's management, continues to focus on maintaining high asset quality of the loan portfolio as well as solid interest income on both securities and loans." said Chevis C. Swetman, chairman and chief executive officer of the Company and the Bank.

Shareholders' Equity

Total shareholders' equity increased by \$1,380,000 from \$69,283,000 at December 31, 2023, to \$70,663,000 at March 31, 2024. The improvement in shareholders' equity was mainly due to quarterly earnings of \$2,415,000 through March 31, 2024. The Company also experienced an increase of \$1,035,000 in unrealized losses on securities in 2024. The Company reported \$40,915,000 and \$39,881,000 in unrealized losses on the available for sale securities portfolio as of March 31, 2024, and December 31, 2023, respectively. These unrealized losses are presented in accumulated other comprehensive income. The Company does not anticipate these unrealized losses to be realized. The cause of the unrealized losses has primarily resulted from higher interest rates that have impacted the current market value of available for sale securities, but they are not related to any credit deterioration within the portfolio. The Company has maintained strong liquidity and continues to do so; therefore, the Company does not foresee a sale of any affected securities that would cause the realization of these losses by the Company as part of net income in the near future.

The Bank's leverage ratio has not been impacted by these unrealized losses on available for sale securities due to an opt-out election previously made by the Bank in accordance with current regulatory capital requirements and therefore remained strong at 11.48% as of March 31, 2024.

Liquidity

The Company maintains a well-capitalized balance sheet which includes strong capital and liquidity. The Bank provides a full range of banking, financial and trust services in our local markets. The majority of the Bank's deposits are fully FDIC insured. The Company evaluates on an ongoing and continuous basis its financial health by preparing for various moderate to severe economic scenarios.

As interest rates have increased and the cost of attracting new deposits and replacing deposit run-off has increased, the Bank experienced a decrease in deposit balances during the year ended December 31, 2023. This decrease was mostly caused by the loss of several large public fund

deposits following competitive bid processes whereby many public fund deposit accounts were awarded to other local banks. As of March 31, 2024 total deposits have increased \$123,009,000 to \$811,499,000 from \$688,490,000 as of December 31, 2023. This is mainly because of an increase in governmental entities' account balances due to tax collections along with the addition of several new public fund customers.

Franchise Tax

The table below outlines how much in franchise taxes the Company has paid out over the last six years.

Franchise Tax Calculation- The franchise tax was historically \$2.50 per \$1,000 of capital.

The 2018 tax was \$2.50 but only per \$1,000 of capital above \$100,000	\$216,480
The 2019 tax was \$2.25 per \$1,000 of capital above \$100,000	\$213,261
The 2020 tax was \$2.00 per \$1,000 of capital above \$100,000	\$189,053
The 2021 tax was \$1.75 per \$1,000 of capital above \$100,000	\$159,696
The 2022 tax was \$1.50 per \$1,000 of capital above \$100,000	\$ 78,584
The 2023 tax was \$1.25 per \$1,000 of capital above \$100,000	\$ 86,665

This expense will continue to decrease ratably each year until it is eliminated after 2028 due to legislative changes in Mississippi.

About the Company

Founded in 1896, with \$933 million in total assets as of March 31, 2024, The Peoples Bank operates 17 branches along the Mississippi Gulf Coast in Hancock, Harrison, Jackson and Stone counties. In addition to offering a comprehensive range of retail and commercial banking services, the Bank also operates a trust and investment services department that has provided customers with financial, estate and retirement planning services since 1936.

The Company just experienced its third best year of earnings ever and was recently recognized as part of the 2024 OTCQX Best 50, a ranking of the top-performing OTCQX companies in the prior calendar year.

Peoples Financial Corporation's common stock is listed on the OTCQX Best Market under the symbol PFBX. Additional information is available on the Internet at the Company's website, www.thepeoples.com, and at the website of the Securities and Exchange Commission ("SEC"), www.sec.gov.

This news release reflects industry conditions, Company performance and financial results and contains "forward-looking statements," which may include forecasts of our financial results and condition, expectations for our operations and businesses, and our assumptions for those forecasts and expectations. Do not place undue reliance on forward-looking statements. These forward-looking statements are subject to a number of risk factors and uncertainties which could cause the Company's actual results and experience to differ materially from the anticipated results and expectation expressed in such forward-looking statements.

Factors that could cause our actual results to differ materially from our forward-looking statements are described under "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Regulation and Supervision" in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2023, and in other documents subsequently filed by the Company with the Securities and Exchange Commission, available at the SEC's website and the Company's website, each of which are referenced above. To the extent that statements in this news

release relate to future plans, objectives, financial results or performance by the Company, these statements are deemed to be forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are generally identified by use of words such as “may,” “believe,” “expect,” “anticipate,” “intend,” “will,” “should,” “plan,” “estimate,” “predict,” “continue” and “potential” or the negative of these terms or other comparable terminology.

Forward-looking statements represent management’s beliefs, based upon information available at the time the statements are made, with regard to the matters addressed; they are not guarantees of future performance. Forward-looking statements are subject to numerous assumptions, risks and uncertainties that change over time and could cause actual results or financial condition to differ materially from those expressed in or implied by such statements. All information is as of the date of this news release. Except to the extent required by applicable law or regulation, the Company undertakes no obligation to revise or update publicly any forward-looking statement for any reason.

PEOPLES FINANCIAL CORPORATION
(In thousands, except per share figures) (Unaudited)

EARNINGS SUMMARY

Three Months Ended March 31,	2024	2023
Net interest income	\$ 6,693	\$ 7,050
Provision for credit losses	-	15
Non-interest income	1,743	1,707
Non-interest expense	5,390	5,672
Income tax expense	631	447
Net income	2,415	2,623
Earnings per share	0.52	0.56

TRANSACTIONS IN THE ALLOWANCE FOR CREDIT LOSSES ON LOANS

Three Months Ended March 31,	2024	2023
Allowance for credit losses on loans, beginning of period	\$ 3,224	\$ 3,338
Recoveries	58	71
Charge-offs	(135)	(156)
Provision for (reduction of) credit losses on loans and leases	(60)	30
Impact of adopting ASC 326	-	(10)
Allowance for credit losses on loans, end of period	<u>\$ 3,087</u>	<u>\$ 3,273</u>

PERFORMANCE RATIOS

March 31,	2024	2023
Return on average assets	1.12%	1.15%
Return on average equity	13.85%	18.03%
Net interest margin	3.24%	3.19%
Efficiency ratio	64%	65%

BALANCE SHEET SUMMARY

March 31,	2024	2023
Total assets	\$ 932,602	\$ 985,328
Securities	541,553	631,880
Loans, net	233,187	233,425
Other real estate (ORE)	-	259
Total deposits	811,499	902,443
Shareholders' equity	70,663	62,787
Book value per share	15.16	13.42
Weighted average shares	4,661,686	4,678,186

PERIOD END DATA

March 31,	2024	2023
Allowance for credit losses on loans as a percentage of loans	1.31%	1.38%
Loans past due 90 days and still accruing	\$ 21	\$ -
Nonaccrual loans	\$ 352	\$ 1,337
Leverage ratio	11.48%	10.01%

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

Council Meeting:

August 20, 2024

Title:

Consideration for a Property Owner initiated Rezoning of Property from PL Public Land to C-2 Community Commercial, located at 2510 College Circle (GPC #24-27-RZ)

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for a Property Owner initiated Rezoning of Property from from PL Public Land to C-2 Community Commercial located at 2510 College Circle, (GPC #24-27-RZ) (PID #82435010.075)

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	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Gollott	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Elbin	☐	☐	☐	☐

Action Taken:

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

ORDINANCE NUMBER 000-2024

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, RELATING TO THE REZONING OF PROPERTY KNOWN AS 2510 COLLEGE CIRCLE FROM A PL PUBLIC LAND TO C-2 COMMUNITY COMMERCIAL; GENERALLY DESCRIBED AS PID #82435010.075; MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; PROVIDING AUTHORITY; MAKING FINDINGS OF FACT; PROVIDING FOR A ZONING MAP AMENDMENT; AND SETTING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY.

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

The City Council of Gautier finds that a rezoning (is or is not) necessary. A public hearing was held before the Gautier Planning Commission on August 1, 2024, and the Commission recommended that Council approve the change for a zoning map amendment to adopt the Property to C-2 Community Commercial.

SECTION 2. PROPERTY REZONED.

The property generally described as Jackson County, Mississippi Parcel ID #82435010.075, which located at 2510 College Circle, Gautier, MS, is hereby rezoned C-2 Community Commercial.

SECTION 3. FINDINGS OF FACT.

The City Council finds, based on the record and evidence presented, that there was a mistake in the original zoning, as private property should not have been zoned "public lands". As such, the City Council finds that the property should be rezoned to a C-2 Community Commercial, as more fully defined in the attached application.

SECTION 4. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Gautier is hereby amended to include a change of classification from PL Public Land to C-2 Community Commercial for the property identified as Jackson County Parcel No. 82435010.075.

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

ADOPTED: _____

Casey Vaughan, Mayor

ATTEST:

Teresa Montgomery, City Clerk

CITY OF GAUTIER MEMORANDUM

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 08/14/2024
Subject: Consider a request for a Property Owner Initiated Rezoning of Property located at 2510 College Circle, PID #82435010.075, from PL Public Land to C-2 Community Commercial (GPC Case No. 24-27-RZ)

REQUEST:

The Planning Department has received a request from Southern Oil Company for a rezoning of property located at 2510 College Circle, PID #82435010.075, from PL Public Land to C-2 Community Commercial (GPC Case No. 24-27-RZ). The parcel is approximately 0.23 acres. The application fee of \$300 was paid on June 4, 2024. All public notice requirements have been met.

BACKGROUND:

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

DISCUSSION:

Location: 2510 College Circle, PID #82435010.075 (See Exhibit A)

Existing Zoning: PL Public Land. (See Exhibit B)

UDO 5.3.11 PL, Public Land - Purpose and intent. The purpose of this district is to provide for sites where governmental and quasi-governmental uses such as municipal and county facilities, schools, civic, cultural and historic sites as well as recreational facilities can be placed. This type of development is usually developed as a cohesive unit with internal streets and destinations. Due to the diversity of uses allowed, each use shall be considered a conditional use and subject to approval of the City Council. A change of use on land zoned PL shall require approval of the Council.

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

DATA AND ANALYSIS:

Property requested for Rezoning: 2510 College Circle, PID #82435010.075.

Location: Ward 3

Current Zoning of the Request Property: PL Public Land

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Civic. (See Exhibit D)

Surrounding Zoning: C-2 Community Commercial to the North and West, PL Public Land to the South and East.

HISTORY:

This property has a vacant building on it that was previously an oil change business. It is currently zoned PL Public Land.

REVIEW CRITERIA:

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

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

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

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

RECOMMENDATION:

The Planning Commission recommends City Council approve the rezoning request because there was a mistake in the original zoning.

City Council may:

Approve to Rezone the subject area from PL Public Land to C-2 Community Commercial; or
Deny the Rezoning.

ATTACHMENTS:

1. Excerpt GPC Meeting 8.1.24 (#24-27-RZ)
2. Complete Packet 24-27-RZ

Excerpt from August 1, 2024, Planning Commission Meeting:

The Planning Department has received a request for a Property Owner Initiated Rezoning of Property located at 2510 College Circle, PID #82435010.075, from PL Public Land to C-2 Community Commercial (GPC Case No. 24-27-RZ).

Scott Ankerson, Planning Director, gave a brief overview of the case. This is a 0.23-acre parcel that is located next to the Central Fire Station. There is an existing building on the parcel that was a Quick Lube type business at one time. Staff believes that this was rezoned as part of the rezoning in 2010 and that this parcel got included in the wrong delineation. The Fire Station is on a parcel zoned PL Public Land and the new business on Gautier Vancleave Road is on a parcel zoned C-2 Community Commercial. Staff believes the parcel in-between these two uses was mistakenly added to the Public Land zoned area. Staff believes there was a mistake in zoning.

REQUEST:

The Planning Department has received a request from Southern Oil Company for a rezoning of property located at 2510 College Circle, PID #82435010.075, from PL Public Land to C-2 Community Commercial (GPC Case No. 24-27-RZ). The parcel is approximately 0.23 acres. The application fee of \$300 was paid on June 4, 2024. All public notice requirements have been met.

BACKGROUND:

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

DISCUSSION:

1. Location: 2510 College Circle, PID #82435010.075 (See Exhibit A)
2. Existing Zoning: PL Public Land. (See Exhibit B)

UDO 5.3.11 PL, Public Land - Purpose and intent. The purpose of this district is to provide for sites where governmental and quasi-governmental uses such as municipal and county facilities, schools, civic, cultural and historic sites as well as recreational facilities can be placed. This type of development is usually developed as a cohesive unit with internal streets and destinations. Due to the diversity of uses allowed, each use shall be considered a conditional use and

subject to approval of the City Council. A change of use on land zoned PL shall require approval of the Council.

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

DATA AND ANALYSIS:

Property requested for Rezoning: 2510 College Circle, PID #82435010.075.

Location: Ward 3

Current Zoning of the Request Property: PL Public Land

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Civic. (See Exhibit D)

Surrounding Zoning: C-2 Community Commercial to the North and West, PL Public Land to the South and East.

HISTORY:

This property has a vacant building on it that was previously an oil change business. It is currently zoned PL Public Land.

REVIEW CRITERIA:

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

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

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

STAFF RECOMMENDATION:

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

CONCLUSION:

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

1. Recommend that City Council approve to Rezone the subject area from PL Public Land to C-2 Community Commercial; or
2. Recommend that City Council deny the Rezoning.

Chairman Jamison asked the applicant to present his case.

Brett Frazier, Vice President of Southern Oil, said they would like to change the zoning on the parcel from Public Land to C-2. They have had the property up for sale for a little while, and his understanding is that in order to sale it, the future buyers are wanting it to have a C-2 zoning. He said to his knowledge for about 2 years they have been allowing the City of Gautier Fire Department to store some things on that property which is probably part of the confusion with the zoning.

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

ACTION TAKEN:

Commissioner Ward made a motion to recommend approval of the rezoning request because there was a mistake in the original zoning.

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

AYES: **Kay C. Jamison**
 Joshua Ward
 DeAnna McManus
 Maurice Hudson
 Chris Hoover
 William Davis

ABSENT: Ricky Decoteau

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

August 1, 2024

GPC #24-27-RZ

Southern Oil Company

2510 College Circle

PID #82435010.075

VII. NEW BUSINESS

1. Consider a request for a Property Owner Initiated Rezoning of Property located at 2510 College Circle, PID #82435010.075, from PL Public Land to C-2 Community Commercial (GPC Case No. 24-27-RZ)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: July 22, 2024

Subject: Consider a request for a Property Owner Initiated Rezoning of Property located at 2510 College Circle, PID #82435010.075, from PL Public Land to C-2 Community Commercial (GPC Case No. 24-27-RZ)

REQUEST:

The Planning Department has received a request from Southern Oil Company for a rezoning of property located at 2510 College Circle, PID #82435010.075, from PL Public Land to C-2 Community Commercial (GPC Case No. 24-27-RZ). The parcel is approximately 0.23 acres. The application fee of \$300 was paid on June 4, 2024. All public notice requirements have been met.

BACKGROUND:

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

DISCUSSION:

1. Location: 2510 College Circle, PID #82435010.075 (See Exhibit A)
2. Existing Zoning: PL Public Land. (See Exhibit B)

UDO 5.3.11 PL, Public Land - Purpose and intent. The purpose of this district is to provide for sites where governmental and quasi-governmental uses such as municipal and county facilities, schools, civic, cultural and historic sites as well as recreational facilities can be placed. This type of development is usually developed as a cohesive unit with internal streets and destinations. Due

to the diversity of uses allowed, each use shall be considered a conditional use and subject to approval of the City Council. A change of use on land zoned PL shall require approval of the Council.

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

DATA AND ANALYSIS:

Property requested for Rezoning: 2510 College Circle, PID #82435010.075.

Location: Ward 3

Current Zoning of the Request Property: PL Public Land

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Civic. (See Exhibit D)

Surrounding Zoning: C-2 Community Commercial to the North and West, PL Public Land to the South and East.

HISTORY:

This property has a vacant building on it that was previously an oil change business. It is currently zoned PL Public Land.

REVIEW CRITERIA:

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

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

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

STAFF RECOMMENDATION:

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

CONCLUSION:

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

1. Recommend that City Council approve to Rezone the subject area from PL Public Land to C-2 Community Commercial; or
2. Recommend that City Council deny the Rezoning.

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

24-27-R2TO BE HEARD BY GAUTIER PLANNING COMMISSION:FEE:

Zoning Change _____

\$301.00

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

Name of Applicant: Mitchell MorrisName of Business: Southern oil Co. Phone: 601 270-8489Property Address: 2510 College Cir. Mailing Address (if Different): 6933 Hwy 49 Hattiesburg, MS.
39402E-Mail Address: forey@fastmart1.com.Reason for request, location and intended use of property: Rezone From PL to C2

ATTACHMENTS REQUIRED AS APPLICABLE:

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

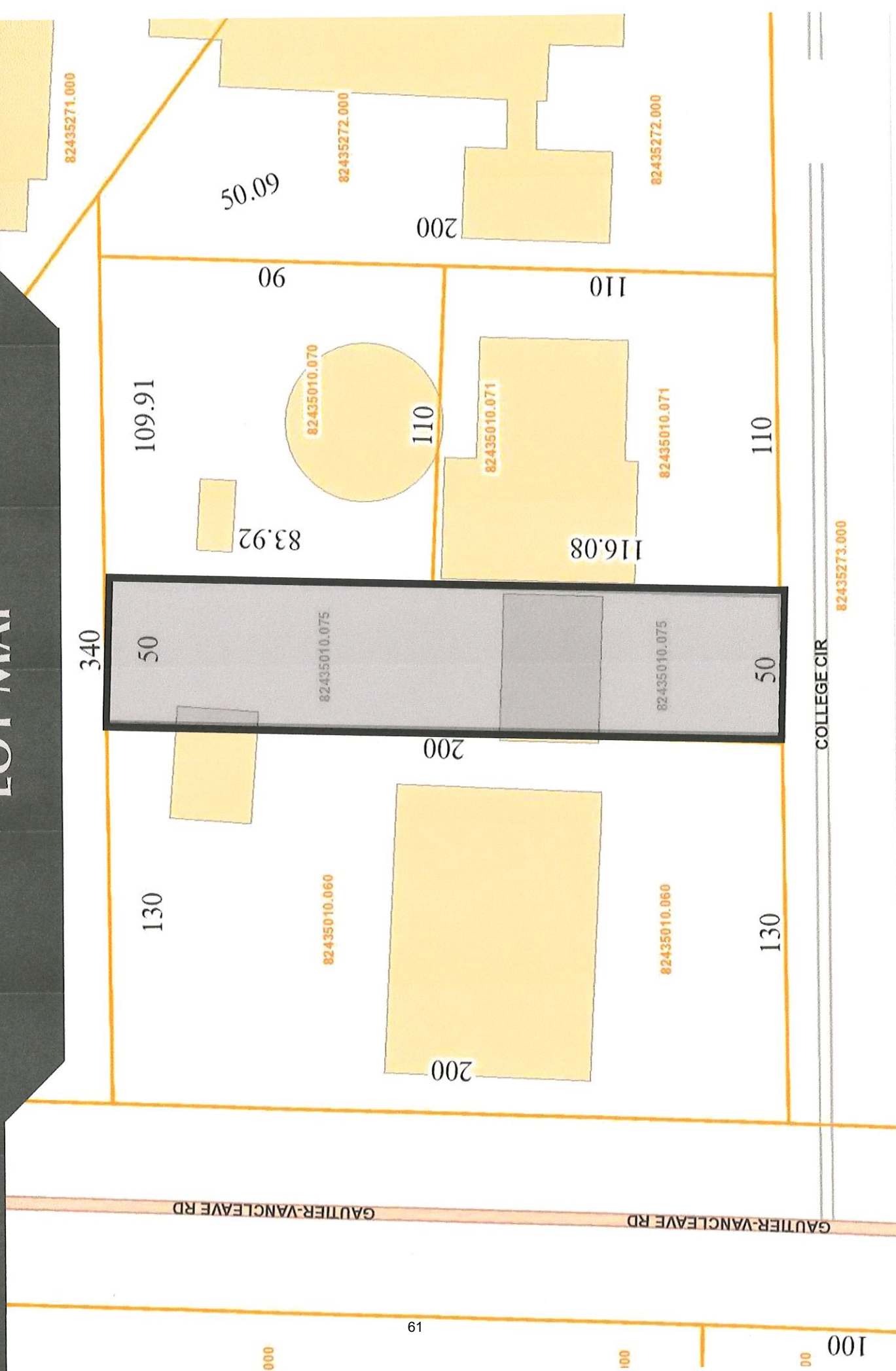
Signature of Applicant: [Signature] Date of Application: 5-31-2024

FOR OFFICE USE ONLY

Date Received 6/4/24 Verify as Complete Bales/SAFee Amount Received 301.00 Initials of Employee Receiving Application Bales

Aug 15

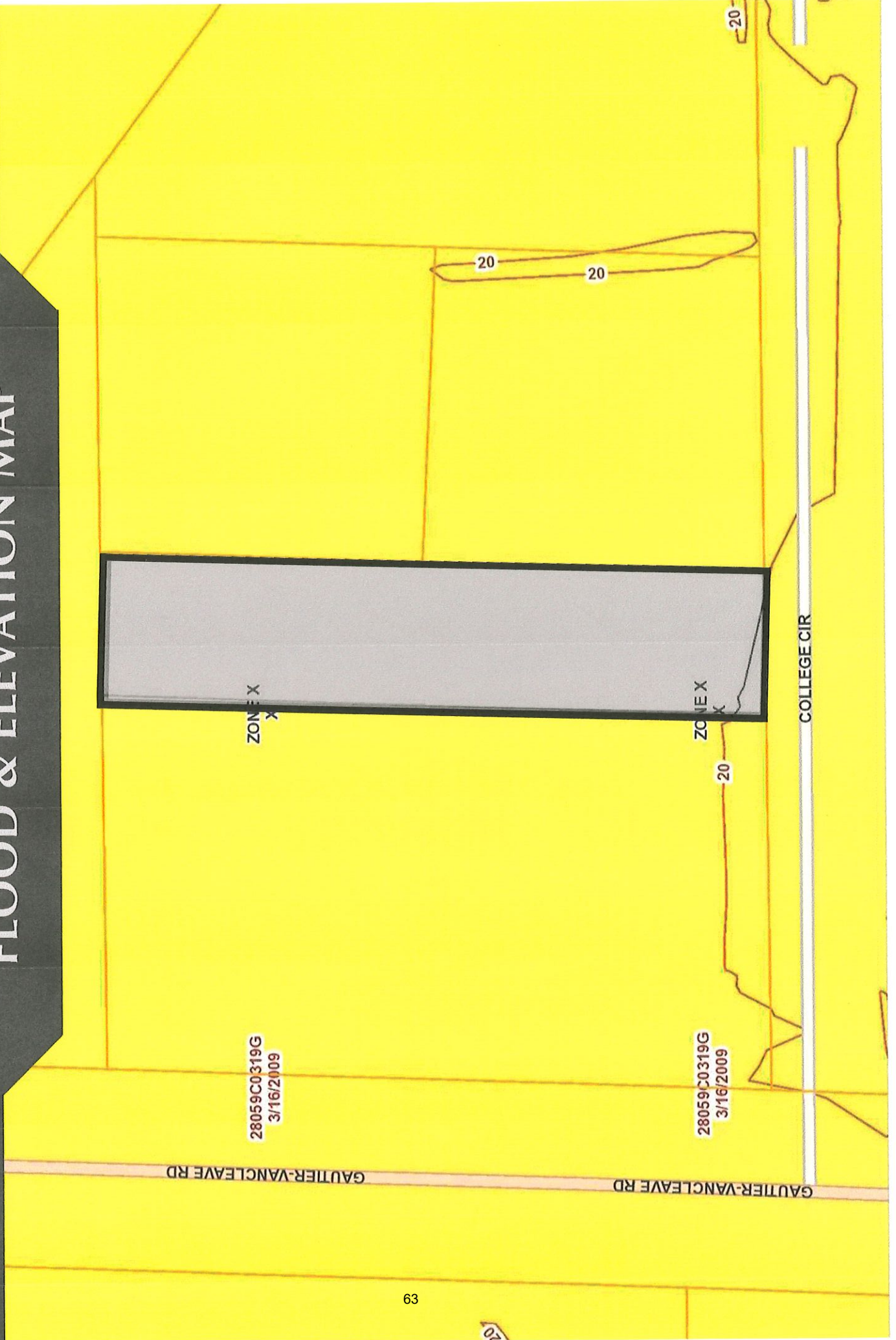
LOT MAP



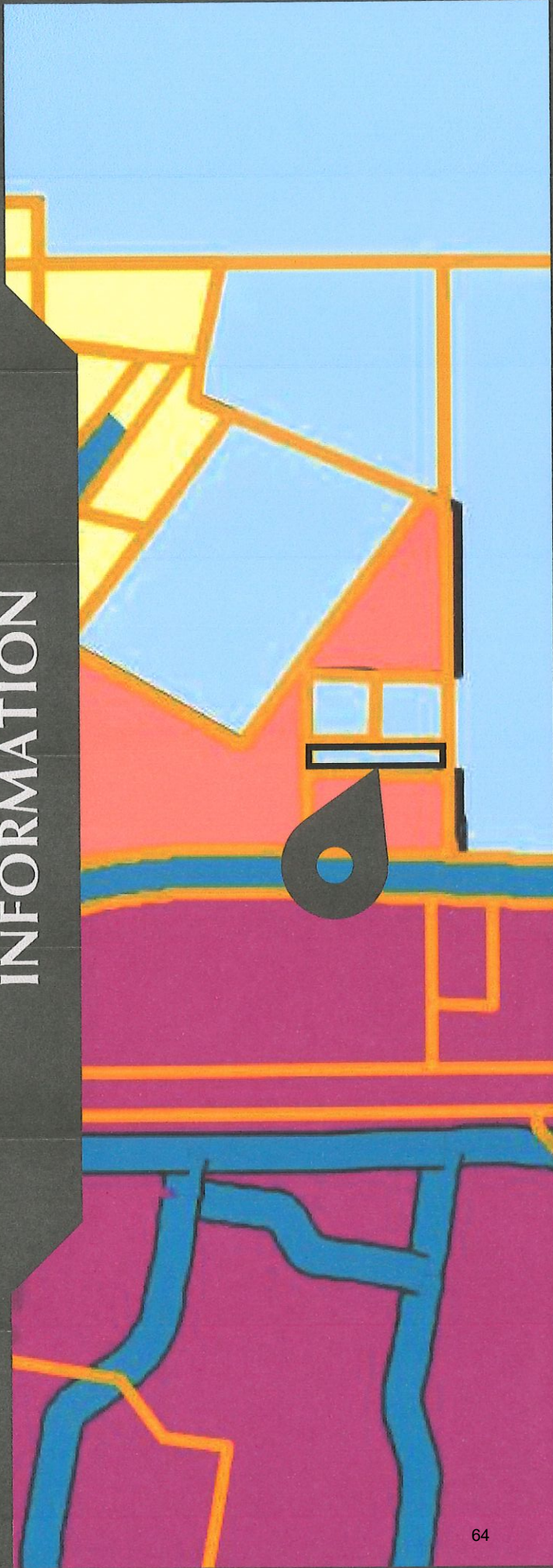
AERIAL MAP



FLOOD & ELEVATION MAP



ZONING INFORMATION



PUBLIC LANDS DISTRICT

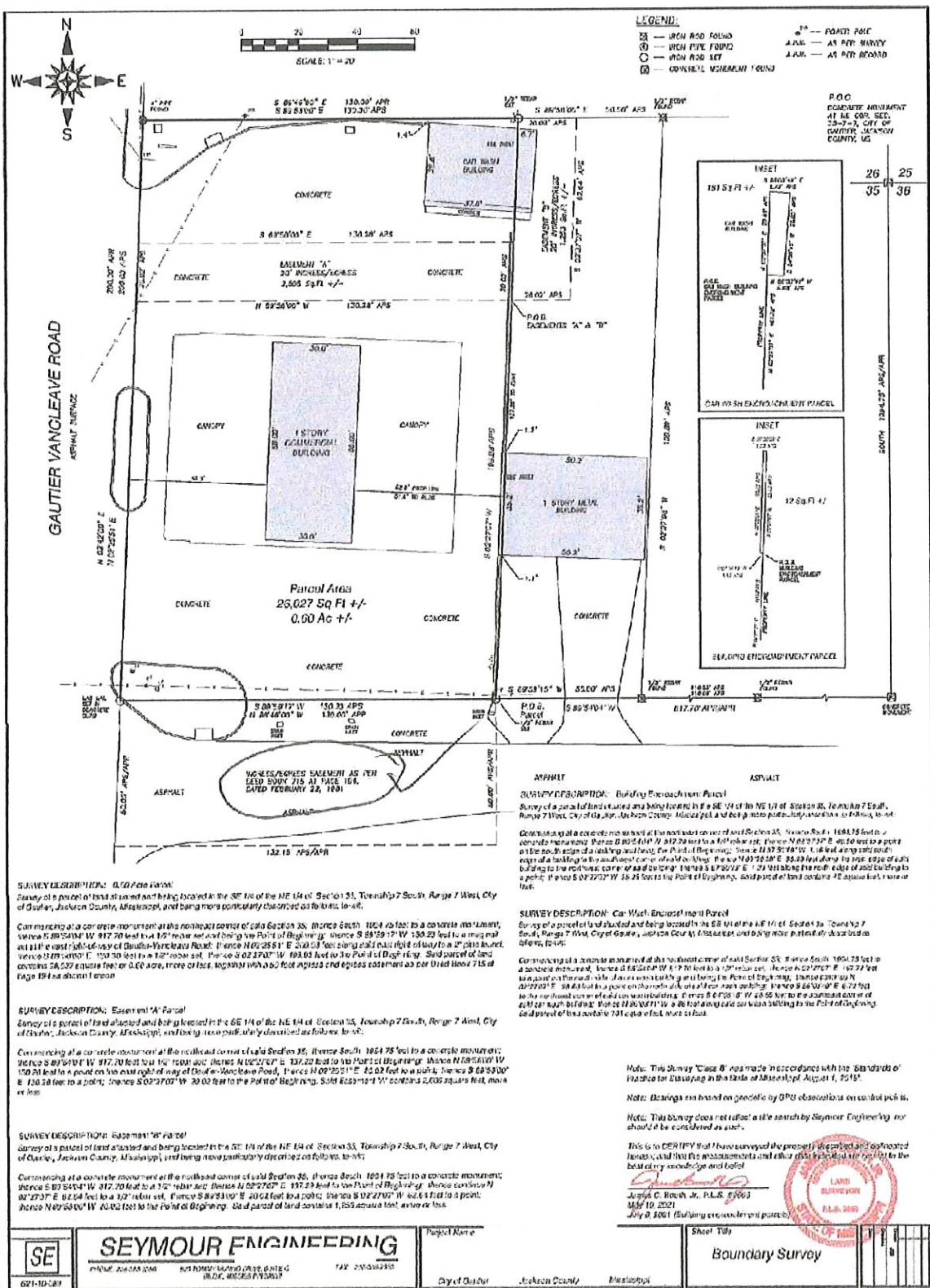
The Public Lands District includes land which are owned by the federal, state, or local government, and are used for purposes which are particularly and peculiarly related to governmental functions, and primarily for recreational purposes. Buildings shall meet local buildings codes and inspections will be conducted by the city building inspector. Any land in PL District which are sold or converted to private uses shall be rezoned to a district other than the PL District as determined by the board of adjustments. The provisions of this district shall not prevent governmental uses in other districts, provided such use is in compliance with all provisions of this ordinance applicable to such other districts.

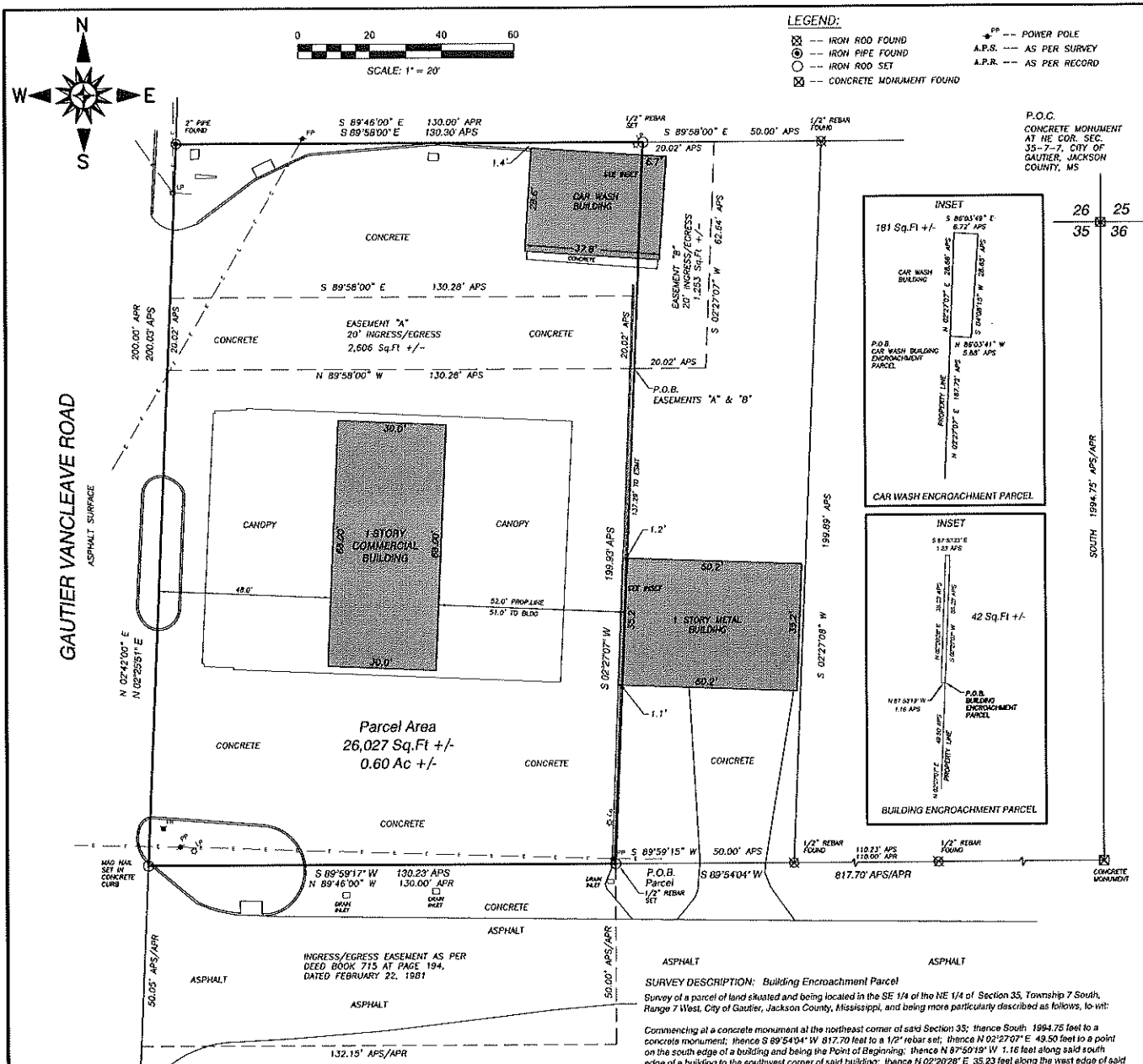
11.2. Uses permitted. Uses in this district are those uses permitted by the controlling governmental agency, and approved by the planning commission upon presentation at a regular meeting.

11.3. Area and setback regulations. The area and setback regulations in this district are not restricted except that setbacks of structures from other zoning districts boundaries shall comply with the yard setbacks of the adjacent zoning district to which the yard abuts.

District Regulations available upon request

Exhibit "B"





SURVEY DESCRIPTION: 0.60 Acre Parcel
Survey of a parcel of land situated and being located in the SE 1/4 of the NE 1/4 of Section 35, Township 7 South, Range 7 West, City of Gautier, Jackson County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a concrete monument at the northeast corner of said Section 35; thence South 1994.75 feet to a concrete monument; thence S 89°54'04" W 817.70 feet to a 1/2" rebar set and being the Point of Beginning; thence S 89°59'17" W 130.23 feet to a mag nail set at the east right-of-way of Gautier-Vancleave Road; thence N 02°25'51" E 200.03 feet along said east right-of-way to a 2" pipe found; thence S 89°58'00" E 130.28 feet to a 1/2" rebar set; thence S 02°27'07" W 199.93 feet to the Point of Beginning. Said parcel of land contains 26,027 square feet or 0.60 acre, more or less, together with a 50 foot ingress and egress easement as per Deed Book 715 at Page 194 as shown hereon.

SURVEY DESCRIPTION: Easement "A" Parcel
Survey of a parcel of land situated and being located in the SE 1/4 of the NE 1/4 of Section 35, Township 7 South, Range 7 West, City of Gautier, Jackson County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a concrete monument at the northeast corner of said Section 35; thence South 1994.75 feet to a concrete monument; thence S 89°54'04" W 817.70 feet to a 1/2" rebar set; thence N 02°27'07" E 137.29 feet to the Point of Beginning; thence N 89°58'00" W 130.28 feet to a point on the east right-of-way of Gautier-Vancleave Road; thence N 02°25'51" E 20.02 feet to a point; thence S 89°58'00" E 130.28 feet to a point; thence S 02°27'07" W 20.02 feet to the Point of Beginning. Said Easement "A" contains 2,606 square feet, more or less.

SURVEY DESCRIPTION: Easement "B" Parcel
Survey of a parcel of land situated and being located in the SE 1/4 of the NE 1/4 of Section 35, Township 7 South, Range 7 West, City of Gautier, Jackson County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a concrete monument at the northeast corner of said Section 35; thence South 1994.75 feet to a concrete monument; thence S 89°54'04" W 817.70 feet to a 1/2" rebar set; thence N 02°27'07" E 137.29 feet to the Point of Beginning; thence continue N 02°27'07" E 62.64 feet to a 1/2" rebar set; thence S 89°58'00" E 20.02 feet to a point; thence S 02°27'07" W 62.64 feet to a point; thence N 89°58'00" W 20.02 feet to the Point of Beginning. Said parcel of land contains 1,253 square feet, more or less.

SURVEY DESCRIPTION: Building Encroachment Parcel

Survey of a parcel of land situated and being located in the SE 1/4 of the NE 1/4 of Section 35, Township 7 South, Range 7 West, City of Gautier, Jackson County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a concrete monument at the northeast corner of said Section 35; thence South 1994.75 feet to a concrete monument; thence S 89°54'04" W 817.70 feet to a 1/2" rebar set; thence N 02°27'07" E 49.50 feet to a point on the south edge of a building and being the Point of Beginning; thence N 89°50'19" W 1.18 feet along said south edge of a building to the southwest corner of said building; thence N 02°29'24" E 35.23 feet along the west edge of said building to the northwest corner of said building; thence S 87°50'23" E 1.23 feet along the north edge of said building to a point; thence S 02°27'07" W 35.23 feet to the Point of Beginning. Said parcel of land contains 42 square feet, more or less.

SURVEY DESCRIPTION: Car Wash Encroachment Parcel

Survey of a parcel of land situated and being located in the SE 1/4 of the NE 1/4 of Section 35, Township 7 South, Range 7 West, City of Gautier, Jackson County, Mississippi, and being more particularly described as follows, to-wit:

Commencing at a concrete monument at the northeast corner of said Section 35; thence South 1994.75 feet to a concrete monument; thence S 89°54'04" W 817.70 feet to a 1/2" rebar set; thence N 02°27'07" E 167.72 feet to a point on the south side of a car wash building and being the Point of Beginning; thence continue N 02°27'07" E 28.66 feet to a point on the north side of said car wash building; thence S 86°03'49" E 6.72 feet to the northeast corner of said car wash building; thence S 04°08'15" W 28.65 feet to the southeast corner of said car wash building; thence N 86°03'41" W 5.88 feet along said car wash building to the Point of Beginning. Said parcel of land contains 181 square feet, more or less.

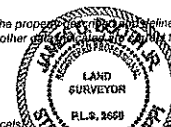
Note: This Survey "Class B" was made in accordance with the "Standards of Practice for Surveying in the State of Mississippi, August 1, 2015".

Note: Bearings are based on geodetic by GPS observations on control points.

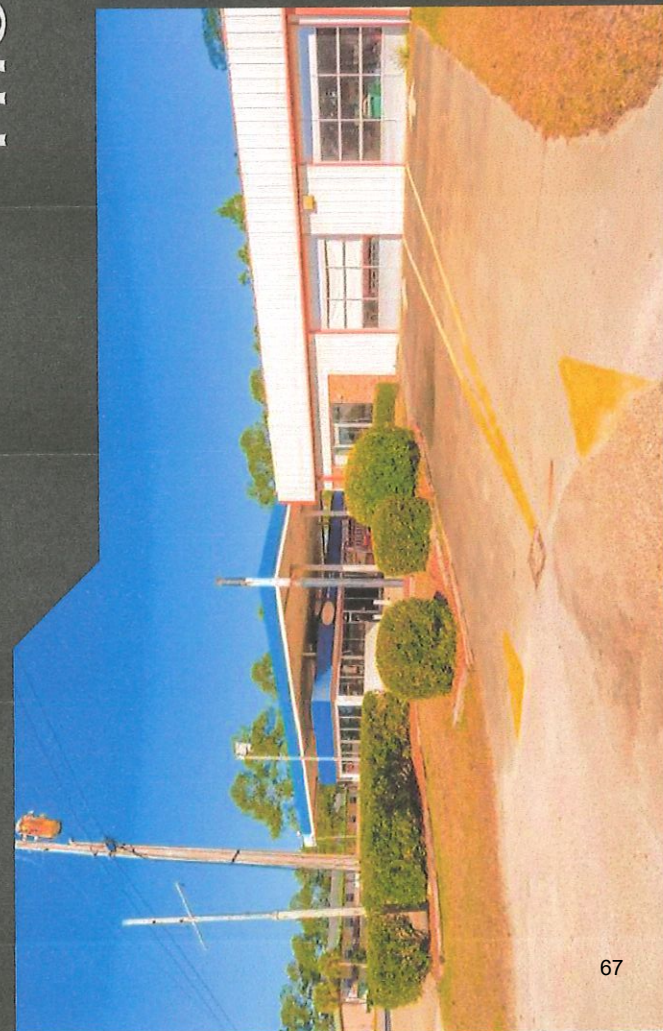
Note: This Survey does not reflect a title search by Seymour Engineering, nor should it be considered as such.

This is to CERTIFY that I have surveyed the property and delineated hereon; and that the measurements and other data shown on this map are to the best of my knowledge and belief.

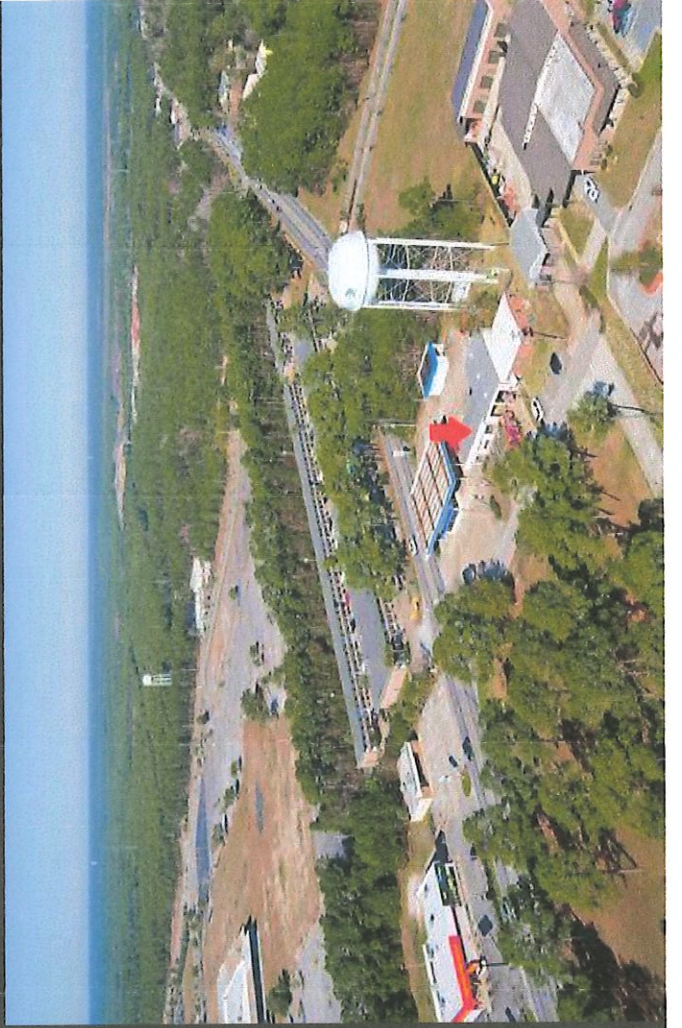
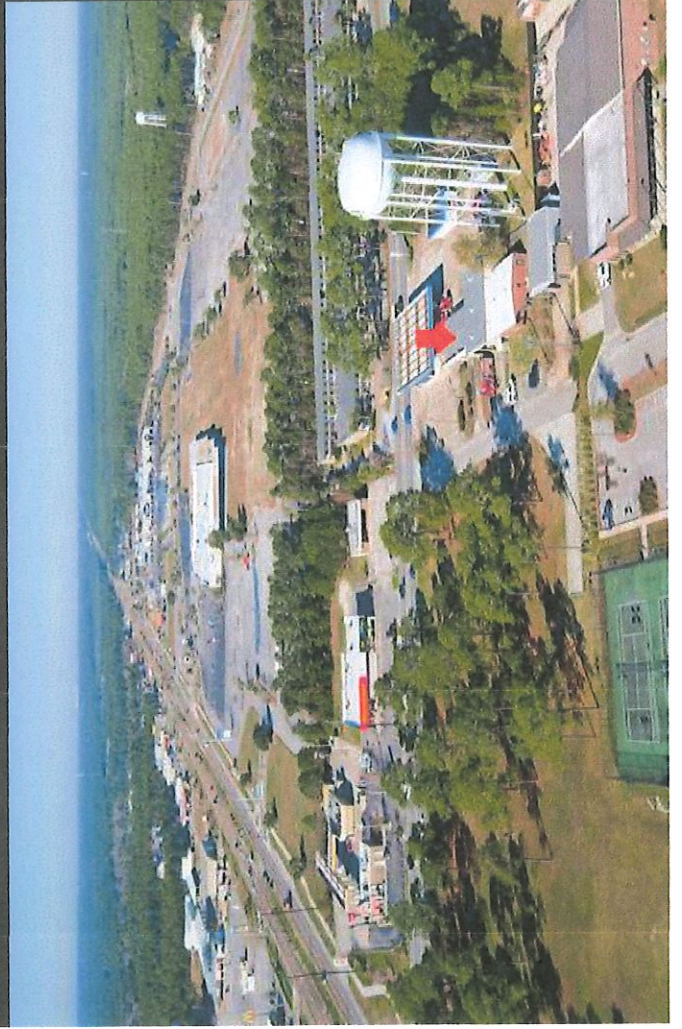
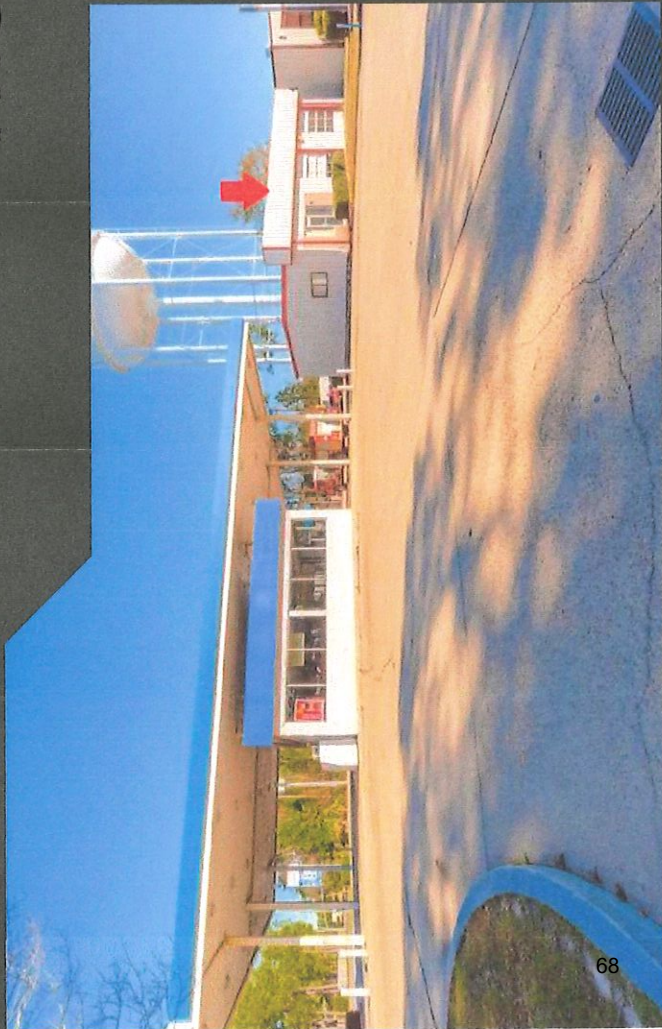
Jane G. Booth, Jr., P.L.S.
Jane G. Booth, Jr., P.L.S. #0666
May 10, 2021
July 8, 2021 (Building encroachment parcels)



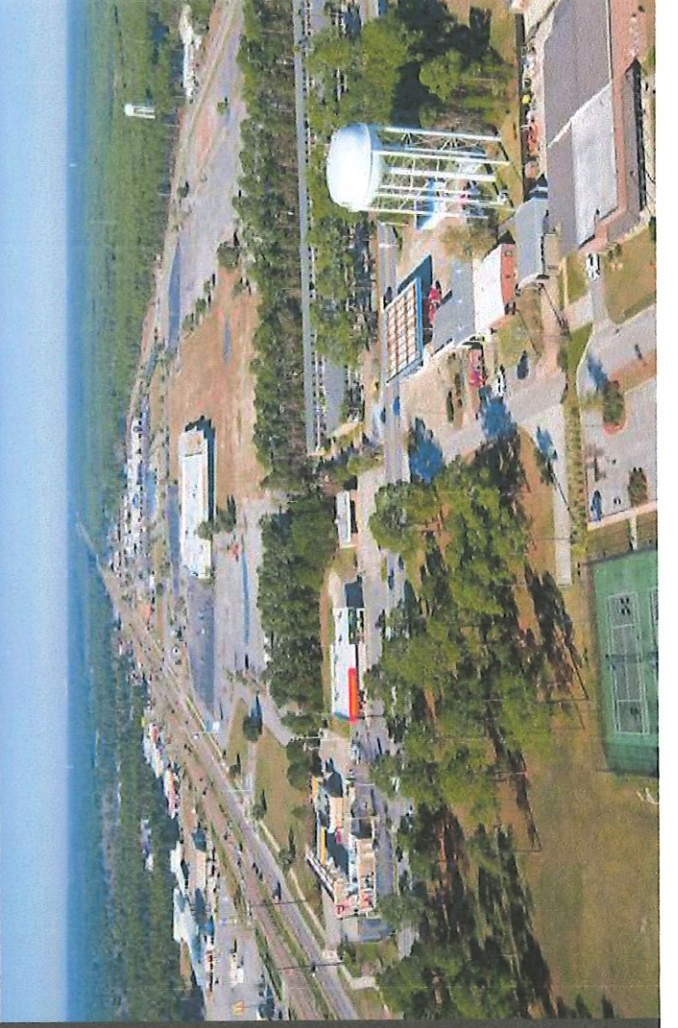
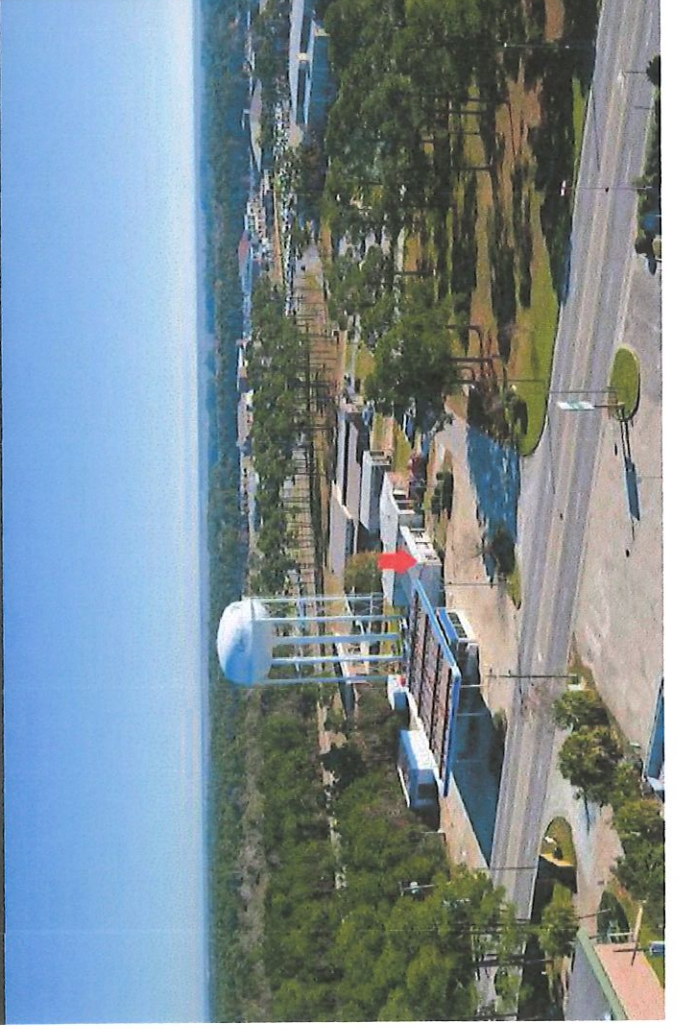
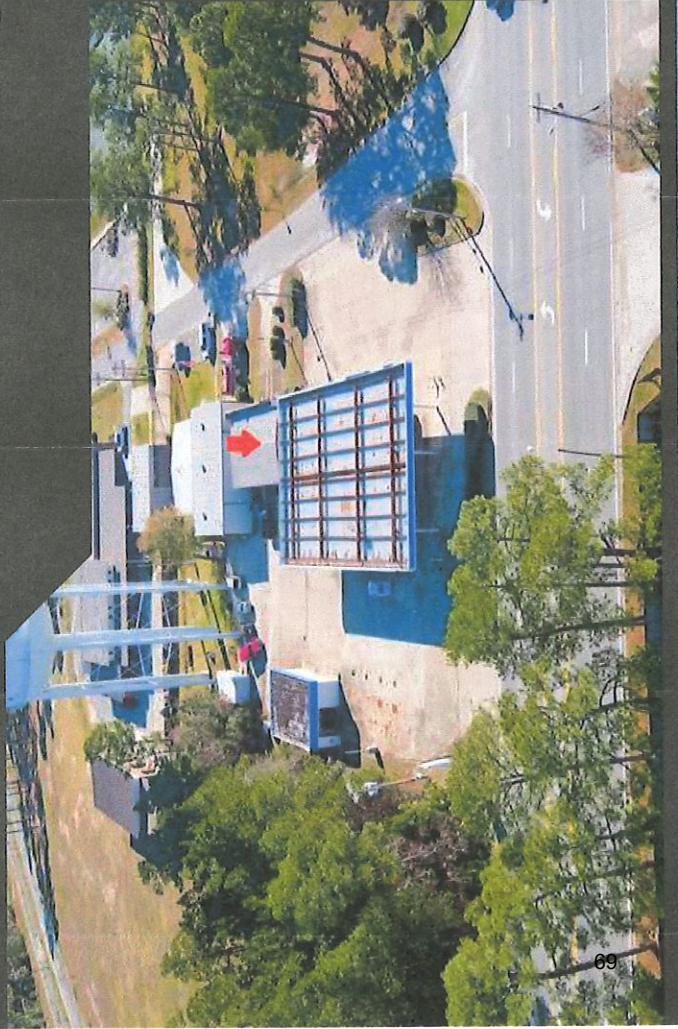
PHOTOS

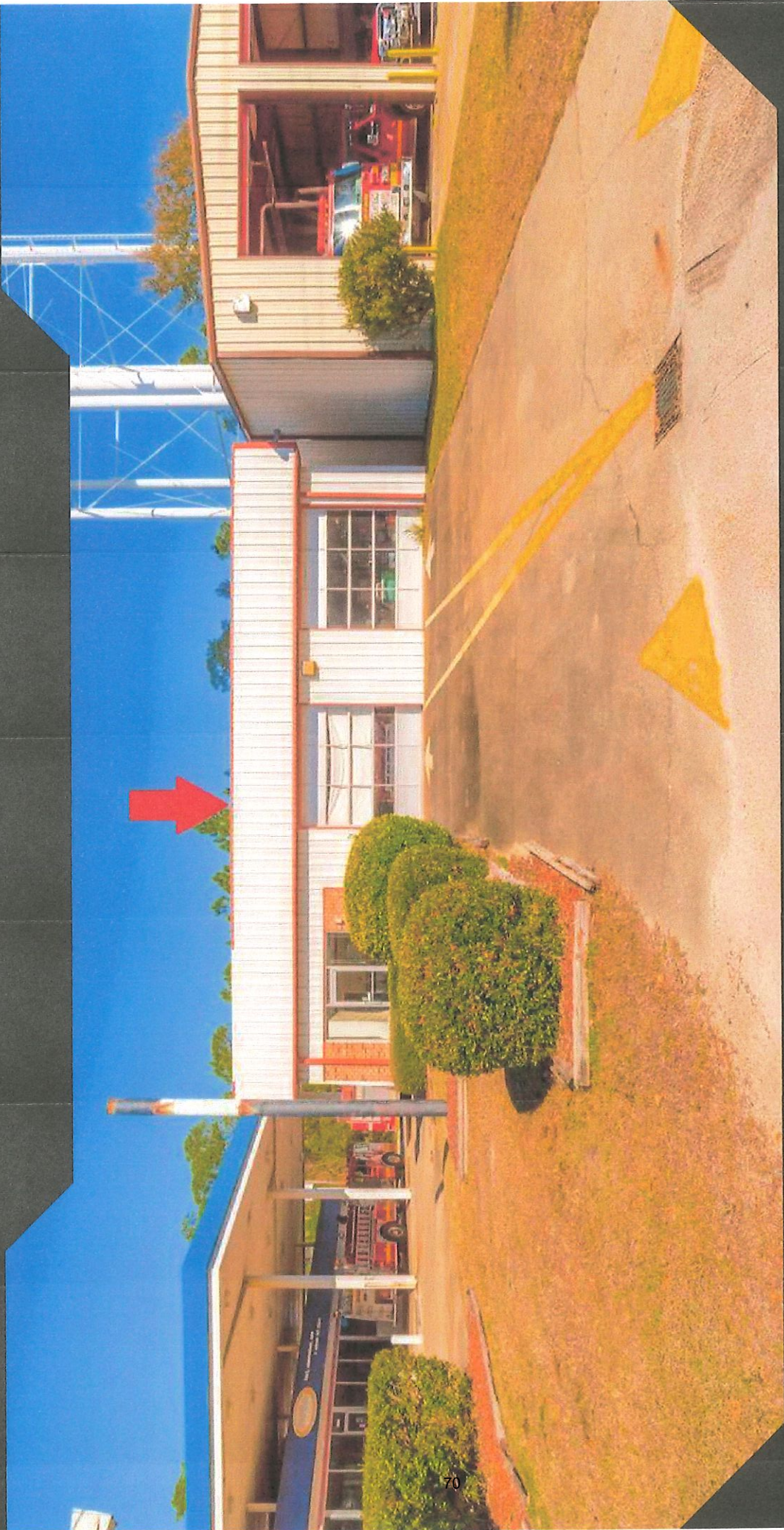


PHOTOS



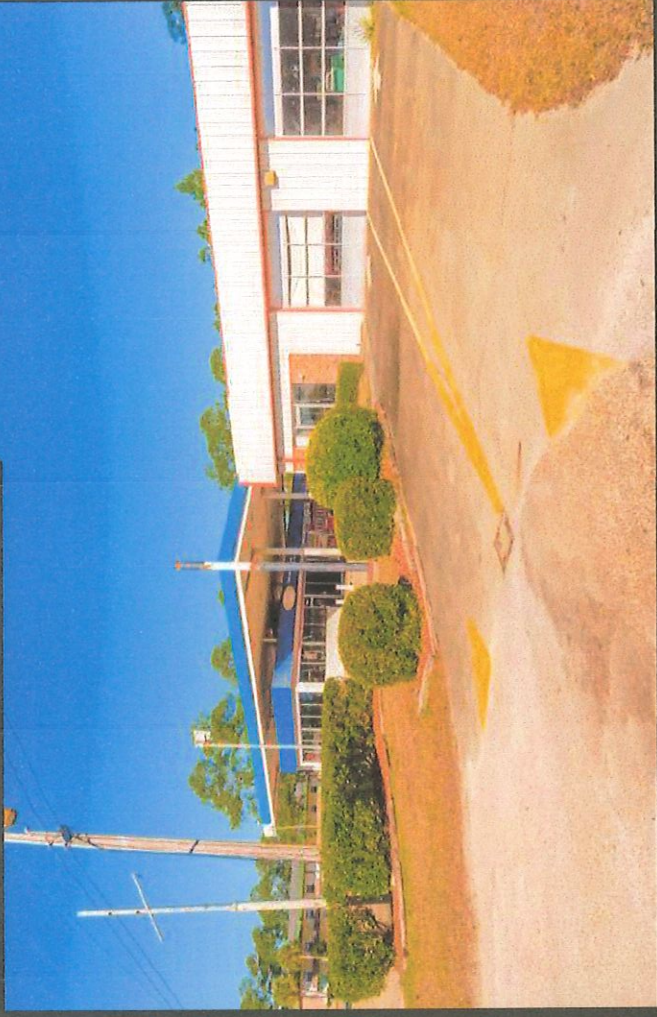
PHOTOS





FOR SALE
COMMERCIAL BUILDING
2510 College Cir, Gautier, MS 39553

PROPERTY DESCRIPTION



Commercial building for SALE.

This property offers great potential with its prime location at the intersection of Hwy. 90 and Gautier Vancleave Rd, ensuring high visibility and exposure to a large volume of traffic. With a sale price of \$150,000, this 1,785 square foot metal building is perfect for an auto repair shop or any vehicle-related business.

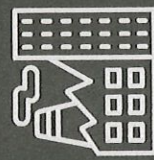
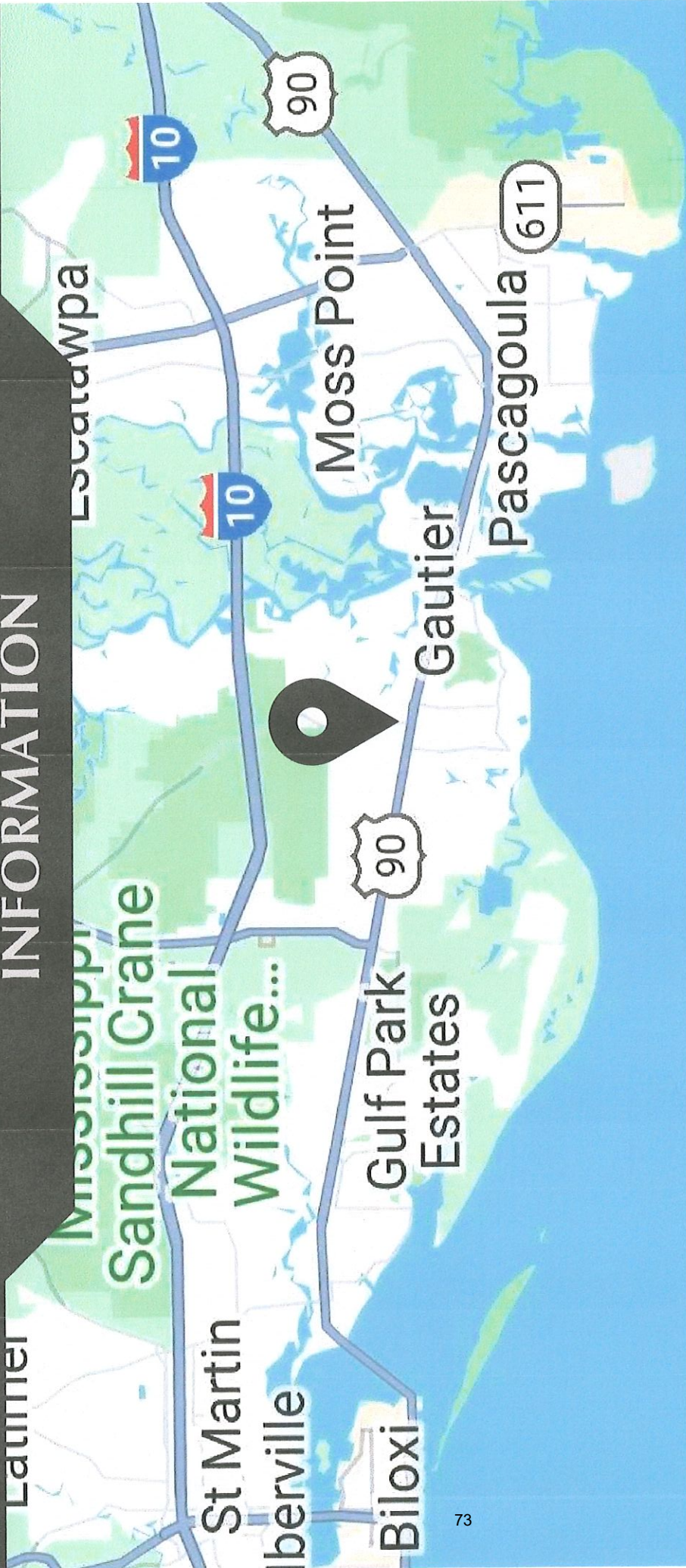
Convenience is key, and this property delivers. Its prominent position ensures excellent visibility, drawing in customers from surrounding areas. Location offers a bustling community and a strong customer base. Don't miss out on this fantastic investment opportunity.

For more information contact us today!

PROPERTY INFORMATION

List Price:	150,000	Commercial Features:	Employee Restrooms
Bathrooms Half:	1	Levels:	One
Total Square Footage:	1,785 (Public Records)	Square Footage Description:	Ofc. Bldg Up to 2500 SF
List Price SF:	\$84.03	Foundation Details:	Slab
Year Built:	1986 (Public Records)	Heating:	Central; Electric
Total Floors:	1	Cooling:	Central Air; Electric
Approx Lot Size Acres:	0.23	Sewer:	Public
Lot Size Dimensions:	50.0x233.0x50.0x233.0	Water Source:	Public
Subdivision:	Metes And Bounds	Price Includes:	Building and Land
County:	Jackson	Possible Use:	Service Station/Repair; Other
Zoning:	Public Land District	Exterior Construction/Siding:	Aluminum Siding; Steel Siding
N or S of CSX RR:	North	Approx Age Code:	Older 25+ Years
N or S of I-10:	South	Parking Features:	On Site
New Construction:	No	Additional Transportation:	City Street; Paved
Parcel #:	8-24-35-010.075	Location:	Central Business District; City Street;
Legal Description:	COM NEC SEC 35 S 1994.75' W 395'W 372.7' TO POB N 200' W 50' S 200' E 50' TO POB DB 1297 - 827 (3 MAP777.35-01)	Lot Features:	Interstate Exchange Level
Association:	No	Sale Options:	Will Not Divide
Tax Year:	2022	Listing Terms:	Conventional
Tax Annual Amount:	\$1,876	Available Documents:	Survey
Leasehold Y/N:	No		
Flood Insurance Required:	No		

PROPERTY INFORMATION



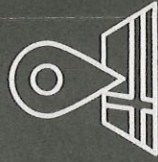
ZONE

PUBLIC LANDS
DISTRICT



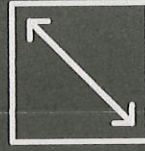
PRICE

\$150,000



LOCATION

GAUTIER, MS



LOT SIZE

0.23 ACRES

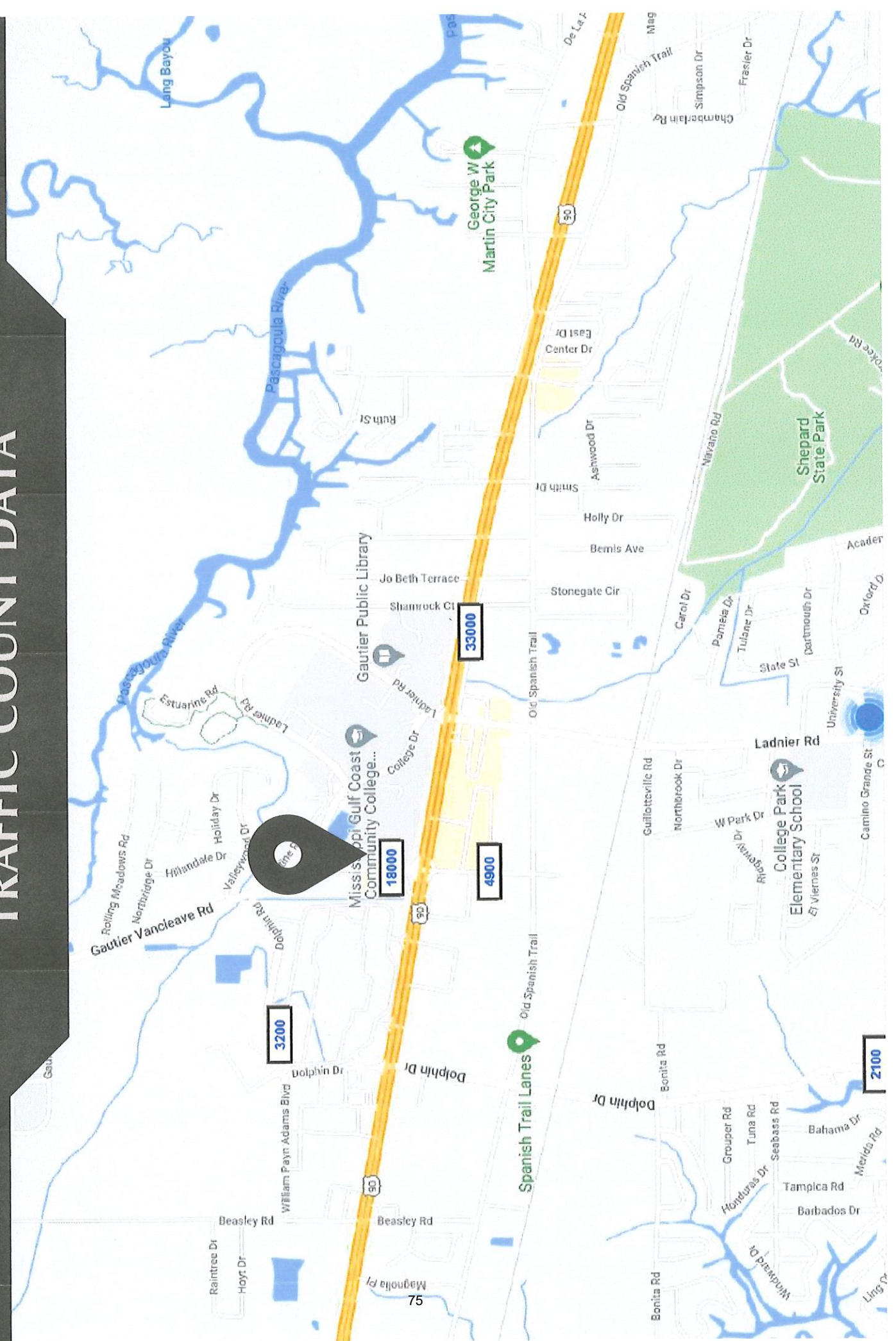
LOCATION



GAUTIER, MS

Situated on the beautiful Gulf Coast, boasts stunning waterfront vistas, abundant outdoor activities like fishing and boating, a strong sense of community, rich cultural diversity, and a thriving arts scene. With its welcoming atmosphere and charming neighborhoods, Gautier offers a unique blend of Southern hospitality and coastal charm.

TRAFFIC COUNT DATA



82435010.075 SOUTHERN OIL COMPANY INC

PIDN: 82435010.075

GISP: 777.35-01-0003.00

Owner Information

Percent of Ownership: 100

Name: SOUTHERN OIL COMPANY INC

Name 2:

Mailing Address: 6933 US HWY 49
HATTIESBURG MS
39402

Site Address: ~~3600 GAUTIER VANCELEAVE RD GAUTIER~~ 2510 College Circle

Land Information

Section: 35 Acreage: 0.23

Township: 7

Range: 7

Street Name GAUTIER VANCELEAVE
RD

Value and Tax Information

Total Assessed Value: 13046

Total Appraised Value: 86970

Improvement Value: 64430

Land Value: 22540

Tax Amount: 1875

SQ FT: 1785

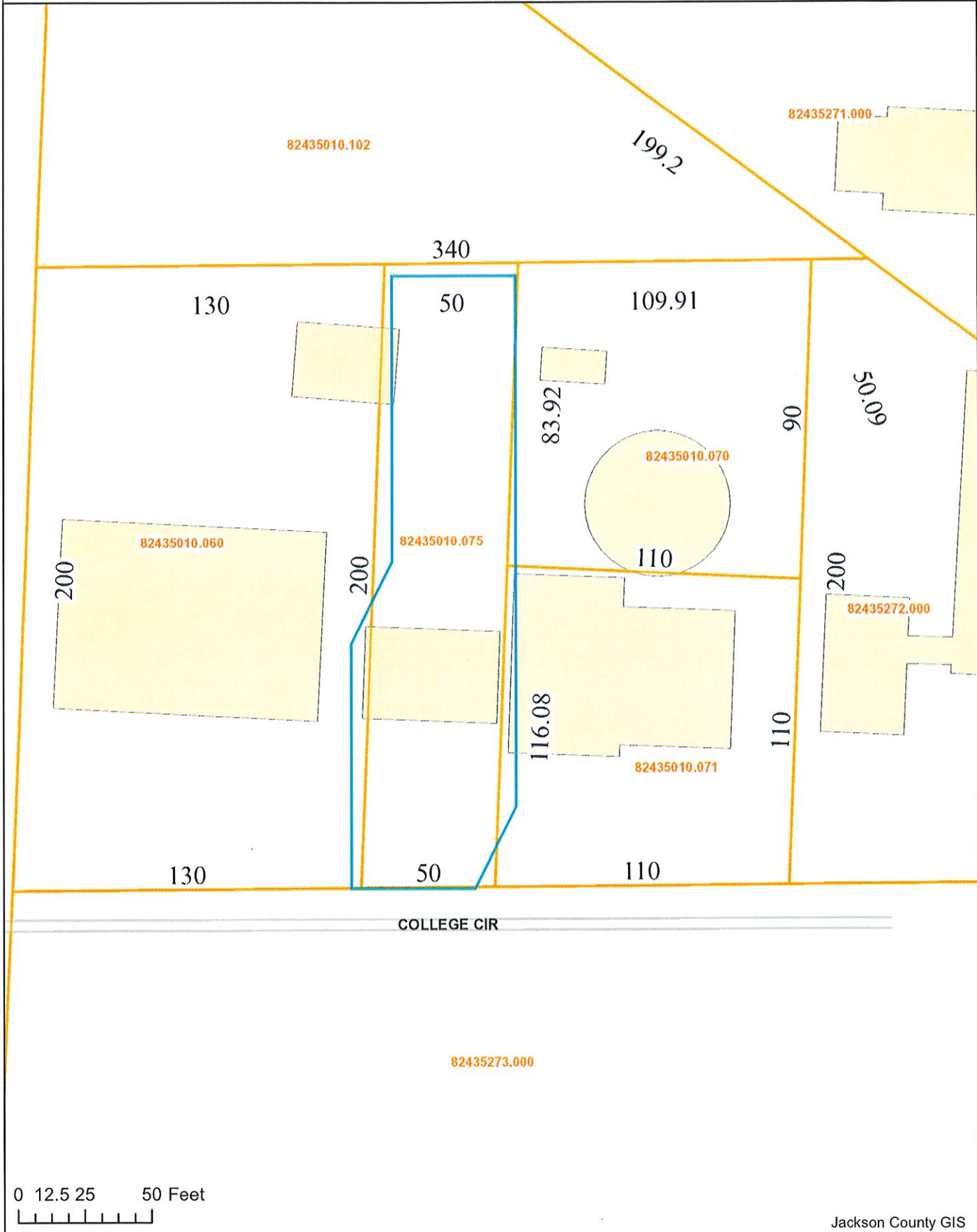
Year Built: 1986

Legal Description

Description: COM NEC SEC 35 S 1994.75' W 395'
W 372.7' TO POB N 200' W 50' S
200' E 50' TO POB DB 1297-827 (3
Map777.35-01)

Deed Book / Page: 1297 / 827

82435010.075 SOUTHERN OIL COMPANY INC



Jackson County GIS

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

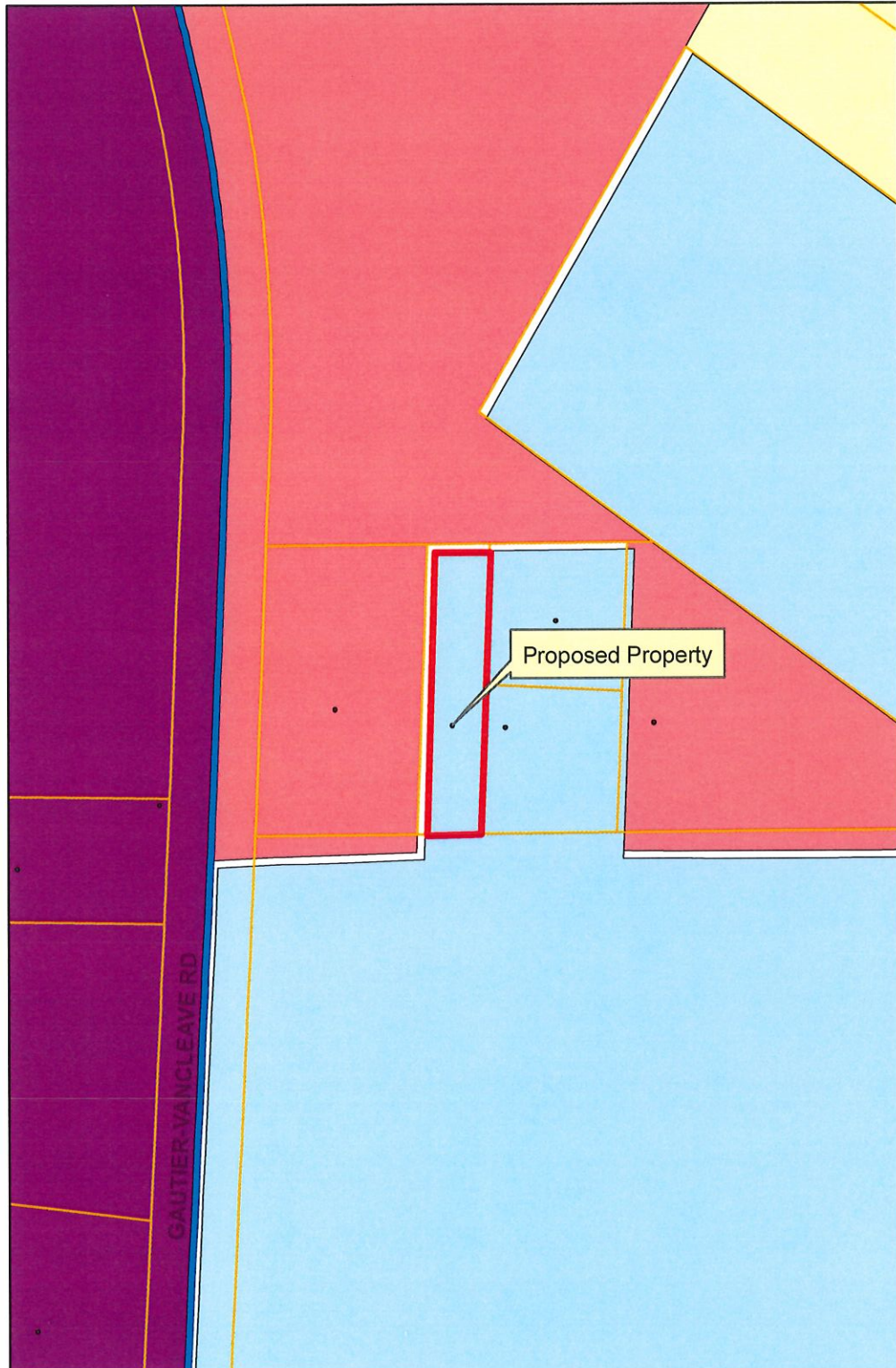


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

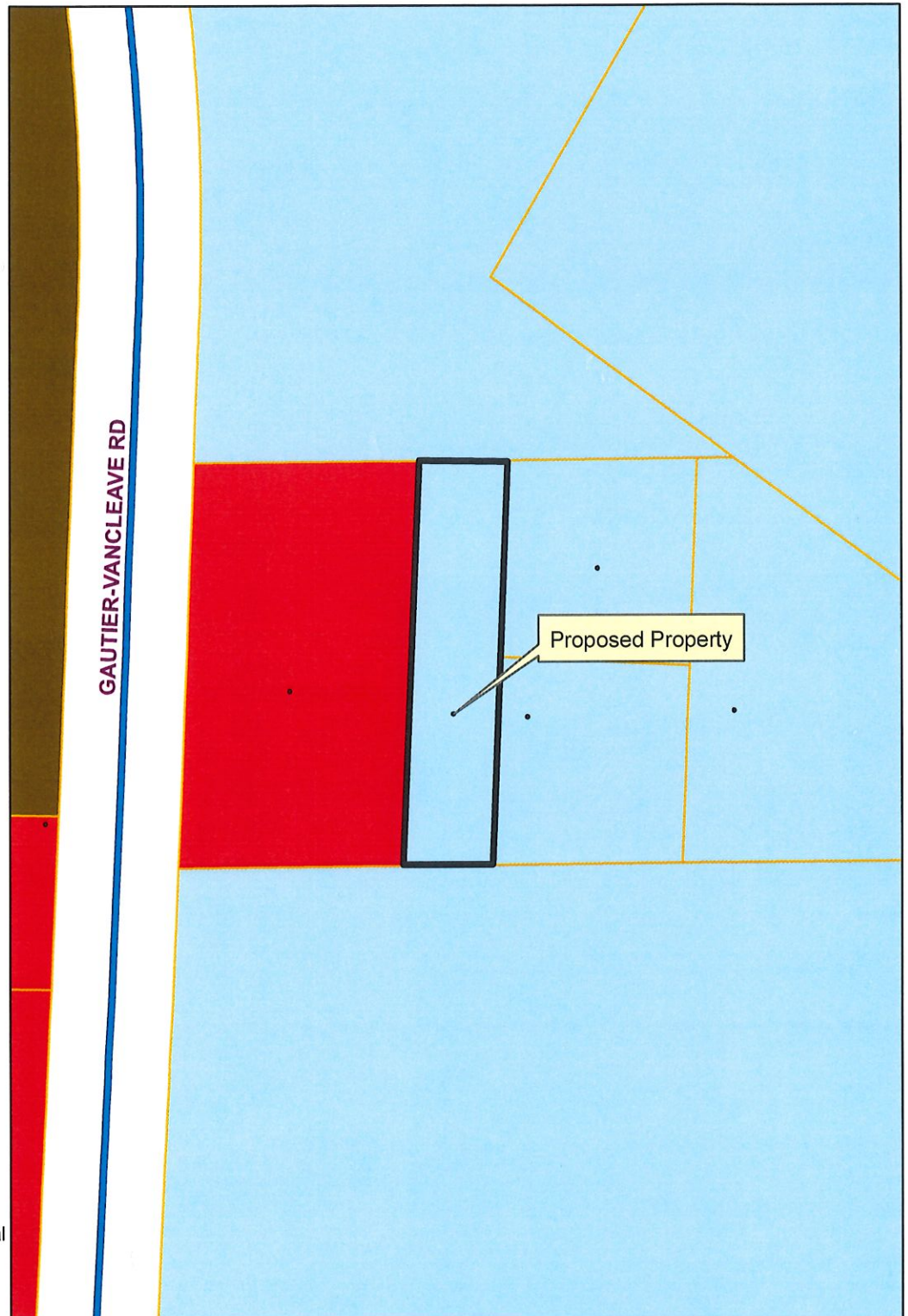


Exhibit D Future Land-Use

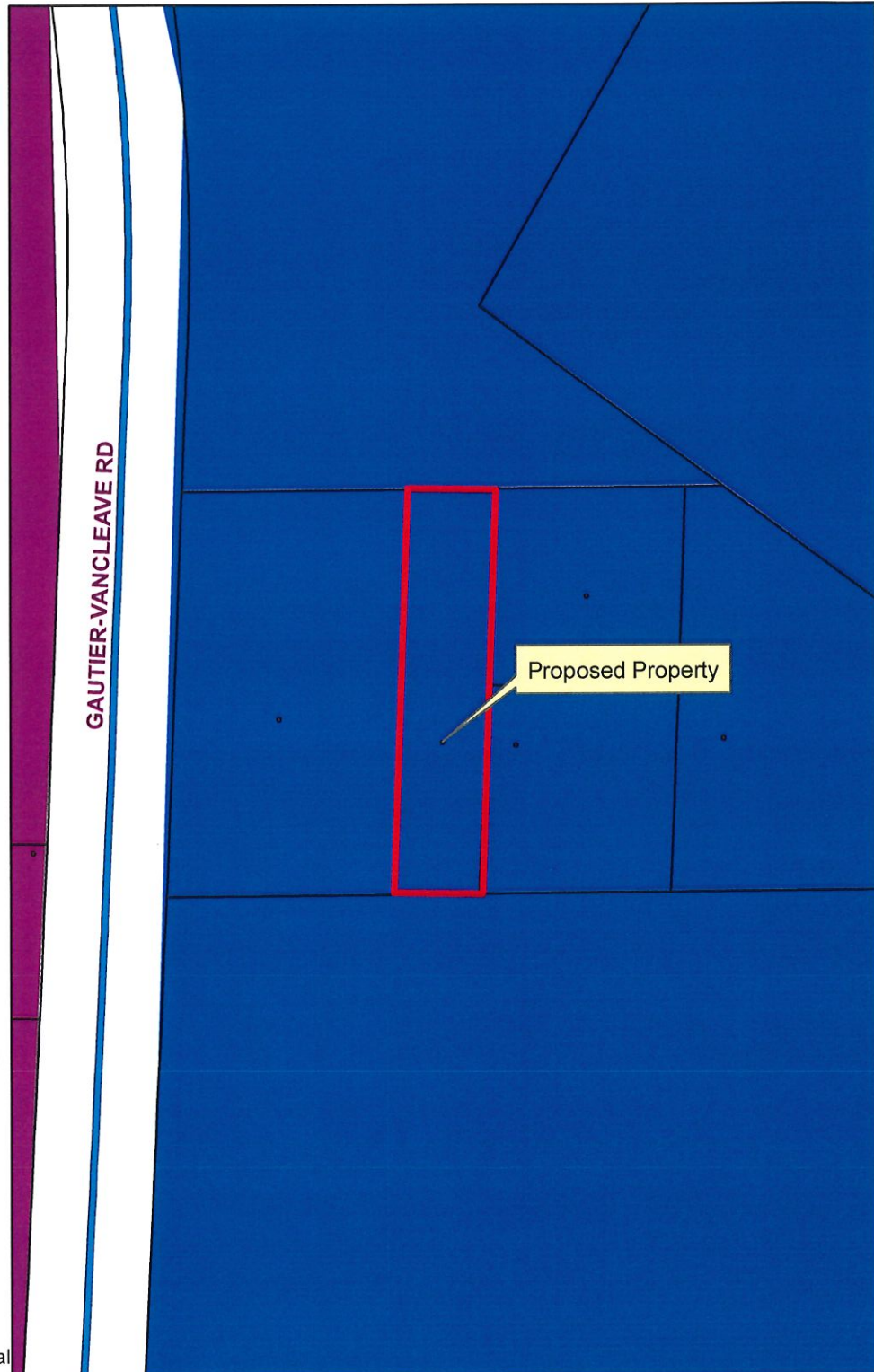
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting: August 20, 2024
Title: Consider a request for a fifteen (15) foot variance to secondary front yard setback requirements for a fence in a R-1 Low Density Single-Family Residential Zoning District, located at 1216 Grandview Drive, (GPC #24-28-VAR)

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

Summary Explanation: Consider a request for a fifteen (15) foot variance to secondary front yard setback requirements for a fence in a R-1 Low Density Single-Family Residential Zoning District, located at 1216 Grandview Drive, (GPC #24-28-VAR) (PID #85937028.0000)

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the Planning Department received a request from Charles “Vance” Cochran, located at 1216 Grandview Drive, (PID #85937028.000) for a fifteen (15) foot variance to secondary front yard setback requirements; and

WHEREAS, the property owner requests a fifteen (15') foot variance for a privacy fence; and

WHEREAS, the applicant's house is located on 1216 Grandview Drive, but he also owns the lot directly behind his house. The property owner would like to place a six (6') foot privacy fence being ten (10') feet from his property line that runs along Lagrange Drive; and

WHEREAS, the front setback requirement in an R-1 is 25 feet from the property line, therefore the setback for a secondary front yard would be twenty-five (25') feet also. The applicant needs a fifteen (15') foot variance to secondary front yard requirements; and

WHEREAS, Planning Commission conducted a public hearing on this request and voted to send the variance request to council with no recommendation; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby (adopts or denies) the variance with no recommendation from the Planning Commission for this request;

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 August 20, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 08/14/2024
Subject: Consider a request for a fifteen-foot (15') variance to secondary front yard setback requirements for a fence in a R-1 Low Density Single-Family Residential Zoning District. 1216 Grandview Drive, (GPC #24-28-VAR)

REQUEST:

The Planning Department has received a request from Charles "Vance" Cochran for a fifteen-foot (15') variance to secondary front yard setback requirements for a fence in a R-1 Low Density Single-Family Residential Zoning District at 1216 Grandview Drive, PID #85937028.000 (GPC #24-28-VAR). The application fee of \$175 was paid on June 25, 2024. All public notice requirements have been met.

BACKGROUND:

The applicant's house is located on 1216 Grandview Drive. He also owns the lot directly behind the lot his house is on. He would like to place a 6' privacy fence 10' from his property line that runs along Lagrange Drive. This area would be considered a secondary front yard because it is located on a street. The front setback requirement in a R-1 Low Density Single-Family Residential District is 25' from the property line, therefore the setback for a secondary front yard would be 25' also. The applicant needs a 15' variance to secondary front yard requirements.

DISCUSSION:

The applicant is asking for a 15' variance to the secondary front yard requirements so he can put up a 6' privacy fence around his rear yard that runs along Lagrange Drive.

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION:

The Planning Commission voted to send the variance to City Council without a recommendation.

The City Council may:

Approve the variance request as presented;

Approve the variance request with changes; or

Deny variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 8.1.24 (#24-28-VAR)
2. Complete Packet 24-28-VAR

Excerpt from August 1, 2024, Planning Commission Meeting:

The Planning Department has received a request for a fifteen-foot (15') variance to secondary front yard setback requirements for a fence in a R-1 Low Density Single-Family Residential Zoning District at 1216 Grandview Drive. (GPC #24-28-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. He explained that the two lots the applicant owns are contiguous. The ordinance considers two parcels that are contiguous as one lot. So, in regard to setbacks, etc., it is considered one lot.

REQUEST:

The Planning Department has received a request from Charles "Vance" Cochran for a fifteen-foot (15') variance to secondary front yard setback requirements for a fence in a R-1 Low Density Single-Family Residential Zoning District at 1216 Grandview Drive, PID #85937028.000 (GPC #24-28-VAR). The application fee of \$175 was paid on June 25, 2024. All public notice requirements have been met.

BACKGROUND:

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DISCUSSION:

The applicant is asking for a 15' variance to the secondary front yard requirements so he can put up a 6' privacy fence around his rear yard that runs along Lagrange Drive.

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Jamison asked the applicant to present his case.

Vance Cochran, the applicant, said he wants to add an additional 15 feet of fence to the back of his back property, so he doesn’t have to surrender 25’ of his property.

Commissioner Davis said he saw one picket fence fairly close to the road, but it was only 4’ high. He did see several privacy fences on the south side of the road, but they were not that close to the road.

Mr. Cochran said that on the north side of Lagrange, there are five 6’ privacy fences that are within 15 feet of road. He asked Mr. Ankerson if the fence had to be 25’ from the street or the property line.

Mr. Ankerson said it had to be 25’ from the property line. He said the fence could actually be on the property line, but it would have to drop to 4’ at the 25’ setback line.

Mr. Cochran said that the variance would still put him about 23' from the road because his property line is 13' from the road. He said he doesn't want to have to surrender 25' of his property plus the other 13' to the road.

Commissioner Hoover asked why he didn't want to have a 4' fence and if he had plans to do something in his back yard in the future.

Mr. Cochran said he had no plans at this time, but he does have a swimming pool in his backyard that currently has a temporary 4' fence around it.

Commissioner Hudson said he doesn't think Mr. Cochran should have to lose the land he mentioned.

Commissioner McManus said that typically when the Commission approves something like this, they are hearing that there is a special circumstance or reason for needing the variance. She said there is 140' of land in the back lot and she has not really heard a reason for needing the variance.

Walter Malone, who lives in Hickory Hills, said he rode through the community recently and there are fences all over the place and it looked junky. He said there was no uniformity, and it was degrading the community and devaluing properties. He thinks the city needs to pay more attention to what is going on in the community.

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

ACTION TAKEN:

Commissioner Hudson made a motion to recommend that the City Council approve the variance as presented so the applicant does not lose so much of his property.

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

AYES: **Maurice Hudson**
 Chris Hoover

NAYS: **Kay C. Jamison**
 Josh Ward
 DeAnna McManus
 William Davis

ABSENT: **Ricky Decoteau**

Motion failed.

Commissioner Ward then made a motion, due to the previous vote, to send the variance to City Council without a recommendation.

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

AYES: **Kay C. Jamison**
 Josh Ward
 DeAnna McManus
 William Davis

NAYS: **Maurice Hudson**
 Chris Hoover

ABSENT: **Ricky Decoteau**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

August 1, 2024

GPC #24-28-VAR

1216 Grandview Drive

VII. NEW BUSINESS

2. Consider a request for a fifteen-foot (15') variance to secondary front yard setback requirements for a fence in a R-1 Low Density Single-Family Residential Zoning District. 1216 Grandview Drive, (GPC #24-28-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: July 22, 2024

Subject: Consider a request for a fifteen-foot (15') variance to secondary front yard setback requirements for a fence in a R-1 Low Density Single-Family Residential Zoning District at 1216 Grandview Drive, (GPC #24-28-VAR)

REQUEST:

The Planning Department has received a request from Charles "Vance" Cochran for a fifteen-foot (15') variance to secondary front yard setback requirements for a fence in a R-1 Low Density Single-Family Residential Zoning District at 1216 Grandview Drive, PID #85937028.000 (GPC #24-28-VAR). The application fee of \$175 was paid on June 25, 2024. All public notice requirements have been met.

BACKGROUND:

The applicant's house is located on 1216 Grandview Drive. He also owns the lot directly behind the lot his house is on. He would like to place a 6' privacy fence 10' from his property line that runs along Lagrange Drive. This area would be considered a secondary front yard because it is located on a street. The front setback requirement in a R-1 Low Density Single-Family Residential District is 25' from the property line, therefore the setback for a secondary front yard would be 25' also. The applicant needs a 15' variance to secondary front yard requirements.

DISCUSSION:

The applicant is asking for a 15' variance to the secondary front yard requirements so he can put up a 6' privacy fence around his rear yard that runs along Lagrange Drive.

DETERMINATION OF APPLICABLE LAW:

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

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards,

separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor

Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

24-28-VAR

<u>TO BE HEARD BY GAUTIER PLANNING COMMISSION:</u>		<u>FEE:</u>
Variance	_____	\$176.00
*Includes \$1.00 filing fee per MS Code §25-60-5		

Name of Applicant: Charles "Vance" CochranName of Business: _____ Phone: 228-217-9629Property Address: 1216 Grandview Dr Mailing Address (if Different): _____E-Mail Address: vance.cochran@gmail.comReason for request, location and intended use of Property: I don't want to surrender any of my property and wish to fence in my entire yard. (15' variance to Secondary front yard)

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: [Signature] Date of Application: 6-6-24

FOR OFFICE USE ONLY	
Date Received <u>6-25/24</u>	Verify as Complete <u>Balus/SA</u>
Fee Amount Received <u>176.00</u>	Initials of Employee Receiving Application <u>Balus</u>

VARIANCE

Criteria for Approval

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

We own the lot behind our house and we want to be able to use as much of it as possible.

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

No

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

there are other lots on LaGrange where the fences are about 10' from the property line.

4. Will the granting of the Variance requested confer upon you any special privilege that is denied by this Ordinance to other similar sites (lots or parcels), structures or buildings in the same district? Explain.

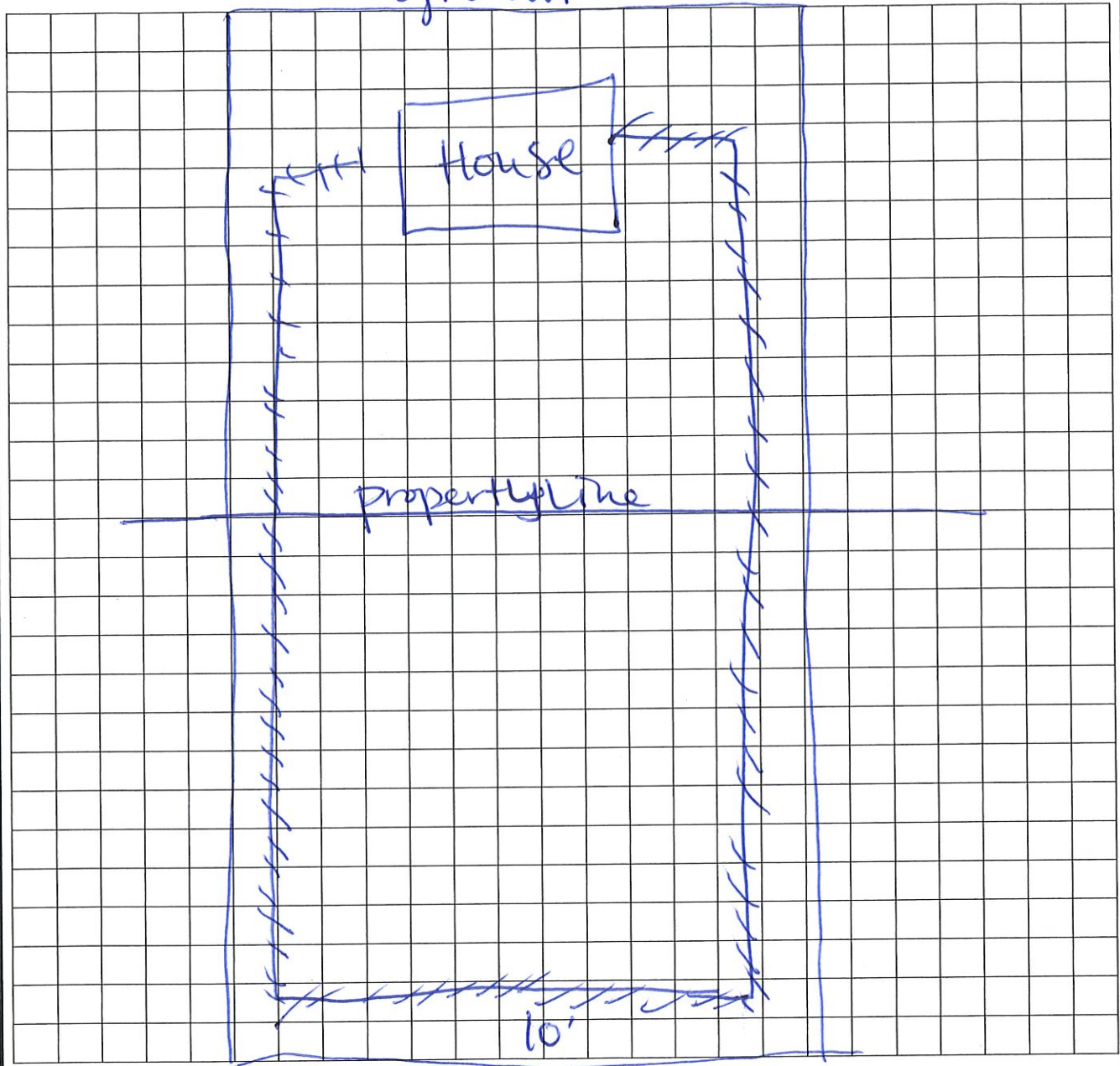
No

NARRATIVE

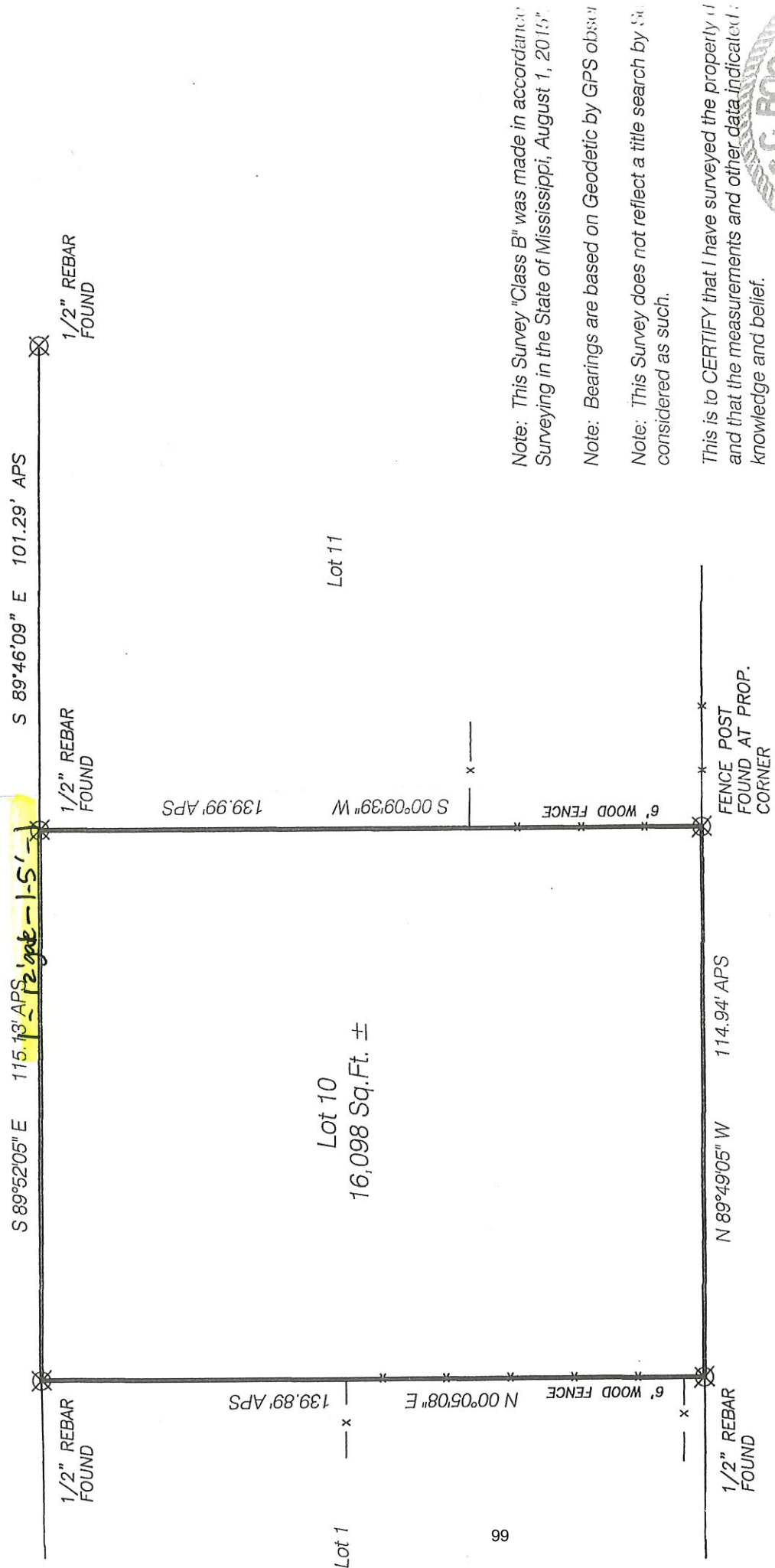
I, Vance Cochran, own the property that is 1216 Grandview. I also own the property to the rear of my home, Lot 10 Block 4, Martin Bluff Subdivision. This lot is an extension of my backyard. I want to erect a fence around my entire property. There is a precedence of other lots on Lagrange (northside) with fencing approximately ten feet from the road. I would like to do this as well. My 6' privacy fence will have a gate at Lagrange and at my existing driveway at Grandview.

DIAGRAM

Grandview



LaGrange



Note: This Survey "Class B" was made in accordance with the standards for land surveying in the State of Mississippi, August 1, 2015.
 Note: Bearings are based on Geodetic by GPS observation.
 Note: This Survey does not reflect a title search by the Surveyor.
 This is to CERTIFY that I have surveyed the property and that the measurements and other data indicated are true to the best of my knowledge and belief.



REFERENCES:

- 1) PLAT OF MARTIN BLUFF SUBDIVISION
- 2) DEED BOOK 1700 PAGE 64

85937028.000 COCHRAN VANCE &

PIDN: 85937028.000

GISP: 763.07-02-0159.00

Owner Information

Percent of Ownership: 100

Name: COCHRAN VANCE &

Name 2: COCHRAN CHRISTINA R

Mailing Address: 1216 GRANDVIEW ST

GAUTIER MS

39553

Site Address: LAGRANGE DR GAUTIER

Land Information

Section: 3

Acreage: 0

Township: 7

Range: 6

Street Name LAGRANGE
DR

Value and Tax Information

Total Assessed Value: 2768

Total Appraised Value: 18450

Improvement Value: 0

Land Value: 18450

Tax Amount: 398

SQ FT: 0

Year Built: 0

Legal Description

Description: LOT 10 BLK 4 MARTIN BLUFF S/D DB

1998-660 (159 MAP763.07-02)

Deed Book / Page: 1998 / 660

85937028.000 COCHRAN VANCE &



Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

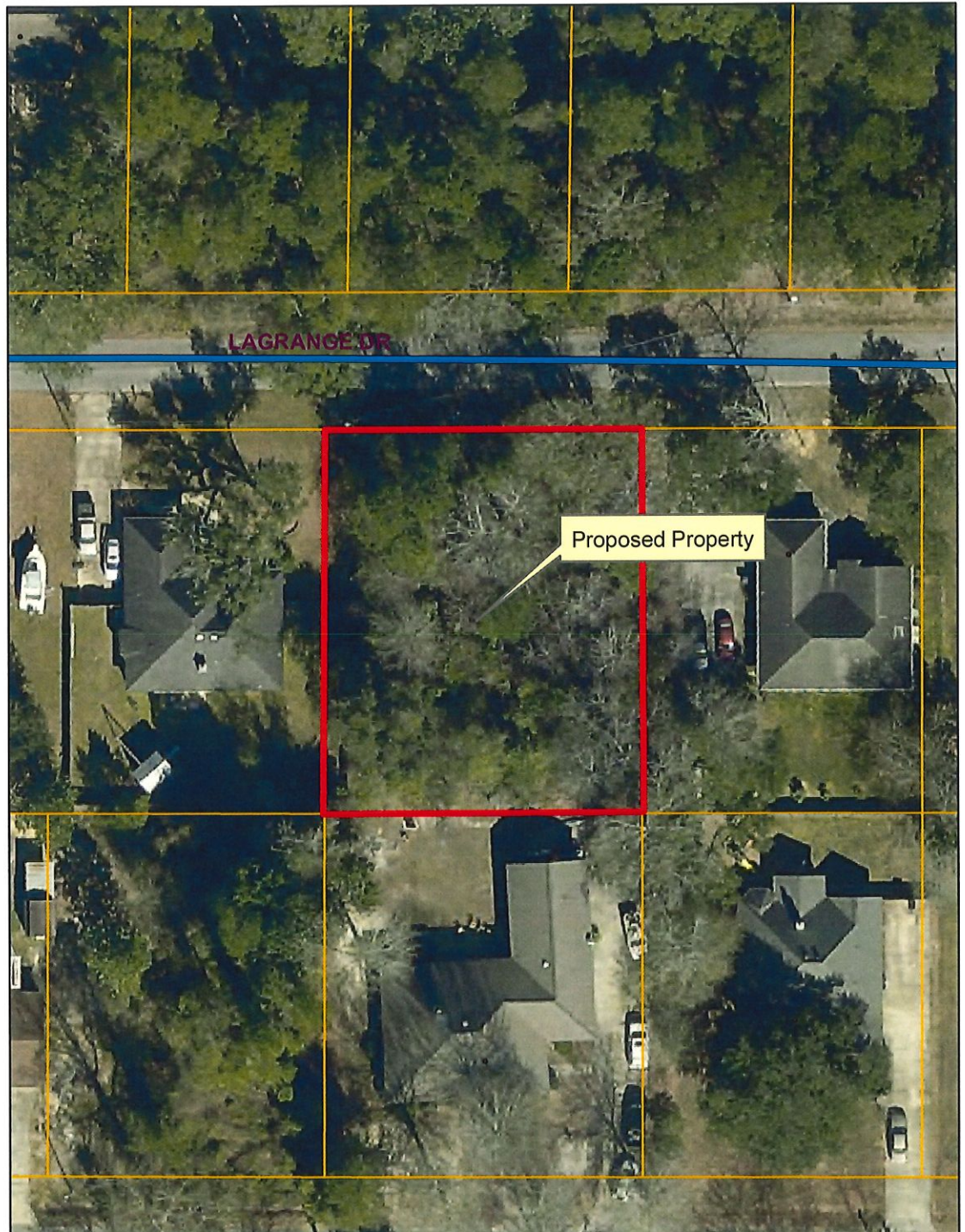


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

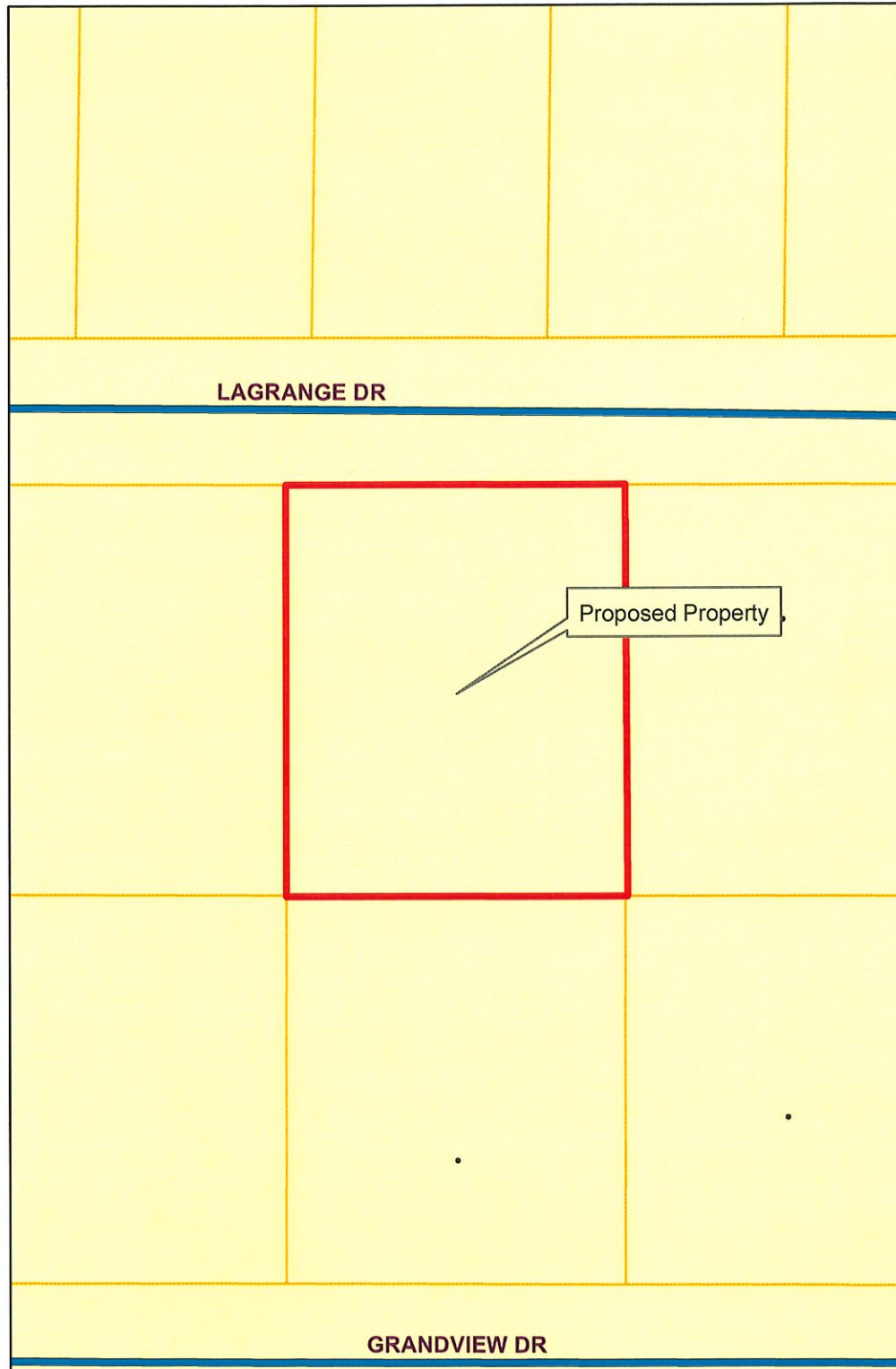


Exhibit C Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

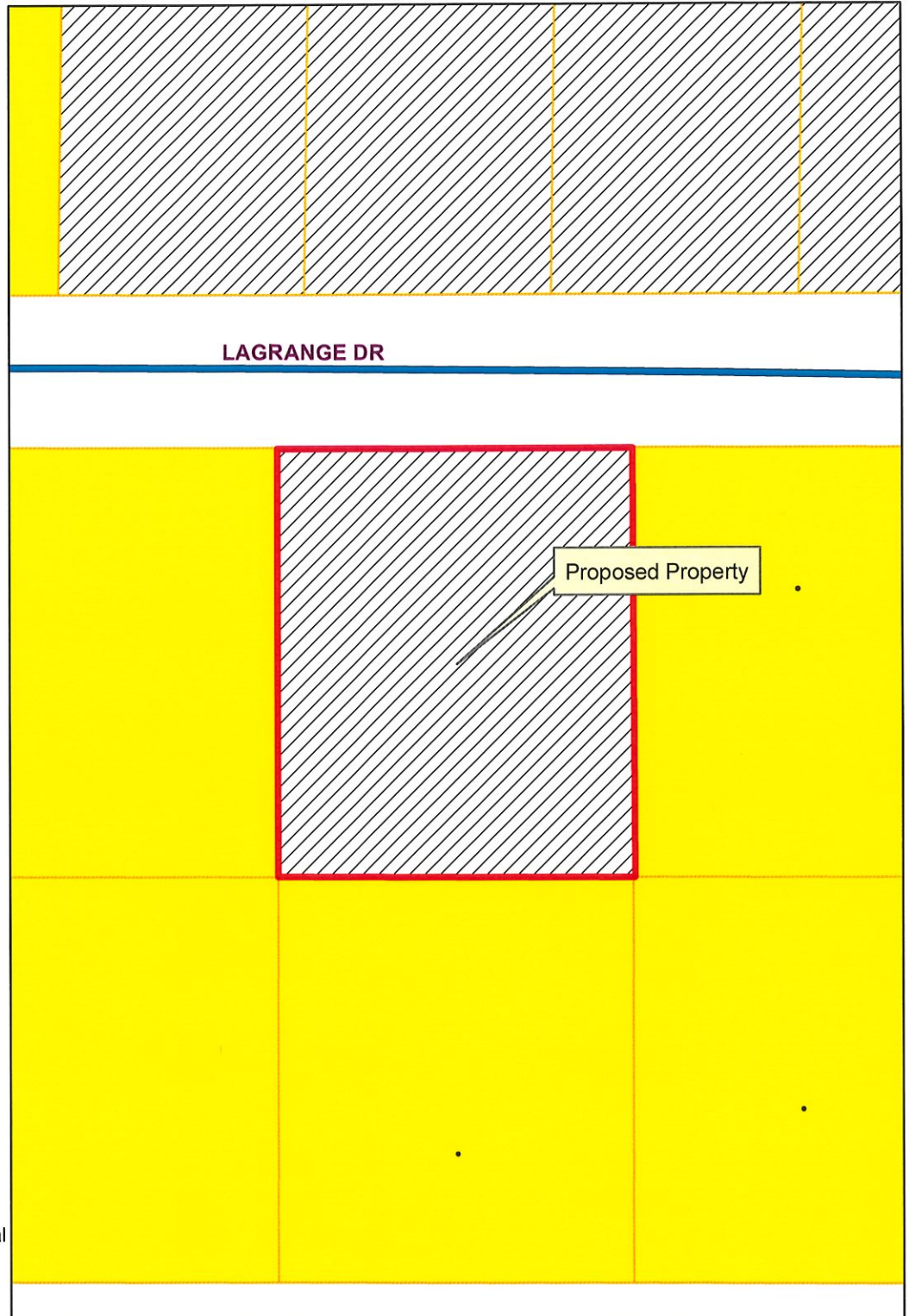


Exhibit D

Future Land-Use

Prepared By:

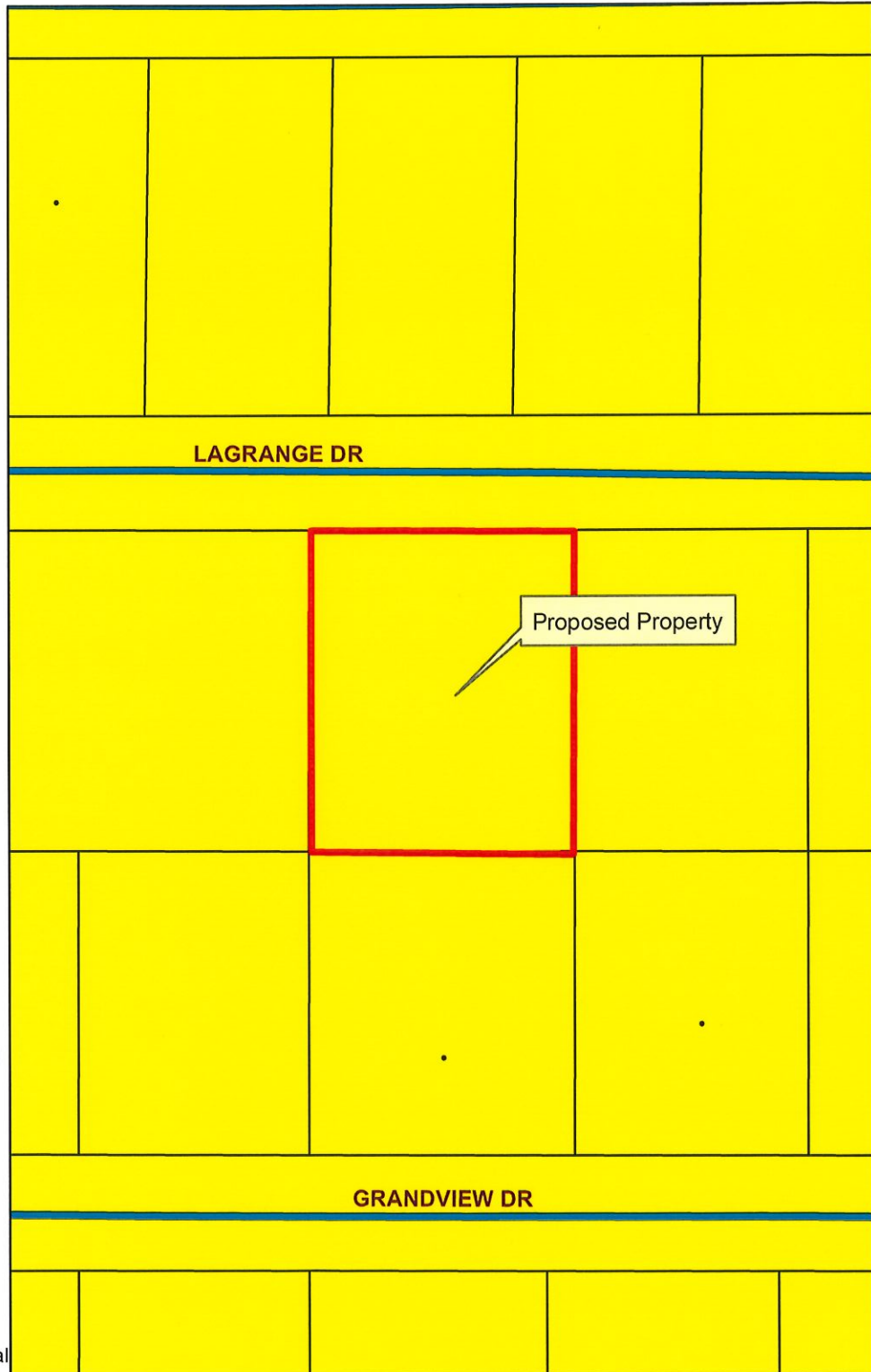
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet

Council Meeting:

August 20, 2024

Consideration of a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3204 Willis Street (GPC #24-29-SE)

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3204 Willis Street, Gautier, MS, PID #87420025.000) (GPC #24-29-SE)

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

**CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 24-29-SE
3204 WILLIS STREET – SPECIAL EXCEPTION THAT WOULD
ALLOW AN ACCESSORY STRUCTURE ON A LOT WITHOUT A
PRIMARY STRUCTURE IN A MURC-MV MIXED USE
RECREATION COMMERCIAL – MARY WALKER ZONING
DISTRICT
REGARDING PARCEL ID NO: 87420025.000**

WHEREAS, an application for a Special Exception Permit that would allow an accessory structure on a lot without a primary structure in a MURC-MV Mixed Use Recreation Commercial – Mary Walker Zoning District was submitted by Kenneth Simmons and Kenli Simmons Fall; and

WHEREAS, the City Council hereby finds that the proposed use, classified as an accessory structure, requires a Special Exception Permit in the MURC-MV Mixed Use Recreation Commercial – Mary Walker Zoning District; and

WHEREAS, the parcel subject to this Permit is located at 3204 Willis Street; and

WHEREAS, after due public notice, Planning Commission, at its August 1, 2024 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended to approve the permit with the following changes: allow the bulkhead to be replaced, allow a stick built boathouse with a lift, do not allow the slab or the cover for the RV; and

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

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

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

IT IS THEREFORE ORDERED that the Mayor and City Council (accepts or denies) the recommendation of the Planning Commission and (approves or denies) the application submitted by Kenneth Simmons and Kenli Simmons Fall on July 12, 2024 for

a Special Exception Permit.

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 20, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 08/14/2024
Subject: Consider a request for a Special Exception that would allow an accessory structure on a lot without a primary structure in a MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District. 3204 Willis Drive, (GPC #24-29-SE)

REQUEST:

The Planning Department has received a request from Kenneth Simmons & Kenli Simmons Fall for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3204 Willis Street, PID #87420025.000 (GPC #24-29-SE). The application fee of \$250 was paid on July 12, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-MW Mixed Use Recreation Commercial – Mary Walker.
Location: 3204 Willis Street, PID #87420025.000 (See Exhibit A)
General features of the proposed project: Lot Size: 0.37 acres
Potable Water and Wastewater Services: Available at current location
Current Zoning (See Exhibit B): MURC-MW Mixed Use Recreation Commercial – Mary Walker
Current Surrounding Zoning (See Exhibit B): MURC-MW Mixed Use Recreation Commercial
Current Surrounding Existing Land Use (See Exhibit C): Residential, Vacant, Fish Camps, Marina, Mobile Home Park
Comprehensive Plan Future Land Use Designation (See Exhibit D): Recreational Commercial.

DISCUSSION:

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

Applicant Response: *There are other boathouses and sheds in the area that are on lots without a house or mobile home.*

Staff Finding: *There are other accessory structures on lots in the area that do not have a primary structure. Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?*

Applicant Response: *It will not be injurious to the neighborhood because there are other boathouses and sheds in the area.*

Staff Finding: *A boathouse and boat lift are in keeping with the purpose and intent of the MURC-MW as defined in the UDO. Staff's opinion is that approval of the request will not negatively affect the neighborhood. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant.*

Applicant Response: *In July 2018 I was approved to place an RV on the lot. The RV would not always be on site. I would like to build a boathouse for my boat and a shed to store things in.*

Staff Finding: *Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

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

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

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION:

The Planning Commission recommends that Council approve the Special Exception with the following changes: allow the bulkhead to be replaced, and allow a stick built boat house with a lift. Do not allow the slab or the cover for the RV. The Hardship is that the bulkhead needs to be replaced for deterioration reasons.

The City Council may:

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

ATTACHMENTS:

1. Excerpt GPC Meeting 8.1.24 (#24-29-SE)
2. Complete Packet 24-29-SE

Excerpt from August 1, 2024, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception that would allow an accessory structure on a lot without a primary structure in a MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3204 Willis Drive, PID #87420025.000 (GPC #24-29-SE).

Scott Ankerson, Planning Director, gave a brief overview of the case. He explained that the applicant has an existing Conditional Use to have an RV on the lot from many years ago and that he does have an RV that he brings in and out.

REQUEST:

The Planning Department has received a request from Kenneth Simmons & Kenli Simmons Fall for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3204 Willis Street, PID #87420025.000 (GPC #24-29-SE). The application fee of \$250 was paid on July 12, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-MW Mixed Use Recreation Commercial – Mary Walker.

1. Location: 3204 Willis Street, PID #87420025.000 (See Exhibit A)
2. General features of the proposed project:
Lot Size: 0.37 acres
3. Potable Water and Wastewater Services: Available at current location
4. Current Zoning (See Exhibit B): MURC-MW Mixed Use Recreation Commercial – Mary Walker
5. Current Surrounding Zoning (See Exhibit B): MURC-MW Mixed Use Recreation Commercial
6. Current Surrounding Existing Land Use (See Exhibit C): Residential, Vacant, Fish Camps, Marina, Mobile Home Park
7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Recreational Commercial.

DISCUSSION:

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

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

Applicant Response: *There are other boathouses and sheds in the area that are on lots without a house or mobile home.*

Staff Finding: *There are other accessory structures on lots in the area that do not have a primary structure.*

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

Applicant Response: *It will not be injurious to the neighborhood because there are other boathouses and sheds in the area.*

Staff Finding: *A boathouse and boat lift are in keeping with the purpose and intent of the MURC-MW as defined in the UDO. Staff's opinion is that approval of the request will not negatively affect the neighborhood.*

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

Applicant Response: *In July 2018 I was approved to place an RV on the lot. The RV would not always be on site. I would like to build a boathouse for my boat and a shed to store things in.*

Staff Finding: *Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.

2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
 - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Jamison asked the applicant to present his case.

Kenneth Simmons, the applicant, said the plan was to replace the rotted and collapsing bulkhead and boardwalk, construct a 14' x 30' boatshed with a lift, construct an 18' x 40' camper shed on a concrete slab, and construct a privacy fence on the east end of Lot 27 that adjoins Ellen Lee's property. He said he has owned the property since 2017 and is gradually making improvements.

Commissioner Ward said he had noticed two RVs on the property now.

Chairman Jamison said her understanding was that he was only allowed one.

Mr. Simmons said there are two on the lot now. He said when he got his permit it was worded that he could keep one there for 364 days out of the year and move it once. If he had another one, it could only stay seven days. He said neither RV is permanent, and they were for family use only. There are no rental spots or anything.

Chairman Jamison explained to Mr. Simmons that this was the fourth case within a couple of months that they have heard, and they haven't allowed anyone else to have a camper, but his is grandfathered so he can keep his camper. She said the question is whether or not to allow him to put a camper cover and a slab for his camper, and build a boat lift when he is supposed to have a structure on the property before he can have an accessory building.

Commissioner Ward stated that there have recently been some other bulkheads that were built in the area without permission. He said he could see where there was confusion about what was allowed because there are certain things in the area that aren't necessarily allowed but were grandfathered. They have also approved certain things and then the applicant will do more than what they were approved for. An example, which is currently being addressed by Code Enforcement, is where one RV was allowed on a lot but now there are three RVs on the lot. He also said that when you start putting sheds and pouring concrete it begins to sound a lot more permanent.

Commissioner Davis explained that when the Commission looks at these requests, they try to identify what the hardship would be in order to approve the case. He asked Mr. Simmons what he would consider his hardship.

Mr. Simmons said that his RV is there 4 to 5 months at a time, and it is under the trees. He wants a cover to protect it.

Chairman Jamison asked if he intended to build a house on the property at some point.

Mr. Simmons said he did not.

Chairman Jamison said that because they let another person keep his boat launch and lift, and bulkhead, she was inclined to let him do that but not put a cover over the trailer.

Commissioner Hoover said that Mr. Simmons got relief from part of the Ordinance by being allowed to place the camper on the lot, but letting it be put on a slab with a cover makes it more permanent. He has no problem with him redoing the bulkhead and putting a boat lift in.

Commissioner Ward said that a lot of what is going on in that area has happened because of many different issues. Some things were grandfathered, and some were done without permits. The Commission tries to give grace when they can but when you start putting slabs and structures that are there permanently and there isn't a primary structure on the lot, everybody else is going to want to do the same thing. Allowing Mr. Simmons to do it would set a precedence. He is ok with the bulkhead because it is preserving the property and keeping it from washing out as much.

Commissioner McManus asked if he had to have a Special Exception to replace the bulkhead.

Mr. Ankerson said that a bulkhead is a listed accessory structure.

Commissioner McManus asked if there were criteria that the boatshed had to meet. She was concerned about approving it, not knowing what it was going to look like.

Mr. Ankerson said because it was an accessory structure, the size would have to be considered because it can only cover a certain percentage of the lot. There are no Architectural Standards in the Ordinance regulating what materials have to be used for accessory buildings. Structurally it will have to meet our adopted Building Codes and 160 mph winds.

Will White, who owns the property next to Mr. Simmons, said he bought his property because of what Mr. Simmons did with his property. He and his wife have worked hard to make the property nice. Mr. White said that at a previous meeting everyone was talking about how Gatti Place was its own little community. He feels that Willis is its own little community because of the things located in the area such as the marina, and the RV park the Commission just approved right across the street from Mr. Simmons.

Commissioner Davis said he was not convinced that there was a hardship regarding the request for the cover and slab. He did feel that the bulkhead was almost a necessity to keep property from washing away.

Commissioner Hoover asked if there was an issue with the privacy fence Mr. Simmons talked about in his narrative.

Mr. Simmons said the privacy fence was not a priority. He was just going to put it up to make everything look better

Mr. Ankerson advised that the fence was not something they had to approve. It was allowed by right as long as it meets the Ordinance requirements.

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

ACTION TAKEN:

Chairman Jamison made a motion to recommend that Council approve the Special Exception with the following changes: allow the bulkhead to be replaced, and allow a stick built boat house with a lift. Do not allow the slab or the cover for the RV. The Hardship is that the bulkhead needs to be replaced for deterioration reasons.

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

AYES: **Kay C. Jamison**
 Josh Ward
 DeAnna McManus
 Maurice Hudson
 Chris Hoover
 William Davis

ABSENT: **Ricky Decoteau**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

August 1, 2024

GPC #24-29-SE

Kenneth Simmons & Kenli Simmons Fall

3204 Willis Drive

VII. NEW BUSINESS

3. Consider a request for a Special Exception that would allow an accessory structure on a lot without a primary structure in a MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District. 3204 Willis Drive, (GPC #24-29-SE)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: July 23, 2024

Subject: Consider a request for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District, 3204 Willis Street. (GPC #24-29-SE)

REQUEST:

The Planning Department has received a request from Kenneth Simmons & Kenli Simmons Fall for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3204 Willis Street, PID #87420025.000 (GPC #24-29-SE). The application fee of \$250 was paid on July 12, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-MW Mixed Use Recreation Commercial – Mary Walker.

1. Location: 3204 Willis Street, PID #87420025.000 (See Exhibit A)
2. General features of the proposed project:
Lot Size: 0.37 acres
3. Potable Water and Wastewater Services: Available at current location
4. Current Zoning (See Exhibit B): MURC-MW Mixed Use Recreation Commercial – Mary Walker
5. Current Surrounding Zoning (See Exhibit B): MURC-MW Mixed Use Recreation Commercial
6. Current Surrounding Existing Land Use (See Exhibit C): Residential, Vacant, Fish Camps, Marina, Mobile Home Park

7. Comprehensive Plan Future Land Use Designation (See Exhibit D):
Recreational Commercial.

DISCUSSION:

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

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

Applicant Response: *There are other boathouses and sheds in the area that are on lots without a house or mobile home.*

Staff Finding: *There are other accessory structures on lots in the area that do not have a primary structure.*

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

Applicant Response: *It will not be injurious to the neighborhood because there are other boathouses and sheds in the area.*

Staff Finding: *A boathouse and boat lift are in keeping with the purpose and intent of the MURC-MW as defined in the UDO. Staff's opinion is that approval of the request will not negatively affect the neighborhood.*

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

Applicant Response: *In July 2018 I was approved to place an RV on the lot. The RV would not always be on site. I would like to build a boathouse for my boat and a shed to store things in.*

Staff Finding: *Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary

to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.

2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).
3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
 - A. The property changes ownership
 - B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
 - C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

SPECIAL EXCEPTION HEARING APPLICATION

Public Hearing Number

24-29-5E

TYPE OF REQUEST:

Special Exception

FEE:

\$251.00

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

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

Name of Applicant: Kenneth Simmons & Kenli Simmons Fall

Name of Business: NA

Address: 3204 Willis Street, PID # 87420025.000

Mailing Address (if different): 304 CR17, Stringer, MS 39481

Email Address: Kssimmons2008@hotmail.com

Phone: 601-577-0108 Cell Phone: _____

Reason for request, location and intended use of Property: place accessory structure on lot without primary structure

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: See file

FOR OFFICE USE ONLY

Date Received 7/12/24 Verify as Complete BE/Scott

Fee Amount Received 251.00

Initials of Employee Received Bals

I, Kenneth Simmons + Kenli Simmons Fall the fee simple owner(s) of the following described property:

Address:	<u>3204 Willis Street</u>
Parcel ID No.:	<u>87420025.000 / 87420024.000</u>

hereby petition to the City of Gautier to ^{Special Exception} ~~Grant a Conditional Use~~ Major or Minor of a Camper Shed w/Slab, Boat Shed w/Lift, Bulkhead (state proposed use from Article V of the Unified Development Ordinance) at the above reference property and affirm that Ourselves (name of agent) is hereby designated to act as agent on my behalf to accomplish the above.

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

Kenneth S. Simmons
(Owner's Signature)

Kenli Simmons Fall
(Owner's Signature)

Notary Information:

The foregoing instrument was acknowledged before me this 11th day of July, 2024 by Teresa Terry, who is personally known to me or has produced Known to me as identification and who did take an oath.

Teresa Terry
(Printed Name of Notary Public)

Teresa Terry
(Signature of Notary Public)



Commission # 90017. My commission expires June 24, 2028.

SPECIAL EXCEPTION

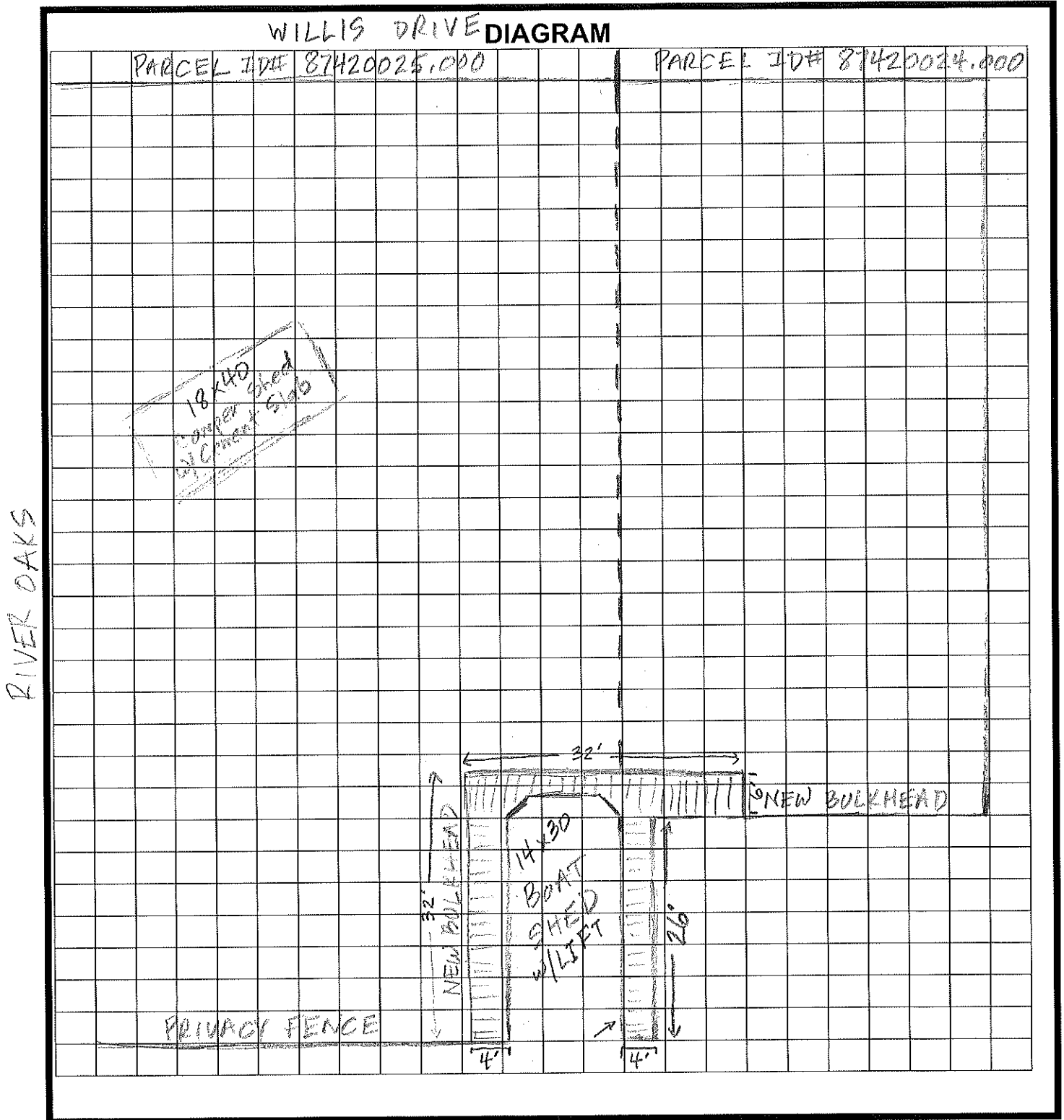
Criteria for Approval Special Exception

- A. Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant? *there are other boat houses and sheds in the area that are on lots without a house or mobile home*
- B. Explain how the requested Special Exception will be in harmony with the purpose and intent of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare? *It will not be injurious to the neighborhood because there are other boat houses and sheds in the area*
- C. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant?

In July 2018 I was approved to place an RV on the lot. The RV would not always be on site. I would like to build a boathouse for my boat and a shed to store things in.

Special Exception

CONDITIONAL USE DIAGRAM – Provide a diagram of the project site. In cases where certain requirements such as parking are triggered by aspects of the interior of the building, the interior building layout will need to be provided also. Include location and dimensions of property lines, buildings, parking spaces, outdoor storage areas, outdoor seating areas, signage, landscape areas, driveways, loading/unloading areas, limits of paving, exterior elevations (if changes are proposed), entrance/exit locations. Include the whole site. Use the space below or provide separate drawings. Staff will provide guidance as needed on additional information needed on the diagram.



Special Exception

~~CONDITIONAL USE~~ **NARRATIVE** – Describe the proposed project in detail. Include all types of business activities that will be conducted on-site, any out-door storage or seating proposed, anticipated traffic, access for pick-up/delivery vehicles, proposed improvements, etc. Use the space below or provide a separate type written sheet of paper and attach. Staff will provide guidance as needed on additional information needed in the narrative.

NARRATIVE

Replace rotted and collapsing bulkhead + boardwalks
Construct 14x30 Boat Shed w/Lift
Construct 18x40 Camper Shed on a concrete slab
Construct a privacy fence on the East end of Lot 27
that adjoins Ellen Lee's property

12

OFFICIAL RECORDS JACKSON COUNTY
Josh Eldridge
CHANCERY CLERK
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#201709573 BK: 1854 PG: 729-740
06/22/2017 03:35:35 PM 12 PGS
CSHOWS, DC Rpt#10838



201709573 12 PGS

Prepared by:
William R. Ruffin
Attorney at Law
Post Office Box 565
Bay Springs, MS 39422
(601) 764-4555
MS State Bar #5724

Return to:
William R. Ruffin
Attorney at Law
Post Office Box 565
Bay Springs, MS 39422

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we,

JAMES T. LACY
and wife, **HILDA R. LACY**
309 4th Avenue
Hattiesburg, Mississippi 39401
(601) 582-8916

do hereby convey and warrant unto

KENNETH S. SIMMONS
and **KENLI JAMESON SIMMONS**
304 County Road 17
Stringer, Mississippi 39481
(601) 577-0108

as joint tenants with right of survivorship, the following described real property situated and located Jackson County, Mississippi, more particularly and certainly described as follows:

Lots 25, 26 and 27 of Willis Heights #2 Subdivision located in Gautier, Jackson County, Mississippi, as per plat recorded in Plat Book No. 2 at Page 53 in the office of the Chancery Clerk of Jackson County, Mississippi

Indexing Instructions: Lots 25, 26, 27, Willis Heights #2 Subdivision

The hereinabove described lands are not a part of the homestead of the Grantors herein.

Taxes for the year 2017 shall be prorated according to ownership of the herein described property.

WITNESS THE SIGNATURES of the Grantors on this the 16th day of June, 2017 .

James T. Lacy
JAMES T. LACY

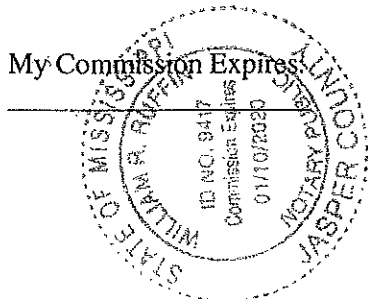
Hilda R. Lacy
HILDA R. LACY

BY: *James T. Lacy*
JAMES T. LACY, her Agent and Attorney in Fact

STATE OF MISSISSIPPI
COUNTY OF JASPER

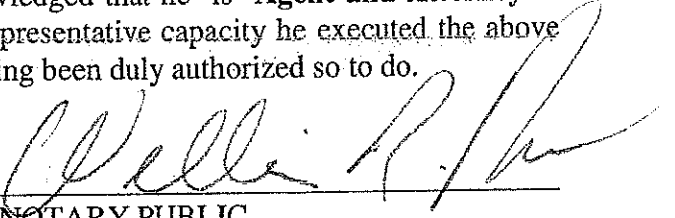
PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 16th day of June, 2017, within my jurisdiction, the within named **James T. Lacy**, who acknowledged that he executed the above and foregoing Warranty Deed.

William R. Ruffin
NOTARY PUBLIC

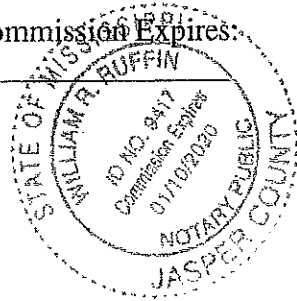


STATE OF MISSISSIPPI
COUNTY OF JASPER

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 16th day of June, 2017, within my jurisdiction, the within named **James T. Lacy**, who acknowledged that he is **Agent and Attorney in Fact for Hilda R. Lacy**, and that in said representative capacity he executed the above and foregoing Warranty Deed, after first having been duly authorized so to do.


NOTARY PUBLIC

My Commission Expires:



Prepared by:
William R. Ruffin
Attorney at Law
Post Office Box 565
Bay Springs, MS 39422
(601) 764-4555
MS State Bar #5724

Return to:
William R. Ruffin
Attorney at Law
Post Office Box 565
Bay Springs, MS 39422

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we,

Kathleen Louise Roberti McDaniel
Trustee of the Paul D. Roberti Trust
Kathleen Louise Roberti, Individually
493 Highland Drive
Madison, Alabama 35758
(256) 770-0059

and Carolyn Ann Roberti Belton
Alternate Trustee of the
Paul D. Roberti Trust
Carolyn Ann Roberti Belton,
Individually
1417 Dorothy Street
Ocean Springs, MS 39564
(228) 990-3595

do hereby convey and warrant unto

KENNETH S. SIMMONS
and KENLI JAMESON SIMMONS
304 County Road 17
Stringer, Mississippi 39481
(601) 577-0108

as joint tenants with right of survivorship, the following described real property situated and located Jackson County, Mississippi, more particularly and certainly described as follows:

Lot 24, Willis Heights Number 2 Subdivision as shown by map or plat thereof in Plat Book Number 2, at Page 53, of the records of the Chancery Clerk of Jackson County, Mississippi, and being a subdivision of Block B of River Oaks, being Claim Section 8, Township 7 South, Range 6 West, Jackson County, Mississippi.

Indexing Instructions: Lot 24, Willis Heights Number 2 Subdivision

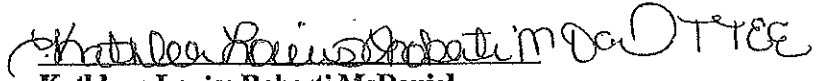
The hereinabove described lands are not a part of the homestead of the Grantors herein.

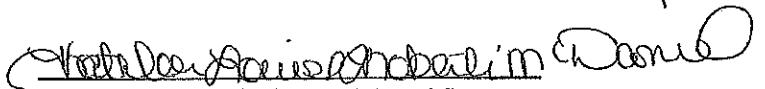
Grantors herein confirm that they are the sole and only Heirs at Law of Paul D. Roberti and that they, as trustee and alternate trustee of the Paul D. Roberti Trust, have authority according to the terms of the Trust Agreement to convey the above described lands to Grantees.

This conveyance is subject to those certain Declaration of Covenants running with the land Hurricane Katrina – Phase II, recorded in the office of the Chancery Clerk of Jackson County, Mississippi in Book 1533 at Page 461, and in Book 1520 at Page 421. Copies attached hereto.

Taxes for the year 2017 shall be prorated according to ownership of the herein described property.

WITNESS THE SIGNATURES of the Grantors on this the 20th day of July, 2017.


Kathleen Louise Roberti McDaniel
Trustee of the Paul D. Roberti Trust


Kathleen Louise Roberti McDaniel
Individually


Carolyn Ann Roberti Belton
Alternate Trustee of the
Paul D. Roberti Trust


Carolyn Ann Roberti Belton
Individually

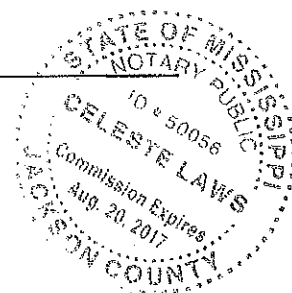
STATE OF Mississippi
COUNTY OF Jackson

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 20th day of July, 2017, within my jurisdiction, the within named **Carolyn Ann Roberti Belton**, who acknowledged that she is **Alternate Trustee of the Paul D. Roberti Trust**, and that in said representative capacity he executed the above and foregoing Warranty Deed, after first having been duly authorized so to do.

Celeste Laws
NOTARY PUBLIC

My Commission Expires:

08/20/17



STATE OF Mississippi
COUNTY OF Jackson

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 20th day of July, 2017, within my jurisdiction, the within named **Carolyn Ann Roberti Belton**, who acknowledged that she executed the above and foregoing Warranty Deed.

Celeste Laws
NOTARY PUBLIC

My Commission Expires:

08/20/17

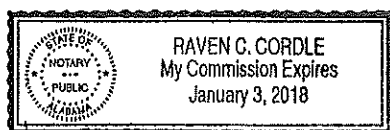


STATE OF Alabama
COUNTY OF Madison

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 19th day of July, 2017, within my jurisdiction, the within named **Kathleen Louise Roberti McDaniel** who acknowledged that she is **Trustee of the Paul D. Roberti Trust**, and that in said representative capacity he executed the above and foregoing Warranty Deed, after first having been duly authorized so to do.

R.C. Cordle
NOTARY PUBLIC

My Commission Expires:



STATE OF
COUNTY OF

ALABAMA
MADISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 19th day of July 2017, within my jurisdiction, the within named **Kathleen Louise Roberti McDaniel**, who acknowledged that she executed the above and foregoing Warranty Deed.

R.C. Cordle
NOTARY PUBLIC

My Commission Expires:



5

Covenant Agreement

Page 1 of 5



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OFFICIAL RECORDS JACKSON COUNTY
Terry Miller
CHANCERY CLERK
RECORDING FEE: \$15.00
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DGRAY, DC Rpt#021883

The space above is reserved for Recordation

Return Document to:
Reznick Mississippi LLC
Post Office Box 68
Clinton, MS 39060-066

Prepared by:
John H. Rice, Esq.
Balch & Bingham, LLP
Post Office Box 130
1310 Twenty Fifth Avenue
Gulfport, MS 39502-0130
Phone: 228/864-9900

Grantor(s):
PAUL D ROBERTI TRUSTEE
3216 WILLIS ST
GAUTIER, MS 39553
(256) 682-5627

Grantee:
Mississippi Development Authority
Post Office Box 849
Jackson, MS 39205

Indexing Instructions 2 (As Identified by Title): Lots Nos. 21 - 24 Willis Heights #2, Jackson, County, Mississippi.

DECLARATION OF
COVENANTS RUNNING WITH THE LAND
HURRICANE KATRINA-PHASE II

THIS DECLARATION OF COVENANTS RUNNING WITH THE LAND ("Covenants") is made by the undersigned homeowner(s) ("Owner") effective as of the date set forth herein below.

RECITALS

The Owner is the fee simple owner of the property described on Exhibit "A" ("Property") attached hereto. The structure located on the Property was damaged or destroyed by Hurricane Katrina on August 29, 2005. The Owner has been awarded a grant from the United States of America under the HUD Community Development Block Grant ("CDBG") Program, which Program is being administered by the Mississippi Development Authority ("MDA").

Page 1 of 5



06H0031060, PAUL D ROBERTI TRUSTEE

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AGREEMENTS

NOW, THEREFORE, for and in consideration of the grant proceeds, the receipt of which is duly acknowledged, as a condition of Owner receiving such grant proceeds, and in order to mitigate future damage from hurricanes and similar natural disasters, Owner hereby makes the following covenants and agreements, which covenants and agreements shall constitute perpetual covenants and restrictions running with and encumbering the Property.

1. **Covenant as to Flood Elevation:** If a structure on the Property was destroyed by Hurricane Katrina or if there is hereafter a tearing down or destruction of a structure located on the Property, any rebuilding of a new structure shall conform to the latest (most recent) elevation requirement(s) issued by FEMA, or its successors, pursuant to the National Flood Insurance Program, or a successor program, whether advisory, preliminary or final. This elevation requirement applies only to the principal residential or commercial structure located on the Property, and not accessory structures, including, but not limited to, parking garages, carports, parking lots, sheds and storage buildings.

2. **Covenant as to Insurance:** Any structure on any part of the Property shall, at all times, be insured under a policy of flood insurance in the amount of the lesser of (i) One Hundred Per Cent (100%) of the full insurable value of the structure as determined by the applicable property insurer; or (ii) the maximum amount available for the property under the National Flood Insurance Program, or a successor program, required for residential or commercial properties, depending on the usage or zoning of the property. Such structure also shall, at all times, be insured under a policy of casualty insurance in an amount not less than the full insurable value of the structure as determined by the property insurer. This flood insurance and casualty insurance requirement applies only to the principal residential or commercial structure located on the Property, and not accessory structures, including but not limited to, parking garages, carports, parking lots, sheds and storage buildings.

3. **Covenant as to Building Codes:** If a structure located on the Property has been replaced or repaired as of the date of execution of these Covenants, the structure shall conform to the minimal building codes in the jurisdiction in which the Property is located in effect at the time the replacement or repair was commenced. Any repairs commenced on or after the date of execution of these Covenants and any structure hereafter placed on the Property shall conform to the minimal standards set by the 2003 International Residential or Commercial Building Code.

4. **Covenant as to Manufactured Housing:** If housing hereafter placed on the Property shall be manufactured housing, such housing shall comply with the Federal Manufactured Housing Code required by HUD at the time of placement on the Property and shall conform to the latest (most recent) elevation requirement(s) issued by FEMA, or its successors, pursuant to the National Flood Insurance Program, or a successor program, whether advisory, preliminary or final.

5. **Covenants Running With The Property:** These Covenants shall constitute covenants running with the Property and shall be binding upon the Owner and the Owner's successors and assigns.

6. **Enforcement of Covenants:** These Covenants shall be enforceable, at law or in equity, by the county or municipality where the Property is located, the State of Mississippi, or the United States of America, and Owner(s) hereby agree(s) that injunctive relief shall be available to enforce these Covenants. The priority of any first mortgage lien encumbering the Property shall not be affected by any judgment or other lien obtained for a violation of these Covenants.

7. **Release:** On the request of the then owner of the Property, and joined by any first lien holder, these Covenants may be released, in whole or in part, by the Mississippi Development Authority, its successor, or such other authority designated by the Governor of the State of Mississippi, if, in its judgment, the Covenant to be released no longer serves its intended purpose or if it is otherwise in the best interests of the public to do so.

8. **Definitions:** The terms "repair," "repaired," "rebuild," and "rebuild" as used in these Covenants shall be determined and interpreted by the local building officials of the governmental authority having jurisdiction over the Property. A duly issued certificate of occupancy, or its equivalent, issued by the governmental authority having jurisdiction over the Property shall be prima facie evidence that these Covenants have been complied with as of the date of the issuance thereof.



Covenant Agreement

Page 3 of 5

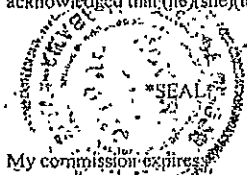
These Covenants shall be recorded in the land deed records of the Office of the Chancery Clerk of the County, and, if applicable, Judicial District, in which the Property is located.

This the 11th day of December, 2007

HOMEOWNER: PAUL D ROBERTI TRUSTEE	
Print Name: <u>Paul D. Roberti Trustee</u>	CO-HOMEOWNER 1:
Signature: <u>Paul D Roberti</u>	Print Name:
	Signature:
CO-HOMEOWNER 2:	CO-HOMEOWNER 3:
Print Name:	Print Name:
Signature:	Signature:
CO-HOMEOWNER 4:	CO-HOMEOWNER 5:
Print Name:	Print Name:
Signature:	Signature:
CO-HOMEOWNER 6:	CO-HOMEOWNER 7:
Print Name:	Print Name:
Signature:	Signature:
CO-HOMEOWNER 8:	CO-HOMEOWNER 9:
Print Name:	Print Name:
Signature:	Signature:

STATE OF MISSISSIPPI
COUNTY OF AMANDA GIBSON
Notary Public, AL State at Large
My Comm. Expires Nov. 22, 2009

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of December, 2007 within my jurisdiction, the within named, Paul D Roberti who acknowledged that (he)(she)(they) executed the above and forgoing instrument.



Amanda Gibson
NOTARY PUBLIC

AMANDA GIBSON
Notary Public, AL State at Large
My Comm. Expires Nov. 22, 2009

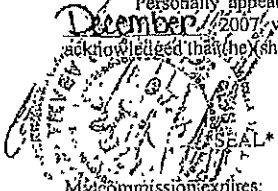
Page 3 of 5



STATE OF MISSISSIPPI
COUNTY OF _____

AMANDA GIBSON
Notary Public, AL State at Large
My Comm. Expires Nov. 22, 2009

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of December, 2007, within my jurisdiction, the within named, Paul D Roberti who acknowledged that (he)(she)(they) executed the above and forgoing instrument.



Amanda Gibson
NOTARY PUBLIC

My commission expires:
AMANDA GIBSON
Notary Public, AL State at Large
My Comm. Expires Nov. 22, 2009



Exhibit "A"

Residence Address: 3216 WILLIS ST GAUTIER, MS 39553

Tax Parcel Number: 87420022

County of Residence: JACKSON

Legal Description: Lots Nos. 21, 22, 23, and 24 of Willis Heights #2, as per Plat thereof now of record in Book #2, Page #53, Records of Official Plats of Jackson County, Mississippi, on file in the Office of the Chancery Clerk of said Jackson County, Mississippi.

Indexing Instructions: Lots Nos. 21 - 24 Willis Heights #2, Jackson, County, Mississippi.



25



Direct Metal Structures

541 W Pine Street, Suite 3
Mount Airy, Surry, North Carolina 27030

sales@directmetalstructures.com

(888) 277-7950

directmetalstructures.com

Sales: Tyler Hawks

541 W Pine Street, Suite 3
Mount Airy, Surry, North Carolina 27030

tyler.h@directmetalstructures.com

Building Quote
QTE-015022

Date
06/07/2024

Total
\$5,355.35

CUSTOMER DETAILS

Kenny Simmons

Billing Address

Gautier, Jackson, Mississippi 39553

Shipping Address

Gautier, Jackson, Mississippi 39553

kssimmons2008@hotmail.com

(601) 577-0108

Standard Carports - 18 x 40 x 12

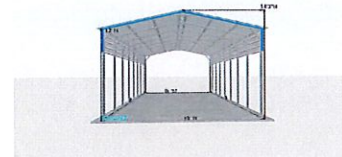
☒ Roof Color: King Blue

☒ Trim Color: King Blue

☐ Sides/Ends Color: Galvalume

☐ Door Color: NA

☐ Wainscot Color: NA



Ready for Installation? _____ Jobsite Level? _____ Permit Required? Yes _____ Inside City Limit? _____ Electricity Available? _____ Installation Surface? Concrete

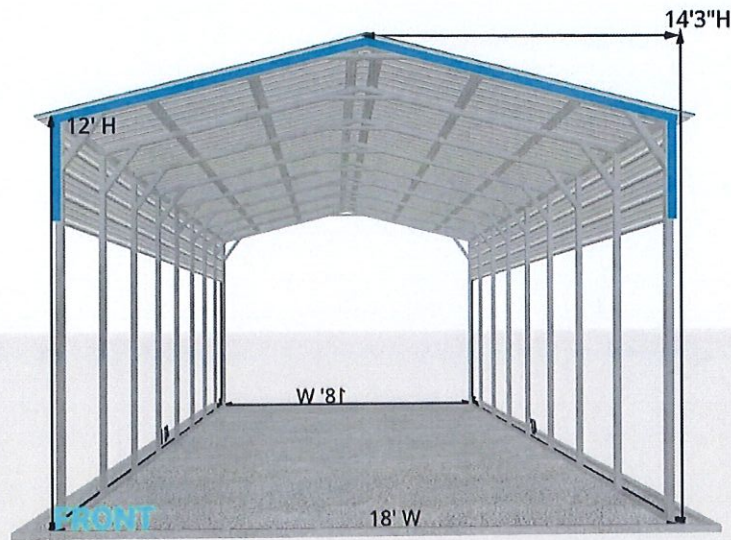
Building Dimension	Roof Style	Gauge	Wind/Snow Rating	Distance on Center
18'W x 40'L x 12'H	Vertical	14 Gauge	150 MPH + 35 PSF Certified	5 Feet

18X40' (Roof 41') Vertical Roof	1
12' Height	1
Gauge : 14	1
150 MPH + 35 PSF Certified	1
3/12' Roof Pitch	1
Left 1 Panel Horizontal	1
Right 1 Panel Horizontal	1
Permit Required : Yes	

NOTES

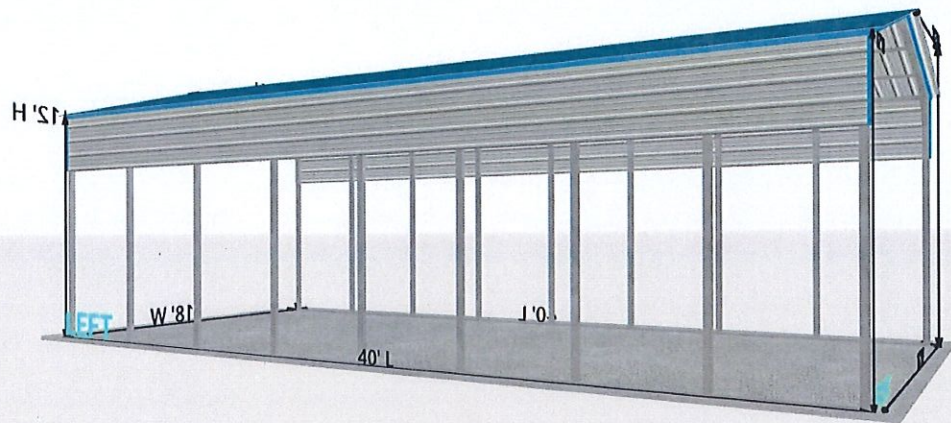
Building Amount:	\$5,005.00
Manufacturer Discount:	\$0.00
Sub Total:	\$5,005.00
State Tax (7%)	\$350.35
Additional Charges	\$0.00
Grand Total	\$5,355.35
Pay Now	
Downpayment	\$850.85
Balance Due	\$4,504.50

BUILDING VIEW



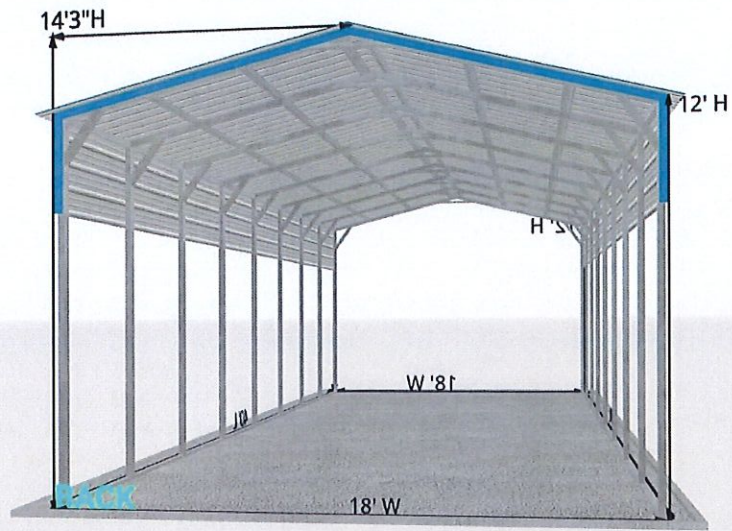
FRONT

BUILDING VIEW



LEFT

BUILDING VIEW

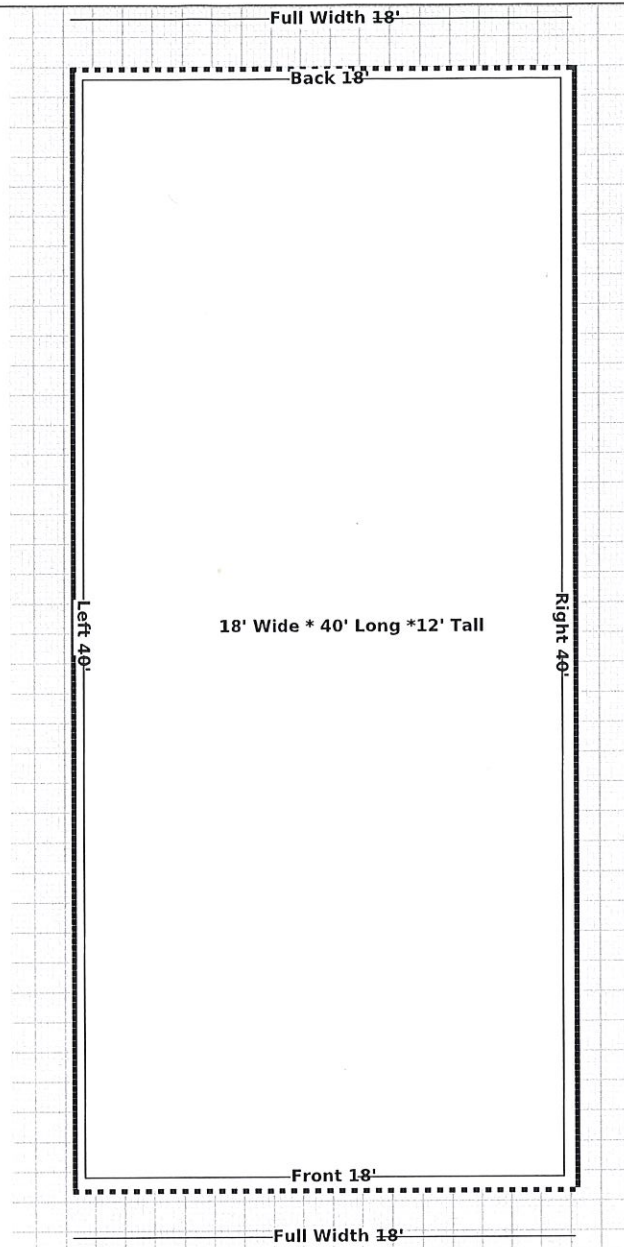


BACK

BUILDING VIEW

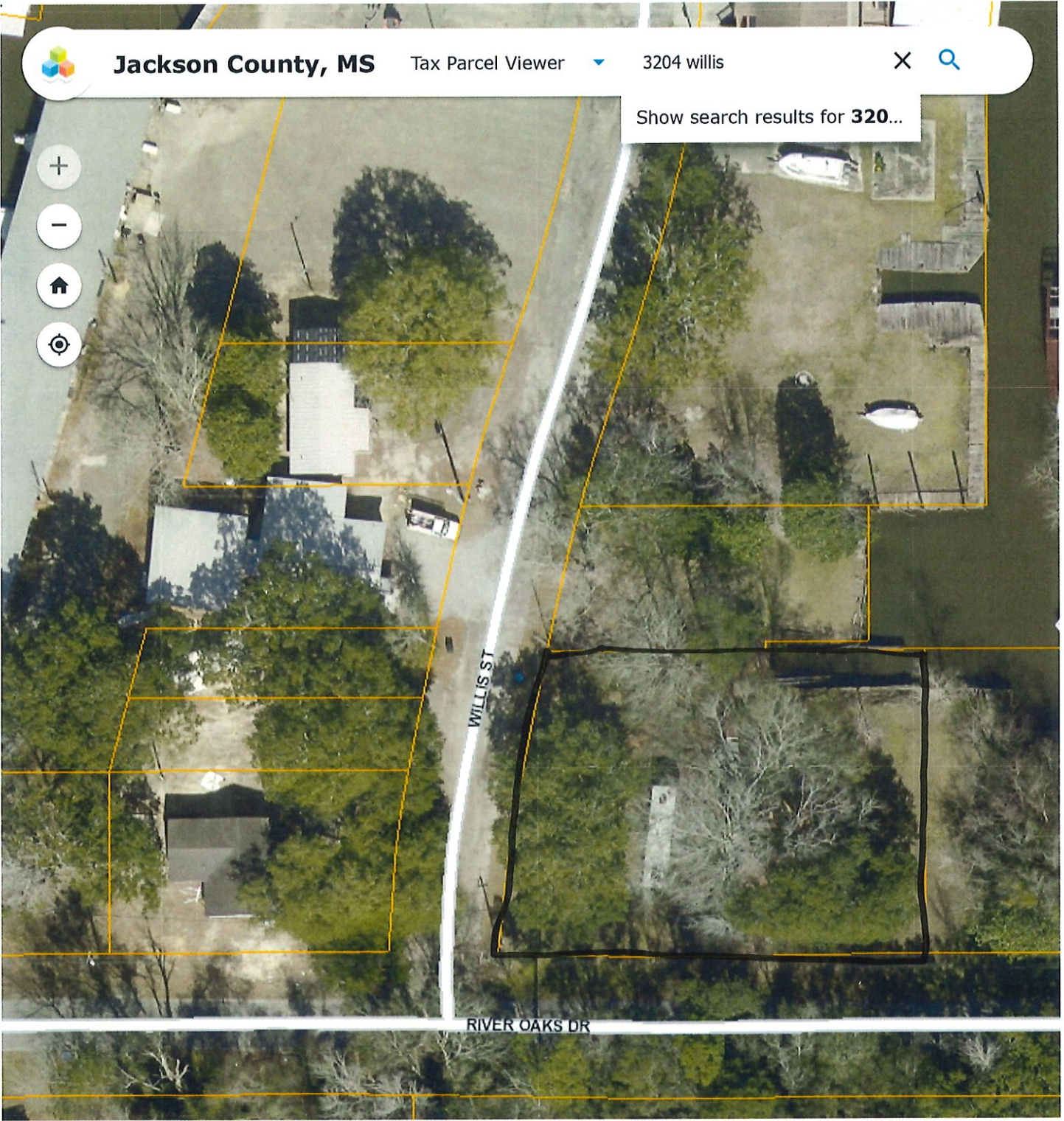


RIGHT



LEGENDS

- | | | | | | | |
|--|--|--|--|---|--|--|
| C1 Garage Door | C2 Garage Door Frameout | C3 Walk in Door | C4 Walk in Door Frameout | C5 Windows | C6 Windows Frameout | C7 Open Wall |
| C8 Close Wall | C9 Distance | C10 Storage Length (Utility) | C Cupola | | | |



1,052,943.704 323,066.268 Feet

60ft



87420025.000 SIMMONS KENNETH S &

PIDN: 87420025.000

GISP: 769.32-04-0087.00M

Owner Information

Percent of Ownership: 100

Name: SIMMONS KENNETH S &

Name 2: KENLI JAMESON

Mailing Address: 304 COUNTY RD 17

STRINGER MS

39481

Site Address: WILLIS DR GAUTIER

Land Information

Section: 32

Acreage: 0

Township: 7

Range: 6

Street Name WILLIS
DR

Value and Tax Information

Total Assessed Value: 10058

Total Appraised Value: 67050

Improvement Value: 2170

Land Value: 64880

Tax Amount: 1446

SQ FT: 0

Year Built: 0

Legal Description

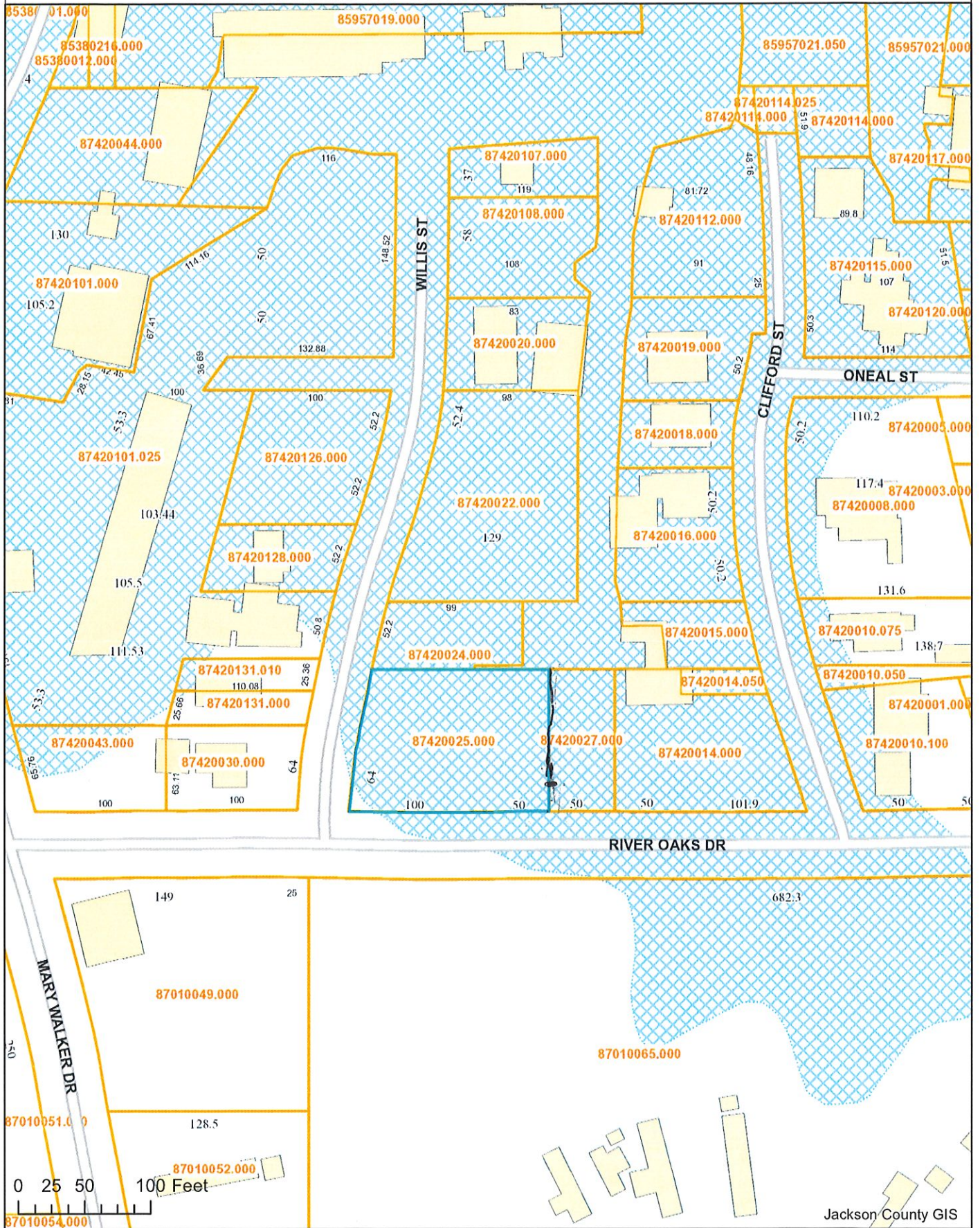
Description: LOTS 25 26 & 27 OF WILLIS HGTS S

/D #2 DB 1854-729 (87M MAP769.32

-04)

Deed Book / Page: 1854 / 729

87420025.000 SIMMONS KENNETH S &



Jackson County GIS

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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



Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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



Exhibit D Future Land-Use

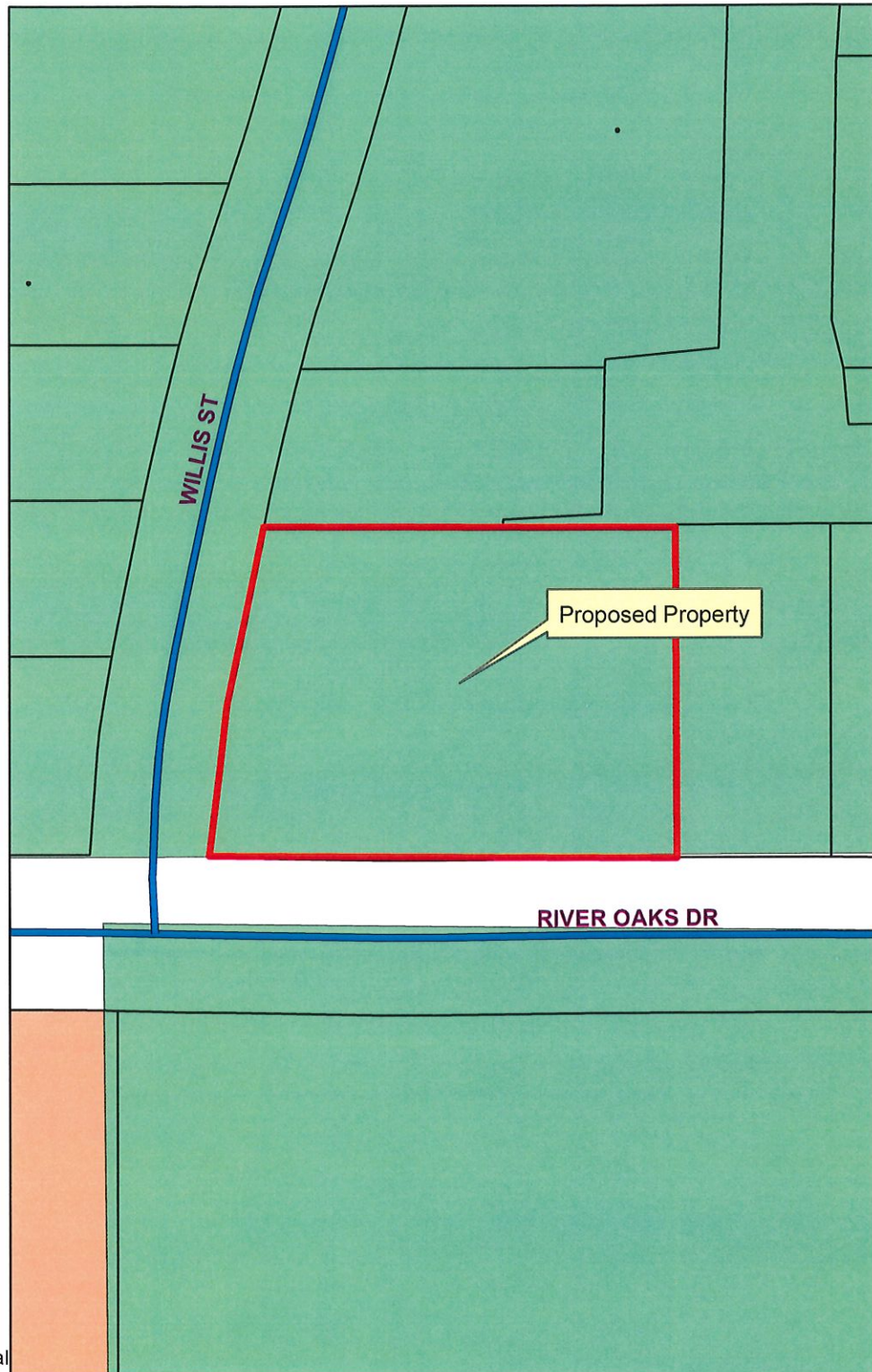
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet

Council Meeting:
Title:

August 20, 2024
Consideration of a Conditional Use-Major Permit
that would allow a church in the C-2 Community
Commercial Zoning District, located at 7417
Martin Bluff Road, (GPC #24-30-CU)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Conditional Use-Major Permit that would allow a church in the C-2 Community Commercial Zoning District, located at 7417 Martin Bluff Road, (GPC #24-30-CU) (PID #85432014.000)

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

**CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 24-30-CU
7417 MARTIN BLUFF ROAD – C-2 COMMUNITY COMMERCIAL ZONING DISTRICT
REGARDING PARCEL ID NO: #85432014.000**

WHEREAS, an application for a Conditional Use-Major Permit to allow a church in the C-2 Community Commercial Zoning District was submitted by BLEEV Ministries, Inc.; and

WHEREAS, the parcel subject to this Permit is located at 7417 Martin Bluff Road in Gautier, Mississippi; and

WHEREAS, after due public notice, Planning Commission, at its August 1, 2024 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommends approval of the Conditional Use-Major Permit; and

WHEREAS, the City Council has considered testimony and exhibits presented by the applicant, the report of the City Staff, and all relevant evidence, in addition to the recommendation of approval from the Planning Commission; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major Permit (is or is not) consistent with the goals, objectives and policies of the City's Comprehensive Plan; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major (is or is not) consistent with the character of the immediate vicinity of the proposed use; and

WHEREAS, the City Council hereby finds that all relevant criteria in the Unified Development Ordinance (have or have not) been met to (approve or deny) a Conditional Use-Major Permit; and

WHEREAS, the City Council hereby finds that the proposed use, classified as a church, is permitted as a Conditional Use-Major in a C-2 Community Commercial Zoning District.

IT IS THEREFORE ORDERED that the City Council accepts the recommendation of the Planning Commission and (approves or denies) the above Conditional Use-Major Permit for a church in a C-2 Community Commercial Zoning District.

IT IS FURTHER ORDERED that the City Clerk shall have this permit recorded in the public records of Jackson County, at the expense of the applicant, and provide the applicant a copy of the permit with the recording information affixed.

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 August 20, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 08/14/2024
Subject: Consider a request for a Conditional Use-Major that would allow a church in a C-2 Community Commercial Zoning District. 7417 Martin Bluff Road (GPC #24-30-CU)

REQUEST:

The Planning Department has received a request from 2BLEEV Ministries, Inc. for a Conditional Use-Major that would allow a church in a C-2 Community Commercial Zoning District at 7417 Martin Bluff Road, PID #85432014.000. (GPC #24-30-CU). The application fee of \$250 was paid on July 12, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial and R-1 Low Density Single-Family Residential. The structure, that was previously a church, is located within the portion of the lot zoned C-2.
Location: 7417 Martin Bluff Road, PID #85432014.000 (See Exhibit A)
General features of the proposed project: Total Area of Lot: Approximately 4.65 Acres
Existing structure that was previously a church is located on property
Existing Zoning – C-2 Community Commercial (See Exhibit B)
Existing Land Use – Vacant Church Building (See Exhibit C)
Comprehensive Plan Future Land Use Designation – Civic (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

Is the proposed use listed in the list of possible Conditional Uses in the Zoning District?

Applicant Response: Yes.

Staff Finding: Yes. Church or Place of Worship is listed as a Conditional Use-Major in a C-2 Community Commercial District.

Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk, and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering, or other plans.

Applicant Response: Building was previously a church. We will also use it as a church.

Staff Finding: The church was existing before the annexation. Until recently, it was a legal nonconforming use.

Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: Our church will be a positive light within the city and community.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values or cause a detriment to the surrounding properties.

Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: No, not in any way.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Applicant Response: Yes, the current location has ample parking.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant Response: Yes, the property is currently zoned for a church.

Staff Finding: The Comprehensive Plan calls out "Civic" for future land use of this property.

Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

Applicant Response: No, the church services will not pose a hazard or noise violation.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental, or disturbing effect to present surrounding uses.

Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Applicant Response: Yes, we will comply with all guidelines for religious services.

Staff Finding: The proposed use will conform to all current district regulations.

DETERMINATION OF APPLICABLE LAW:

The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION:

The Planning Commission recommends that City Council approve the Conditional Use as presented.

The City Council may:

Approve the Conditional Use-Major

Approve the Conditional Use-Major with changes; or

Deny the Conditional Use-Major.

ATTACHMENTS:

1. Excerpt GPC Meeting 8.1.24 (#24-30-CU)
2. Complete Packet 24-30-CU

Excerpt from August 1, 2024, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Conditional Use-Major that would allow a church in a C-2 Community Commercial Zoning District at 7417 Martin Bluff Road (GPC #24-30-CU)

Scott Ankerson, Planning Director, gave a brief overview of the case. There was a church at this location decades before the area was annexed. When it became vacant for over 180 days, per our Ordinance, it lost its legal non-conforming status. A church in any district in the City of Gautier requires a Conditional Use.

REQUEST:

The Planning Department has received a request from 2BLEEV Ministries, Inc. for a Conditional Use-Major that would allow a church in a C-2 Community Commercial Zoning District at 7417 Martin Bluff Road, PID #85432014.000. (GPC #24-30-CU). The application fee of \$250 was paid on July 12, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial and R-1 Low Density Single-Family Residential. The structure, that was previously a church, is located within the portion of the lot zoned C-2.

1. Location: 7417 Martin Bluff Road, PID #85432014.000 (See Exhibit A)
2. General features of the proposed project:
Total Area of Lot: Approximately 4.65 Acres
Existing structure that was previously a church is located on property
3. Existing Zoning – C-2 Community Commercial (See Exhibit B)
4. Existing Land Use – Vacant Church Building (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Civic (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the Zoning District?

Applicant Response: Yes.

Staff Finding: Yes. Church or Place of Worship is listed as a Conditional Use-Major in a C-2 Community Commercial District.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk, and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering, or other plans.

Applicant Response: Building was previously a church. We will also use it as a church.

Staff Finding: The church was existing before the annexation. Until recently, it was a legal nonconforming use.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: Our church will be a positive light within the city and community.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values or cause a detriment to the surrounding properties.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: No, not in any way.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Applicant Response: Yes, the current location has ample parking.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant Response: Yes, the property is currently zoned for a church.

Staff Finding: The Comprehensive Plan calls out “Civic” for future land use of this property.

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

Applicant Response: No, the church services will not pose a hazard or noise violation.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental, or disturbing effect to present surrounding uses.

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Applicant Response: Yes, we will comply with all guidelines for religious services.

Staff Finding: The proposed use will conform to all current district regulations.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated “Conditional Uses-Major” are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major
2. Recommend that City Council approve the Conditional Use-Major with changes;
or
3. Recommend that City Council deny the Conditional Use-Major.

Chairman Jamison asked the applicant to present the case.

Lee Capehart, representative for the applicant, said they wanted to start a church in the existing building.

Commissioner Ward asked if they would be moving from Pensacola where Mr. Capehart said they lived.

Mr. Capehart said they would not be moving, that this would be like a satellite campus. He said they wanted to bring life to the community.

Walter Malone, 1313 Hickory Hill Drive, said that he was speaking in opposition. He was hoping the city would go out and get a grant to build a community center there. The community has zero recreation in the area. There are no facilities for kids to go to and that site is an excellent opportunity for the city to do something to make that happen. He said he was not against the church although he wished the applicant was local. He doesn't see where the church is going to benefit the community.

Commissioner Hudson said the church offers the things he just mentioned.

Mr. Malone said the church doesn't offer that type of recreation because that is not a church's position. He said the children have nothing, no pool, or anything.

Commissioner Hudson said there were churches, schools, ball parks, libraries. There are plenty of things to do.

Mr. Malone said these things were not in the community where he lives. All the recreation in the city is so far south the kids in his community can't get there unless their parents drive them there.

Commissioner Ward said he would rather it be a church there than a vacant building. He felt a vacant building would be more opportunity for something negative to happen.

Ellen Malone, 1313 Hickory Hill Drive, said it was a church and it can stay a church. Her issue is what are you going to do at the church and if you are going to have things that are going to bring the community in. The children in the area do need some things to do.

Chairman Jamison said that outreach in the community is what churches do and if outreach is needed, this sounds like a great location. The previous church was thriving in the 80's and 90's. If he opens a church, she feels that he will be doing things to try to get people to come to his church through community outreach programs.

Commissioner Davis said he looked at their website and the special programs they were doing in Pensacola. He asked Mr. Capehart if he would tell the Commission about some of those programs they would be bringing to Gautier.

Mr. Capehart said they have church conferences, seminars, healing centers dealing with suicide, child trafficking, etc. There are several things they are trying to bring to this area to reach different people.

Chairman Jamison asked if they planned on housing anyone at the church.

Mr. Capehart said no they would not be housing anyone at the church. They would hold seminars, conferences, and regular church services on Sunday, but no one would be housed in the church. In the future they might like to build a gymnasium and community playgrounds for young people. He said they had spoken with some of the people in the neighborhood and they seemed excited about the church coming to the community.

ACTION TAKEN:

Commissioner Hudson made a motion to recommend that City Council approve the Conditional Use as presented.

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

AYES: **Kay C. Jamison**
 Josh Ward
 DeAnna McManus
 Maurice Hudson
 Chris Hoover
 William Davis

ABSENT: **Ricky Decoteau**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

August 1, 2024

GPC #24-30-CU

2BLEEV Ministries, Inc.

7417 Martin Bluff Road

VII. NEW BUSINESS

4. Consider a request for a Conditional Use-Major that would allow a church in a C-2 Community Commercial Zoning District. 7417 Martin Bluff Road (GPC #24-30-CU)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: July 23, 2024

Subject: Consider a request for a Conditional Use-Major that would allow a church in a C-2 Community Commercial Zoning District. 7417 Martin Bluff Road. (GPC #24-30-CU)

REQUEST:

The Planning Department has received a request from 2BLEEV Ministries, Inc. for a Conditional Use-Major that would allow a church in a C-2 Community Commercial Zoning District at 7417 Martin Bluff Road, PID #85432014.000. (GPC #24-30-CU). The application fee of \$250 was paid on July 12, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial and R-1 Low Density Single-Family Residential. The structure, that was previously a church, is located within the portion of the lot zoned C-2.

1. Location: 7417 Martin Bluff Road, PID #85432014.000 (See Exhibit A)
2. General features of the proposed project:
Total Area of Lot: Approximately 4.65 Acres
Existing structure that was previously a church is located on property
3. Existing Zoning – C-2 Community Commercial (See Exhibit B)
4. Existing Land Use – Vacant Church Building (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Civic (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the Zoning District?

Applicant Response: Yes.

Staff Finding: Yes. Church or Place of Worship is listed as a Conditional Use-Major in a C-2 Community Commercial District.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk, and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering, or other plans.

Applicant Response: Building was previously a church. We will also use it as a church.

Staff Finding: The church was existing before the annexation. Until recently, it was a legal nonconforming use.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: Our church will be a positive light within the city and community.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values or cause a detriment to the surrounding properties.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: No, not in any way.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Applicant Response: Yes, the current location has ample parking.

Staff Finding: *The proposed use can be accommodated by existing public services and facilities.*

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant Response: *Yes, the property is currently zoned for a church.*

Staff Finding: *The Comprehensive Plan calls out "Civic" for future land use of this property.*

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

Applicant Response: *No, the church services will not pose a hazard or noise violation.*

Staff Finding: *There is no evidence that the proposed use poses a hazardous, detrimental, or disturbing effect to present surrounding uses.*

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Applicant Response: *Yes, we will comply with all guidelines for religious services.*

Staff Finding: *The proposed use will conform to all current district regulations.*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the

approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major
2. Recommend that City Council approve the Conditional Use-Major with changes;
or
3. Recommend that City Council deny the Conditional Use-Major.

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
CONDITIONAL USE APPLICATION

Public Hearing Number

24-30-CU

TO BE HEARD BY GAUTIER PLANNING COMMISSION AND CITY COUNCIL:

Conditional Use - Major _____

FEE:

\$251.00

TO BE HEARD BY PLANNING DIRECTOR:

Conditional Use - Minor _____

FEE:

\$251.00

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

Name of Applicant: DR. YVONNE CAPEHART
Name of Business: 2BLEEV MINISTRIES, INC. / HEALERNATION Phone: 850-602-8051
Property Address: 7417 MARTIN BLUFF RD Mailing Address (if Different): _____
E-Mail Address: HealERnation@aol.com

Proposed Use Requiring Conditional Use: Church in C-2 zone (Refer to Article V, UDO)

Proposed Location is: ☐ New Build ☒ Existing (with no modifications) ☐ Existing (with proposed modifications)

ATTACHMENTS REQUIRED AS APPLICABLE:

- ✓ 1. Answers to the Criteria for Approval (see attached).
✓ 2. Project Narrative (see attached).
NA 3. Diagram of intended use (see attached).
NA 4. Copy of protective covenants or deed restrictions, if any.
NA 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
✓ 6. Any other information requested by the Planning Director.
✓ 7. Owner's Consent form if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s): [Signature]

Date of Application: JULY 23, 2024

FOR OFFICE USE ONLY

Date Received 6-25-24 Verify as Complete BL
(7-26-24)
Fee Amount Received 251.00 Initials of Employee Receiving Application Belus

I, YVONNE CAPEHART, the fee simple owner(s) of the following described property:

Address: 7417 MARTIN BLUFF ROAD, GAUTIER MS

Parcel ID No.: 85432014.000

hereby petition to the City of Gautier to *Grant a Conditional Use Major or Minor of* 2BLEEV MINISTRIES, INC/HEALERNATION (state proposed use from Article V of the Unified Development Ordinance) at the above reference property and affirm that YVONNE CAPEHART (name of agent) is hereby designated to act as agent on my behalf to accomplish the above.

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

[Signature]
(Owner's Signature)

N/A
(Owner's Signature)

Notary Information:

The foregoing instrument was acknowledged before me this 26th day of JULY, 2026 by YVONNE CAPEHART, who is personally known to me or has produced FL DL as identification and who did take an oath.

KIM L. SISTRUNK
(Printed Name of Notary Public)

[Signature]
(Signature of Notary Public)

Commission # HH295377. My commission expires 31 JULY 2026.

(Notary's Seal)



I hereby certify that this is a true and correct copy of the original document.

Certified By N. Cameron
Month July Day 23rd Year 2004

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

Grantor:
JTS Capital Realty 3, LLC
a Texas Limited Liability Company
P.O. Box 21505
Waco, TX 76702
(254) 262-8213

Return To:
Pilger Title Co.
1406 Bienville Blvd.
Ocean Springs, MS 39564
(228) 215-0011

Grantee:
2Bleev Ministries, Inc.
a Florida Not for Profit Corporation
7417 Martin Bluff Road
Gautier, MS 39553
(850) 549-8141

File No. G249842N

INDEXING INSTRUCTIONS: Part of Lots 12 & 13, and all of Lots 14, 15, 16, & 17, Hastings S/D, Jackson County MS

STATE OF MISSISSIPPI
COUNTY OF JACKSON

WARRANTY DEED

FOR AND IN CONSIDERATION OF the price and sum of TEN AND NO/100 DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **JTS Capital Realty 3, LLC, a Texas Limited Liability Company** does hereby sell, convey and warrant unto **2Bleev Ministries, Inc., a Florida Not for Profit Corporation**, all of that certain tract, piece or parcel of land situated in Jackson County, Mississippi, together with all improvements, buildings, fixtures, and appurtenances thereunto belonging, and being more particularly described as follows, to-wit:

Legal Description attached hereto as Exhibit "A"

This being the same property as that conveyed to JTS Capital Realty 3, LLC, a Texas Limited Liability Company by instrument recorded in Deed Book 2147, Page 524 Land Deed Records of Jackson County, Mississippi.

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

Grantor(s) quitclaim any and all oil, gas, and other minerals owned, if any, to Grantee(s). No mineral search was requested or performed by preparer.

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

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

WITNESS MY SIGNATURE, on this the 26th day of July, 2024.



JTS Capital Realty 3, LLC
A Texas Limited Liability Company

Emily Nulph
By: Emily Nulph, Vice President

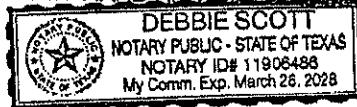
CORPORATE ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF Mclennan

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Emily Nulph, Vice President of JTS Capital 3, LLC a Texas Limited Liability Company, who acknowledged before me that she signed, executed and delivered the above and foregoing instrument on the day and year thereof, for the use and purposes therein mentioned, for and on behalf of the aforesaid company, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, on this the 23 day of July 2024.

(AFFIX SEAL)



Debbie Scott
NOTARY PUBLIC

My commission expires: 3.28.2028

DEED ACCEPTED BY:

Yvonne L. Capehart
2Bleev Ministries, Inc.
By: Yvonne L. Capehart, Title Director

CONDITIONAL USE CRITERIA FOR APPROVAL - Complete either the Major Conditional Use section or Minor Conditional Use Section below. If more room is needed, answers can be provided on a separate sheet of paper.

MAJOR CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?
YES
2. Please describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk, and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering, or other plans. **BUILDING WAS PREVIOUSLY A CHURCH, WE WILL ALSO USE IT AS A CHURCH**
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain. **OUR CHURCH WILL BE A POSITIVE LIGHT WITHIN THE CITY AND COMMUNITY**
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.
NO, NOT IN ANY WAY
5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?
YES, THE CURRENT LOCATION HAS AMPLE PARKING
6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.
YES, THE PROPERTY IS CURRENTLY ZONE FOR A CHURCH
7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.
NO, THE CHURCH SERVICES WILL NOT POSE A HARARD OR NOISE VIOLATION
8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain. **YES, WE WILL COMPLY WITH ALL GUIDELINES FOR RELIGIOUS SERVICES**

MINOR CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use substantially compatible with other uses in the area, including factors relating to the nature of its location, operation, building design, site design, traffic characteristics, and environmental impacts? Explain.
2. Will the proposed use be materially detrimental to the health, safety, and general welfare of the public or otherwise injurious to the environment or to the property or improvements within the area? Explain.
3. Is the proposed use consistent with the Comprehensive Plan? Explain how.
4. Is the proposed use in conformance with specific site location, development, and operation standards as required by this Ordinance? Explain.

CONDITIONAL USE NARRATIVE – Describe the proposed project in detail. Include all types of business activities that will be conducted on-site, any out-door storage or seating proposed, anticipated traffic, access for pick-up/delivery vehicles, proposed improvements, etc. Use the space below or provide a separate type written sheet of paper and attach. Staff will provide guidance as needed on additional information needed in the narrative.

NARRATIVE

**2BLEEV MINISTRIE, INC/ HEALERNATION WILL USE THE PROPERTY
AT 7417 MARTIN BLUFF ROAD AS A CHURCH FOR RELIGIOUS
SERVICES**

85432014.000 MARTIN BLUFF BAPTIST CHURCH

PIDN: 85432014.000

GISP: 771.12-04-0018.00M

Owner Information

Percent of Ownership: 100

Name: MARTIN BLUFF BAPTIST CHURCH

Name 2:

Mailing Address:

0

Site Address: 7417 MARTIN BLUFF RD GAUTIER

Land Information

Section: 12

Acreage: 0

Township: 7

Range: 7

Street Name MARTIN BLUFF
RD

Value and Tax Information

Total Assessed Value: 0

Total Appraised Value: 1047101

Improvement Value: 1031681

Land Value: 15420

Tax Amount: 0

SQ FT: 16722

Year Built: 2008

Legal Description

Description: PT LOTS 12 & 13 & ALL LOTS 14, 1
5, 16 & PT 17 HASTINGS S/D LESS
100' X 200' IN NEC DB 453-61&64
DB 1397-459 DB 2064-674 (18M Ma
p771.12-04)

Deed Book / Page: 1397 / 459

85432014.000 MARTIN BLUFF BAPTIST CHURCH

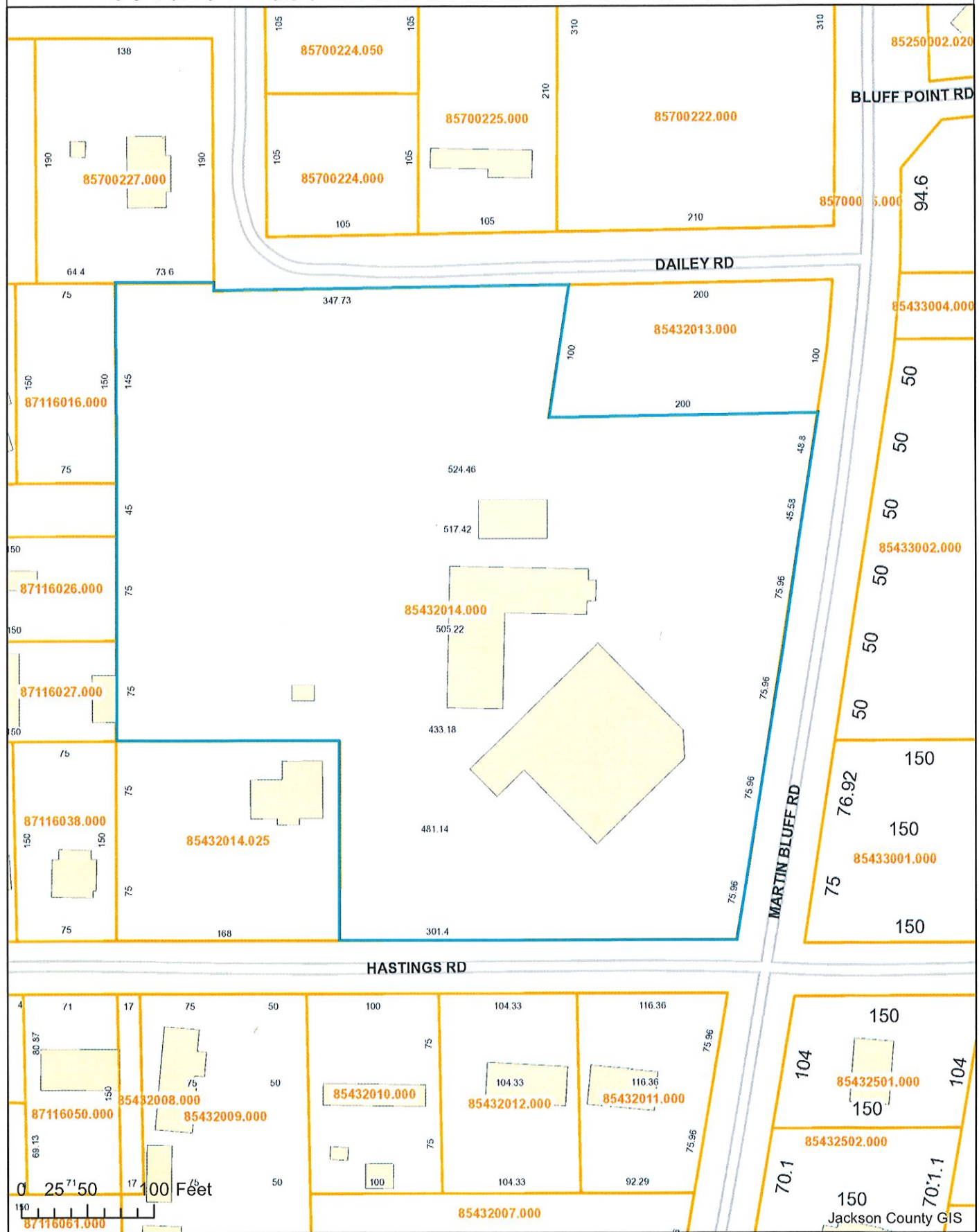


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

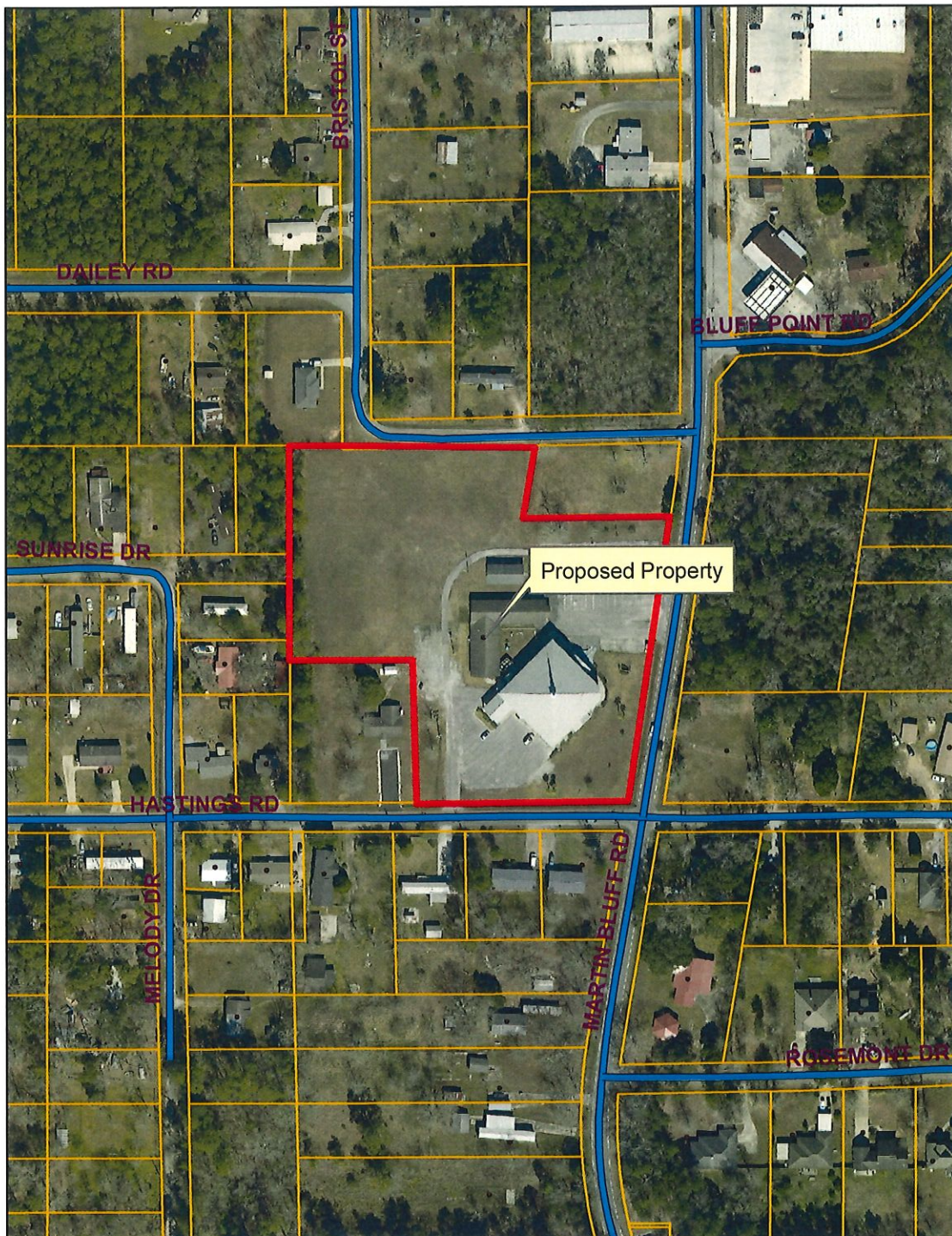


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

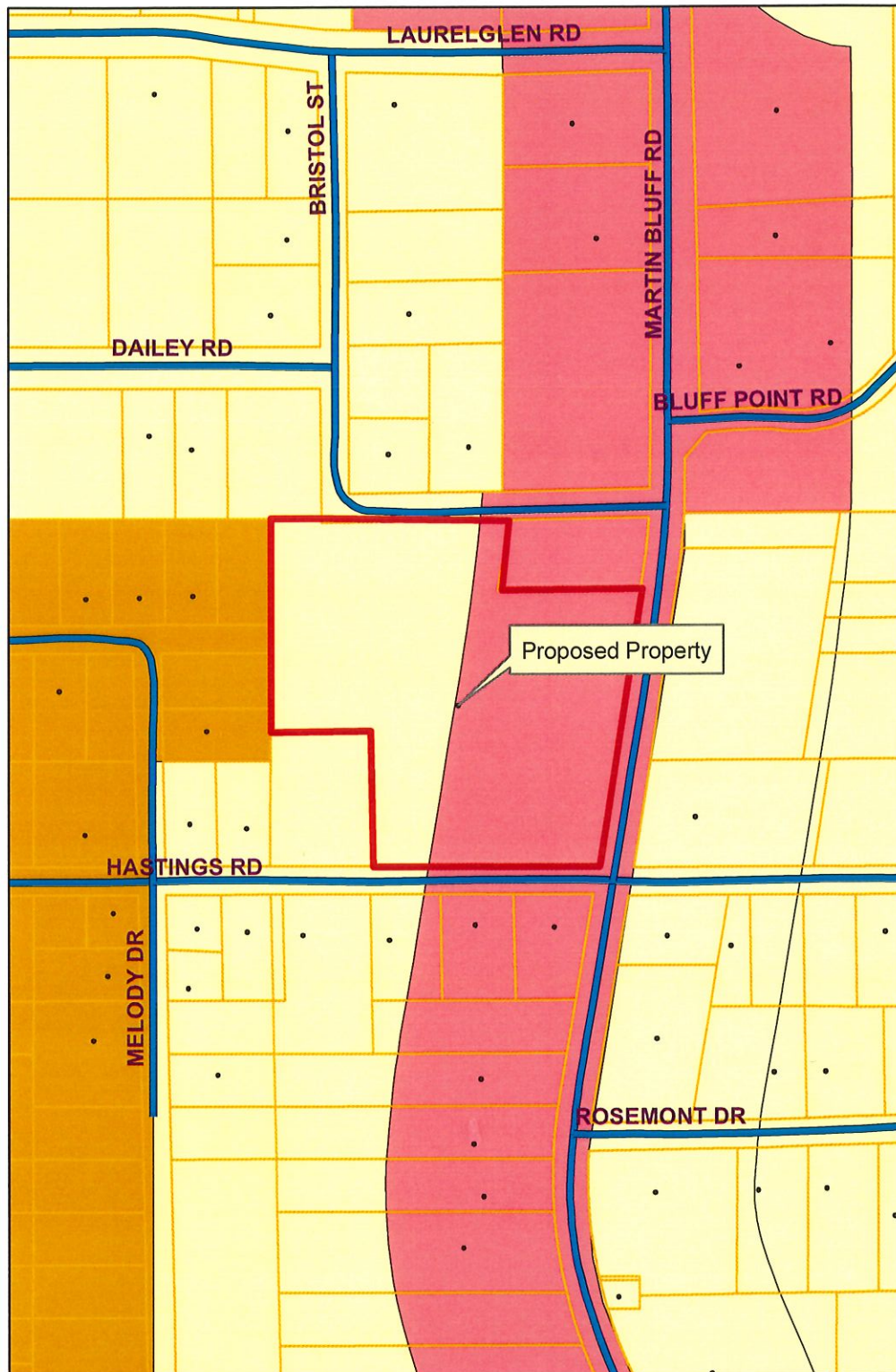


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

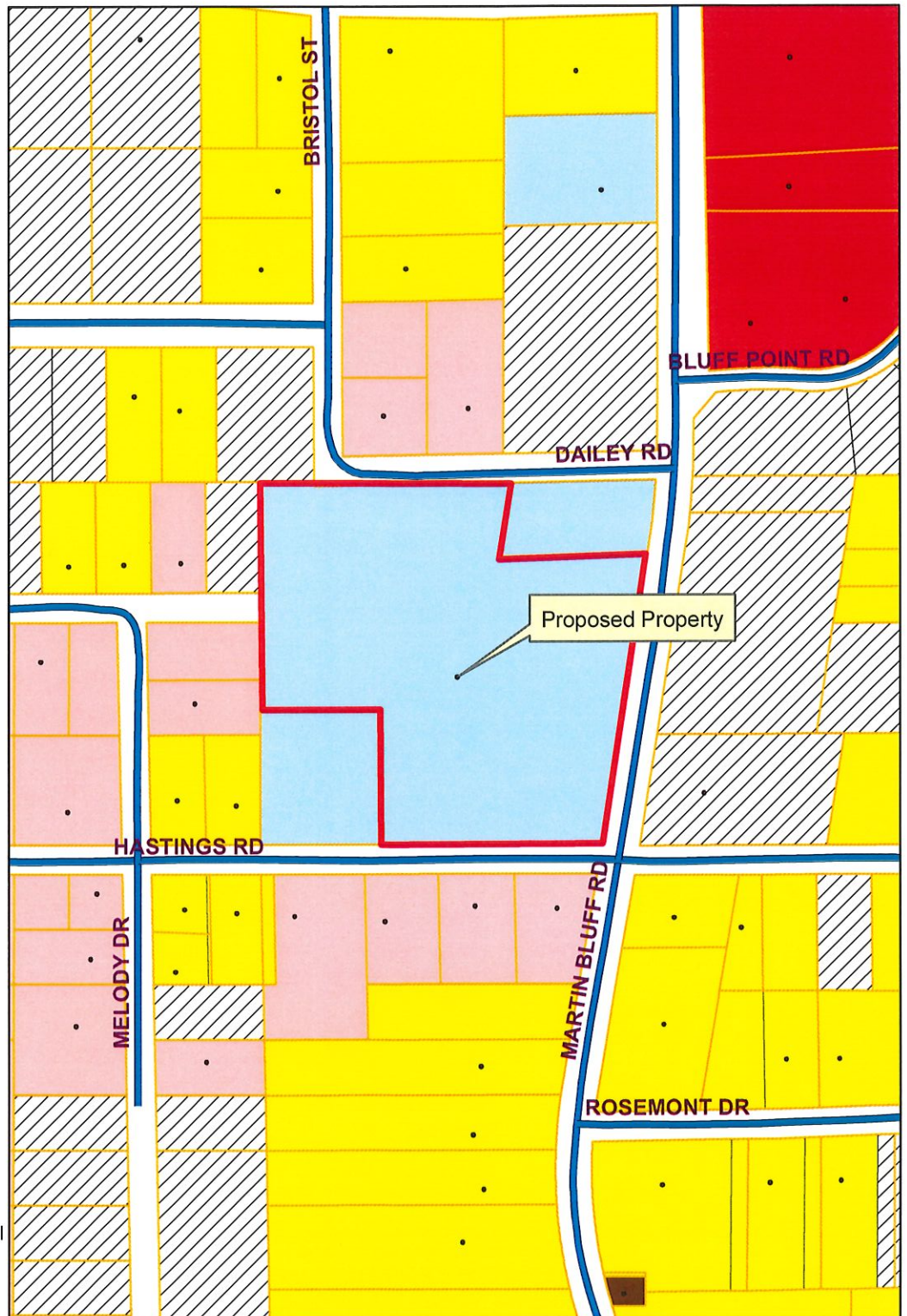


Exhibit D

Future Land-Use

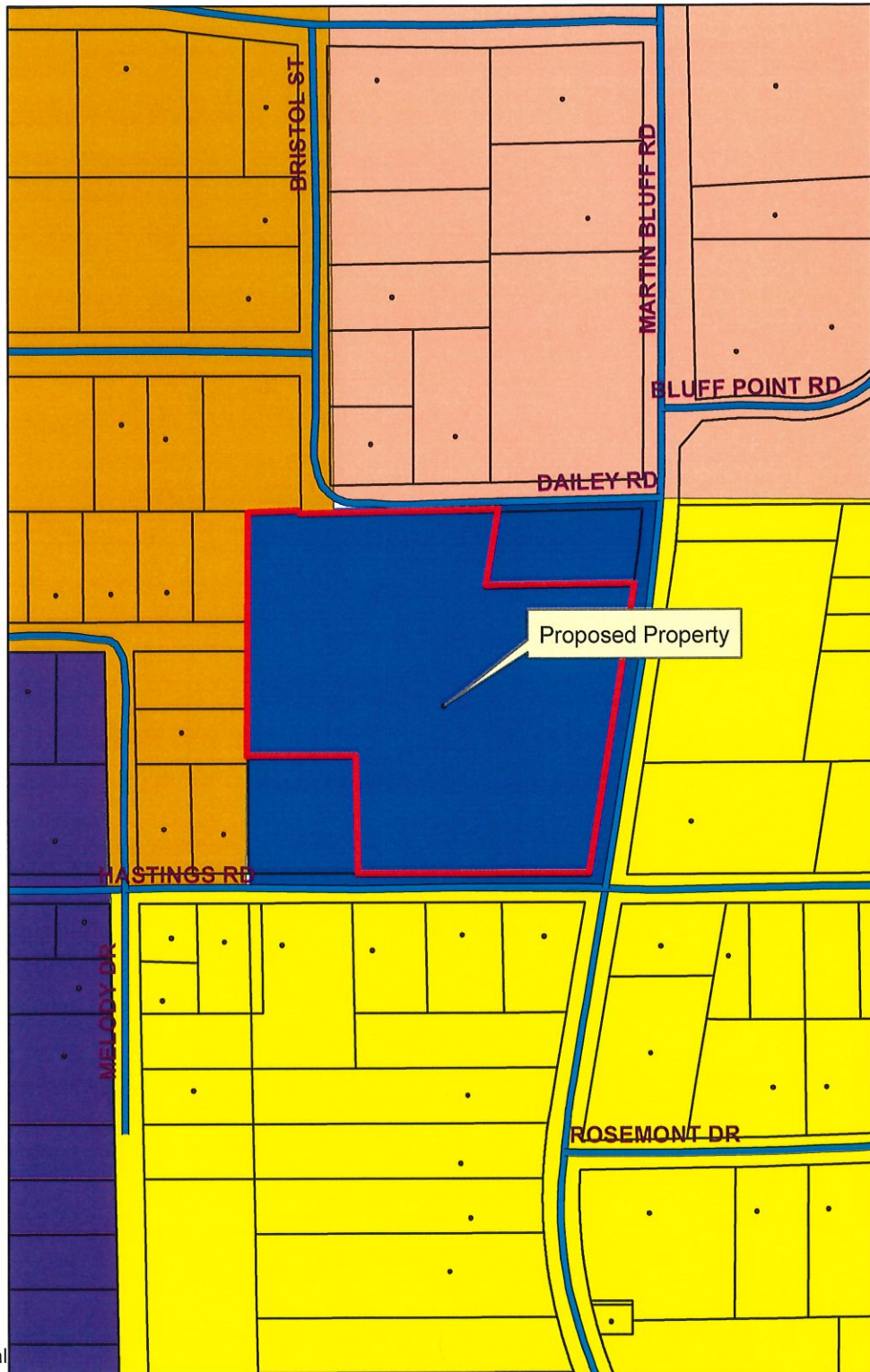
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



**CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet**

Council Meeting: August 20, 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 August 20, 2024.

Docket of Claims
Release date from 08/20/2024 thru 08/20/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ACE DATA STORAGE INC Account Number 001-100-699	242993	08/20/2024	08/05/2024	Invoice # 0100387	Date 08/01/2024	105.00 Amount	105.00
001	CATALIS COURTS AND LAND RECORDS LLC Account Number 001-010-698	242994	08/20/2024	08/05/2024	Invoice # 308322269	Date 08/01/2024	1,614.60 Amount	1,614.60
001	DIRECTV LLC Account Number 001-161-698	242995	08/20/2024	08/05/2024	Invoice # X240814	Date 08/14/2024	170.00 Amount	170.00
001	GRAND VIEW SECURITY LLC Account Number 001-170-698	242996	08/20/2024	08/05/2024	Invoice # 2408011446	Date 08/01/2024	340.00 Amount	340.00
001	HARRISON COUNTY HCLETA Account Number 001-100-681	242997	08/20/2024	08/05/2024	Invoice # 24-056	Date 07/23/2024	300.00 Amount	300.00
001	RELX INC DBA LEXISNEXIS Account Number 001-092-698	242998	08/20/2024	08/05/2024	Invoice # 3095228854	Date 07/31/2024	155.00 Amount	155.00
001	PRO-LOCK LOCKSMITH SERVICE LLC Account Number 001-021-559	242999	08/20/2024	08/05/2024	Invoice # 5080124-3	Date 08/01/2024	18.00 Amount	18.00
001	WASTE PRO - GAUTIER Account Number 001-170-698 001-170-698	243000	08/20/2024	08/05/2024	Invoice # 0001408985 0001409013	Date 07/31/2024 07/31/2024	285.00 Amount	35.00 250.00
001	BELL AUTO PARTS INC Account Number 001-161-639 001-170-639	243001	08/20/2024	08/05/2024	Invoice # D060162 D060167	Date 07/18/2024 07/22/2024	224.00 Amount	75.00 149.00
001	MANDAL AUTOMOTIVE OF D'IBERVILLE LLC Account Number 001-100-570 001-100-570 001-100-570	243002	08/20/2024	08/05/2024	Invoice # 5074822 5074822 5074822	Date 07/22/2024 07/22/2024 07/22/2024	85.00 Amount	33.19 31.31 20.50
001	STEINER SAW & MOWER Account Number 001-161-639 001-170-639	243003	08/20/2024	08/05/2024	Invoice # 260459 160524	Date 07/15/2024 07/18/2024	36.00 Amount	12.00 24.00

Docket of Claims
Release date from 08/20/2024 thru 08/20/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SUN HERALD ADVERTISING	243005	08/20/2024	08/05/2024			247.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	RFP AD: SOLID WASTE		262135	07/31/2024			223.88
	001-040-615	PUBL ORDINANCE 275-2024		262135	07/31/2024			24.00
001	H2O INNOVATION OPERATION & MAINTENANCE	243007	08/20/2024	08/05/2024			31,832.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-672	JUL 2024 MAINT OPS		2024-07	07/31/2024			31,832.51
001	CENTERPOINT ENERGY	243011	08/20/2024	08/05/2024			46.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE:6/25-7/24/24		11000885-1	07/31/2024			46.65
001	CENTERPOINT ENERGY	243012	08/20/2024	08/05/2024			45.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	SOUTH FIRE:6/25-7/24/24		11000999-0	07/31/2024			45.47
001	SPORTS CONDUCTOR LLC DBA JARVIS	243013	08/20/2024	08/05/2024			260.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	FOOTBALL (43)		6136	08/01/2024			169.85
	001-170-502	CHEER (23)		6136	08/01/2024			90.85
001	TEC	243014	08/20/2024	08/05/2024			139.62	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1155862	08/01/2024			139.62
001	BORDIS & DANOS PLLC	243029	08/20/2024	08/09/2024			11,250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	AUG 2024 RETAINER		134	08/01/2024			11,250.00
001	TRANSUNION RISK-ALTERNATE DATA	SOLS INC 243030	08/20/2024	08/09/2024			344.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JUL 24 ACCT 6006920		202407-1	08/01/2024			344.00
001	JACKSON COUNTY ADULT DETENTION CENTER	243031	08/20/2024	08/09/2024			7,175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	JUL 2024 ADC CHGS		07312024	08/05/2024			7,175.00
001	FOSTERS A/C & HEATING INC	243032	08/20/2024	08/09/2024			302.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	ESA CLNG: SR CENTER (2)		P1151508	07/30/2024			302.50
001	SOUTHERN PEST CONTROL INC	243033	08/20/2024	08/09/2024			456.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	CITY FACILITIES		171-448166	07/03/2024			456.00
001	CARLA TODD	243034	08/20/2024	08/09/2024			60.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	CIVIL SERVICE MTGS (6)		07312024	07/31/2024			60.00

Docket of Claims
Release date from 08/20/2024 thru 08/20/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ELAN FINANCIAL SERVICES	243039	08/20/2024	08/09/2024			3,468.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-559	ADOBE PRO(3), ACROBAT PRO		07122024	07/15/2024			1,943.52
	001-094-698	BOOST FB POST (2)		07252024	08/01/2024			20.00
	001-090-559	ICC 2024 BLDG CODE BKS		07262024	07/29/2024			1,266.57
	001-090-535	SS SHIRT (2)		07312024	07/31/2024			38.50
	001-170-502	CHEER FIT KIT		08012024	08/02/2024			200.00
001	BUTLER SNOW LLP	243045	08/20/2024	08/12/2024			2,973.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-699	ADDRESS CATALOG CONST		10437794	08/09/2024			2,973.50
001	MISSISSIPPI POWER	243046	08/20/2024	08/12/2024			1,155.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-628	JUL 2024 LEASE: BACOT		0796886005	08/05/2024			1,155.00
001	AIRGAS USA LLC	243047	08/20/2024	08/12/2024			398.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		5509781013	07/31/2024			398.79
001	SPARKLIGHT	243048	08/20/2024	08/12/2024			154.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	AUG 2024: #107571481		08012024	08/01/2024			154.20
001	SPARKLIGHT	243049	08/20/2024	08/12/2024			96.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	AUG 2024: SR BLDG 120793682		08012024	08/01/2024			96.73
001	C SPIRE WIRELESS	243051	08/20/2024	08/12/2024			1,244.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-605	COUNCIL CELL PHONE		0030759348	07/31/2024			48.90
	001-021-605	CITY MGR CELL PHONE		0030759348	07/31/2024			48.90
	001-040-605	ADMIN CELL PHONE		0030759348	07/31/2024			83.38
	001-090-605	BLDG-PLNG CELL PHONES		0030759348	07/31/2024			261.22
	001-090-698	IPAD SERVICE		0030759348	07/31/2024			103.44
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	07/31/2024			146.70
	001-161-605	FIRE DEPT CELL PHONES		0030759348	07/31/2024			146.70
	001-170-605	RECREATION CELL PHONES		0030759348	07/31/2024			254.36
	001-205-605	MAINT CELL PHONES		0030759348	07/31/2024			151.20
001	AARON TILLMAN	243054	08/20/2024	08/12/2024			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	PER DIEM REIMB: ROPES COURSE		08082024	08/12/2024			100.00
001	WARREN PAVING INC	243056	08/20/2024	08/12/2024			267.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	2.92 TN ASPHALT: POTHOLE		95022	07/26/2024			267.18

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001	FUELMAN	243058	08/20/2024	08/12/2024			3,927.19	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP66906889	08/04/2024			171.66	
	001-100-525	UNL FUEL	NP66906889	08/04/2024			2,585.64	
	001-161-525	UNL-DSL FUEL	NP66906889	08/04/2024			546.45	
	001-170-525	UNL FUEL	NP66906889	08/04/2024			489.49	
	001-205-525	UNL-DSL FUEL	NP66906889	08/04/2024			133.95	
001	FUELMAN	243060	08/20/2024	08/12/2024			3,646.49	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP66942322	08/11/2024			56.68	
	001-100-525	UNL FUEL	NP66942322	08/11/2024			2,671.81	
	001-161-525	UNL-DSL FUEL	NP66942322	08/11/2024			612.61	
	001-170-525	UNL FUEL	NP66942322	08/11/2024			197.64	
	001-205-525	UNL-DSL FUEL	NP66942322	08/11/2024			107.75	
001	PASCAGOULA TIRE & SERVICE INC	243062	08/20/2024	08/12/2024			199.89	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	FS FIREHAWK PURSUIT: 17530	119605	07/17/2024			133.39	
	001-100-638	INSTALL PKG: 17530	119605	07/17/2024			22.50	
	001-100-638	TIRE REPR (2): 10636	119935	07/30/2024			44.00	
001	WARREN PAVING INC	243063	08/20/2024	08/12/2024			137.25	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-586	1.5 TN RAP: MALL PRKG LOT	95496	08/02/2024			137.25	
001	CINTAS CORPORATION	243064	08/20/2024	08/12/2024			564.05	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-535	JUL 03 2024 MAINT	4197714882	07/03/2024			112.81	
	001-205-535	JUL 10 2024 MAINT	4198392371	07/10/2024			112.81	
	001-205-535	JUL 17 2024 MAINT	4199098514	07/17/2024			112.81	
	001-205-535	JUL 24 2024 MAINT	4199776403	07/24/2024			112.81	
	001-205-535	JUL 31 2024 MAINT	4200492339	07/31/2024			112.81	
001	AUTO TRUCK AND TRAILER PARTS INC	243065	08/20/2024	08/12/2024			105.25	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	ORING; TEST CLAMP: SHOP	315858	07/09/2024			16.80	
	001-170-639	FLUIDAL: SHOP SUPPLIES	315866	07/10/2024			41.50	
	001-161-638	TRNS-PWR STRG OIL: E1/E4	316047	07/16/2024			43.00	
	001-170-639	SPLICE WIRE: SHOP SUPPLIES	316376	07/30/2024			3.95	
001	O'REILLY AUTO PARTS	243067	08/20/2024	08/12/2024			1,973.94	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-639	T-STAT; GASKET(2): SFD GENRTR	1978335895	07/08/2024			7.37	
	001-161-639	GAL ANTIFRZ (3): SFD GENRTR	1978335895	07/08/2024			53.97	
	001-205-559	RAZOR BLADES 100 PK	1978335895	07/08/2024			13.00	
	001-161-639	BATTERY: SFD GENERATOR	1978335917	07/08/2024			117.20	
	001-100-570	10QT OIL; FLTR: #10636	1978336138	07/10/2024			85.10	
	001-170-638	BELT TENSNER: 2010 F150	1978336163	07/10/2024			42.00	
	001-170-638	SPARKPLUG: #37194	1978336245	07/11/2024			3.51	

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001	O'REILLY AUTO PARTS	243067	08/20/2024	08/12/2024			1,973.94	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-638	7QT OIL, FLTR; AIR FLTR: 37194	1978336253	07/11/2024			51.95	
	001-100-570	14OZ BRAKE CLN(12): PD UNITS	1978336287	07/11/2024			41.88	
	001-161-639	14OZ BRAKE CLN(12): FD UNITS	1978336288	07/11/2024			41.88	
	001-161-639	RING TERM; BATRY TERM:SFD GEN	1978336288	07/11/2024			107.48	
	001-170-638	7QT OIL: 2019 F350	1978336661	07/15/2024			35.97	
	001-170-638	OIL FILTER: 2019 F350	1978336662	07/15/2024			3.37	
	001-161-638	7QT OIL; FLTR: 18237	1978336736	07/15/2024			39.34	
	001-100-570	ROTOR(2); PADS; SENSOR: 10636	1978336786	07/16/2024			177.98	
	001-100-570	ROTOR(2); PADS: 10636	1978336787	07/16/2024			169.99	
	001-100-570	OIL FILTER (12): PD UNITS	1978336788	07/16/2024			134.40	
	001-100-570	BRK SENSOR R: 10636	1978336810	07/16/2024			7.99	
	001-170-639	BATTERY: REC LAWN MOWER	1978336983	07/18/2024			56.93	
	001-205-559	FASTENER REMOVER: SHOP SUPPS	1978336984	07/18/2024			14.99	
	001-161-639	2QT CYC OIL; FLTR: FD MOWER	1978337015	07/18/2024			33.03	
	001-161-638	BLOWER RESTR: 08409	1978337025	07/18/2024			8.24	
	001-205-559	DRILL BIT SET; CNTR PUNCH	1978337039	07/18/2024			48.98	
	001-161-639	BTRY CABLE: MOWER 1	1978337116	07/19/2024			6.62	
	001-161-639	HOSE; FLTRS; VLVS; CLNR: MOWER1	1978337452	07/22/2024			48.85	
	001-161-639	QT OIL: MOWER	1978337458	07/22/2024			12.98	
	001-100-570	HEAD GSKT(2); CHAIN KIT: 19684	1978337565	07/23/2024			141.46	
	001-100-570	MDS SOLENOID: 19684	1978337565	07/23/2024			51.92	
	001-100-570	TMG CVR GST; O2 SENSOR: 19684	1978337566	07/23/2024			75.67	
	001-100-570	HEAD BOLT SET (2): 19684	1978337566	07/23/2024			43.12	
	001-100-570	RADIATOR: 19684	1978337595	07/23/2024			126.69	
	001-100-570	IRIDIUM PLUG (16): 19684	1978337597	07/23/2024			170.08	
001	SPARKLIGHT	243068	08/20/2024	08/13/2024			145.79	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	AUG 2024: POLICE 107718371	08082024	08/08/2024			145.79	
001	SPARKLIGHT	243069	08/20/2024	08/13/2024			71.37	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	AUG 2024: CBL BOX 118476316	08082024	08/08/2024			71.37	
001	M & E FEED & SEED	243070	08/20/2024	08/13/2024			54.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-514	DOG FOOD (1)	747922	08/01/2024			54.99	
001	LOWE'S	243072	08/20/2024	08/13/2024			3,674.61	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-635	CAULK(2); FIBRGLS REPR KIT	984547	06/25/2024			37.94	
	001-205-559	32CT WATER (60)	986118	06/25/2024			340.80	
	001-170-634	PARTS-LIGHT REPRS: BACOT	989671	06/27/2024			64.22	
	001-170-559	SFTY GLASSES(4); GLOVES(2)	989713	06/27/2024			68.28	
	001-170-559	FIRE EXTINGUISHERS (4)	992258	06/28/2024			102.52	
	001-161-559	32CT WATER (60)	978621	07/03/2024			360.80	
	001-170-559	DUPL KEYS (2): BACOT RESTRMS	998186	07/11/2024			7.56	
	001-170-559	NITRILE DIP KNIT GLOVES	972772	07/13/2024			5.21	
	001-205-560	80LB QUIKRETE (2): SIGN INST	978456	07/15/2024			9.46	
	001-170-634	TOILET REPR: FRASIER	978257	07/15/2024			6.75	
	001-205-559	32OZ 2-CYC FUEL	977893	07/15/2024			6.63	

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001	LOWE'S	243072	08/20/2024	08/13/2024			3,674.61	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-702	MONUMENT SS GAS GRILL (4)		985213	07/15/2024			1,516.20
	001-161-702	55" GRILL COVER (4)		985213	07/15/2024			94.92
	001-161-702	20LB PROPANE TANK EMPTY (4)		985213	07/15/2024			220.32
	001-161-702	7.4 GRILL BRUSH (4)		985213	07/15/2024			56.92
	001-100-635	2G ELEC BOX(3);WALL PLATE(5)		978845	07/15/2024			31.11
	001-205-559	DW IN/OUT JOBSITE FAN		980585	07/16/2024			141.55
	001-090-559	FRIG 30" GLS TOP SS RANGE		985202	07/18/2024			366.74
	001-170-577	ORTHENE 12OZ FIRE ANT(8)		985206	07/18/2024			91.04
	001-170-577	WASP SPRAY(3);TOMCAT 12CT		985206	07/18/2024			31.33
	001-161-559	60"UTY HNDL;5G BUCKET/LID(2)		987606	07/19/2024			24.22
	001-161-559	GAL ROUNDUP 4X; 8'EXT POLE		987606	07/19/2024			56.01
	001-170-559	INSECT REPEL (6)		999064	07/24/2024			34.08
001	C SPIRE WIRELESS	243077	08/20/2024	08/13/2024			896.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-606	MODEM DATA PLAN (26) AUG 24		3000848065	08/02/2024			896.48
001	DEPT PUBLIC SAFETY	243078	08/20/2024	08/13/2024			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES (JUN 2024)		90146739	07/02/2024			120.00
001	KALEIGH C NELSON	243080	08/20/2024	08/14/2024			600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-602	JUDGE PRO TEM: 3 HRS		06172024	08/14/2024			300.00
	001-010-602	JUDGE PRO TEM: 1 HR		07082024	08/14/2024			100.00
	001-010-602	JUDGE PRO TEM: 2 HRS		08052024	08/14/2024			200.00
001	GALLS LLC	243094	08/20/2024	08/14/2024			2,338.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	TJ361 KHA TAC PANT 40X30 (3)		028655918	08/01/2024	241130		115.20
	001-161-535	SHIPPING		028655918	08/01/2024	241130		5.75
	001-161-535	TR1127 Nvy TAC PANT 30X30(3)		028677270	08/02/2024	241130		115.20
	001-161-535	TR1127 Nvy TAC PANT 30X32(3)		028677270	08/02/2024	241130		115.20
	001-161-535	TR1127 Nvy TAC PANT 32X30(6)		028677270	08/02/2024	241130		230.40
	001-161-535	TR1127 Nvy TAC PANT 32X32(12)		028677270	08/02/2024	241130		460.80
	001-161-535	TR1127 Nvy TAC PANT 34X30(18)		028677270	08/02/2024	241130		691.20
	001-161-535	SHIPPING		028677270	08/02/2024	241130		80.75
	001-161-535	TJ361 KHA TAC PANT 36X32 (3)		028700943	08/06/2024	241130		115.20
	001-161-535	TR1127 Nvy TAC PANT 38X32		028700943	08/06/2024	241130		38.40
	001-161-535	SHIPPING		028700943	08/06/2024	241130		7.66
	001-161-535	TR1127 Nvy TAC PANT 34X36(96)		028729828	08/08/2024	241130		230.40
	001-161-535	TR1127 Nvy TAC PANT 36X32(3)		028729828	08/08/2024	241130		115.20
	001-161-535	SHIPPING		028729828	08/08/2024	241130		17.25
001	CAN'T MISS EMBROIDERY	243095	08/20/2024	08/14/2024			59.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	EMBROIDER NPG LOGO (7)		28946	08/05/2024	241163		59.50

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001	REYNOLDS WHOLESALE CO	243096	08/20/2024	08/14/2024			1,395.63	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-510	38X58 BK CAN LINER 100CT (12)	77289	08/06/2024	241174		419.40	
	001-170-510	M29 JUMBO JR TISSUE 12CT (15)	77289	08/06/2024	241174		397.50	
	001-170-510	8" BROWN ROLL TOWEL 6CT (8)	77289	08/06/2024	241174		231.60	
	001-170-510	TISSUE ROLLS 96CT (3)	77289	08/06/2024	241174		170.85	
	001-090-559	24X36 WHT CAN LINER 500CT (2)	77324	08/13/2024	241198		65.90	
	001-090-559	30X36 BK CAN LINER 150CT	77324	08/13/2024	241198		36.40	
	001-090-559	#22-C BROOM (2)	77324	08/13/2024	241198		21.90	
	001-205-559	1 GAL DAWN DETERGENT: MAINT	77324	08/13/2024	241198		19.75	
	001-205-559	CLOROX CLEAN UP 32OZ SPRAY(2)	77324	08/13/2024	241198		13.38	
	001-090-559	RM#2531 LOBBY DUST PAN	77324	08/13/2024	241198		18.95	
001	ACTION PRINTING CENTER INC	243097	08/20/2024	08/14/2024			490.25	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	BUSINESS CARD (250): BLEVINS	3571	07/26/2024	241082		47.00	
	001-040-500	#9 WINDOW SECURITY ENV (5000)	3658	08/13/2024	241132		443.25	
001	LAWRENCE PRINTING COMPANY INC	243098	08/20/2024	08/14/2024			530.38	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	LINEN LEDGER PAPER (4)	13802	08/06/2024	241110		510.92	
	001-040-500	SHIPPING	13802	08/06/2024	241110		19.46	
001	SUNBELT FIRE INC	243099	08/20/2024	08/14/2024			553.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	GAUGE COMBO FUEL/UREA LEVEL	00015922	07/26/2024	240969		513.32	
	001-161-638	FREIGHT	00015922	07/26/2024	240969		40.00	
001	CUSTOM PRODUCTS CORPORATION	243101	08/20/2024	08/14/2024			72.91	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-565	18X18 SFTY ORG VINYL FLAG(13)	11874	07/30/2024	241116		51.48	
	001-201-565	SHIPPING	11874	07/30/2024	241116		21.43	
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	243104	08/20/2024	08/14/2024			10.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-660	2X10 NAME PLATE: HOOVER,V	2408056	08/14/2024	241192		10.00	
001	PASCAGOULA TIRE & SERVICE INC	243107	08/20/2024	08/14/2024			1,210.72	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	FS TRANSFORCE AT2 (4): 18237	119663	07/19/2024	241079		586.28	
	001-161-638	INSTALL PKG: 18237	119663	07/19/2024	241079		110.00	
	001-161-638	TPMS SENSOR (4): 18237	119663	07/19/2024	241079		359.96	
	001-161-638	THRUST ANGLE ALIGNMENT: 18237	119663	07/19/2024	241079		79.99	
	001-170-638	RUBBER MASTER TRLR: REC TRLR	119938	07/31/2024	241131		69.99	
	001-170-638	TIRE DISPOSAL FEE	119938	07/31/2024	241131		4.50	
001	SUN HERALD ADVERTISING	243112	08/20/2024	08/14/2024			301.36	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-615	BID AD: BANK DEPOSITORY	262135	07/31/2024	241022		39.96	
	001-040-615	BID AD: SSP BATHHOUSE-REBID	262135	07/31/2024	241067		178.12	

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001	SUN HERALD ADVERTISING	243112	08/20/2024	08/14/2024			301.36	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBL NOTICE: GPC 24-27-RZ		262135	07/31/2024	241076		20.88
	001-090-615	PUBL NOTICE: GPC 24-28-VAR		262135	07/31/2024	241076		20.40
	001-090-615	PUBL NOTICE: GPC 24-29-SE		262135	07/31/2024	241076		21.84
	001-090-615	PUBL NOTICE: GPC 24-30-CU		262135	07/31/2024	241076		20.16
001	SIGN SOLUTIONS USA LLC	243114	08/20/2024	08/14/2024			129.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	18X24 DO NOT FEED WILDLIFE(4)		412952	07/30/2024	241051		110.76
	001-201-565	SHIPPING: AMPHITHEATER		412952	07/30/2024	241051		18.88
001	APRIL MCCOOL	243115	08/20/2024	08/14/2024			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-559	PINK CADILLAC COOKIES (100)		001	08/13/2024	241183		400.00
	001-021-559	DONATION:INCLUSION PLAYGROUND		001	08/13/2024	241183		-100.00
001	SOUTHERN REGIONAL SAFETY INST	243116	08/20/2024	08/14/2024			1,250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	TAC OFCR SURV SCHOOL: BLEVINS		2598	06/27/2024	241154		1,250.00
001	STAPLES BUSINESS ADVANTAGE DEPT	ATL 243117	08/20/2024	08/14/2024			501.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	CALCULATOR RIBBON BLK/RED (4)		6007937474	07/30/2024	241123		5.32
	001-040-500	CASH REG/POS ROLLS 100CT		6007937474	07/30/2024	241123		88.34
	001-040-500	HP952XL/952 BLK HY C/M/Y 4PK		6007937474	07/30/2024	241123		120.51
	001-040-500	POST IT FLAG 328PK		6007937474	07/30/2024	241123		8.99
	001-022-500	CLASSIFICATION FOLDER 10/BOX		6007937474	07/30/2024	241123		86.38
	001-040-500	PILOT GEL BLUE PEN 12PK		6007937474	07/30/2024	241123		12.59
	001-040-500	SHIP LABEL 2X4 ASRT 15PK		6007937474	07/30/2024	241123		11.41
	001-040-500	HIGHLIGHTER YEL CHISEL TIP 12PK		6007937474	07/30/2024	241123		4.73
	001-040-500	COUNTERFEIT PENS 3PK		6007937474	07/30/2024	241123		1.62
	001-040-500	BROTHER TN 770 EXTRA HY BLK		6007937474	07/30/2024	241123		122.49
	001-040-500	NOTEPAD 8.5X14 WIDE RULED 12PK		6007937474	07/30/2024	241123		22.04
	001-040-500	STICKY NOTE 3X3 12PK		6007937474	07/30/2024	241123		7.92
	001-040-500	TAPE DISPENSER		6007937474	07/30/2024	241123		4.97
	001-040-500	CLEAR TAPE .75"X36YDS 6PK		6007937474	07/30/2024	241123		4.59
001	SPORTABOUT	243119	08/20/2024	08/14/2024			2,610.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	7PC YTH INTEG FTBL PANT (90)		11551	08/08/2024	241181		2,610.00
001	THE SOUTHERN CONNECTION POLICE	SUPPLIES 243122	08/20/2024	08/14/2024			228.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	PB GUARDIAN GEN III MOLLE		31627	08/13/2024	240632		228.42
001	AMAZON CAPITAL SERVICE	243123	08/20/2024	08/14/2024			205.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	6 INCH COOLING FAN		16XNNRVRGJ	08/03/2024	241126		98.01
	001-100-559	CONTROLLER STAND		16XNNRVRGJ	08/03/2024	241126		15.83
	001-100-559	(2) VGA CABLES		16XNNRVRGJ	08/03/2024	241126		21.76
	001-161-575	PATIENT AID PADDED LIFT SLING		196MTD3PCF	08/02/2024	241124		69.49

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MANDAL AUTOMOTIVE OF D'IBERVILLE LLC	243125	08/20/2024	08/14/2024			1,840.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	CAMSHAFT: U #57		5074823	07/22/2024	240982		426.25
	001-100-638	TAPPET HYDRAULIC (4): U #57		5074823	07/22/2024	240982		1,010.00
	001-100-638	OIL SEAL: U #57		5074823	07/22/2024	240982		5.50
	001-100-638	GASKET, CYL HEAD (2): U #57		5074823	07/22/2024	240982		152.88
	001-100-638	CRANKSHAFT OIL SEAL: U #57		5074823	07/22/2024	240982		26.19
	001-100-638	OIL PUMP: U #57		5074943	07/29/2024	240982		220.00
001	STEINER SAW & MOWER	243127	08/20/2024	08/14/2024			600.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	ENGINE CORE PARTS: LAWNMOWER		260460	07/15/2024	241070		600.00
001	HENZE ENTERPRISES INC	243133	08/20/2024	08/15/2024			160.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	4 CY RAP: POTHOLE-BARRACUDA		33044	08/02/2024			160.00
FUND TOTAL	1 Claims	to	Checks	66 Total	96,257.57 Manual	Held	Total	96,257.57

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
003	GOTTFRIED CONSTRUCTION LLC	243079	08/20/2024	08/13/2024			231,842.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	003-721-713	LS UPGRADES 55%		7	08/08/2024		231,842.46	
FUND TOTAL	3 Claims	to	Checks	1 Total	231,842.46 Manual	Held	Total	231,842.46

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	SINGING RIVER ELECTRIC COOPERATIVE	243050	08/20/2024	08/12/2024			1,372.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-631	AMPHITHEATER 118241002		08012024	08/07/2024			1,372.32
004	WARREN PAVING INC	243057	08/20/2024	08/12/2024			274.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-586	3.0 TN ASPHALT: AMPHI RAMP		95019	07/25/2024			274.50
004	LOWE'S	243073	08/20/2024	08/13/2024			464.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-586	6200SF LAWN SPRINKLER(2)		984514	06/25/2024			45.56
	004-510-586	FLEXON 50' MED DUTY HOSE(2)		984514	06/25/2024			47.46
	004-510-586	2" PADLOCK(3);1" SS CHAIN(4)		985657	06/25/2024			57.30
	004-510-586	PWR SUPPLY: AMPH STORAGE BLDG		995996	07/10/2024			111.30
	004-510-586	PWR SUPPLY: AMPH STORAGE BLDG		985738	07/18/2024			23.80
	004-510-586	PWR SUPPLY: AMPH STORAGE BLDG		985083	07/18/2024			70.79
	004-510-586	SIDEWLK SUPP:AMPH STRG BLDG		996790	07/23/2024			15.36
	004-510-586	ELEC SUPPLIES: AMPH STRG BLDG		970313	07/24/2024			31.62
	004-510-586	GAL MILDEW CLEANER: SOUND		975877	07/24/2024			61.35
004	RIDGDELL BROS INC	243092	08/20/2024	08/14/2024			5,520.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-680	138 BLS P-STRAW/LABOR: BEDS		23083349	08/14/2024			5,520.00
004	IMAGES GALORE SIGNS LLC	243110	08/20/2024	08/14/2024			259.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	004-510-559	12X18 SIGN: VENDOR RULES (5)		23-2265	08/02/2024	241133		129.75
	004-510-559	12X18 SIGN: AMPHI RULES (5)			08/02/2024			129.75
FUND TOTAL	4 Claims	to	Checks	5 Total	7,890.86 Manual	Held	Total	7,890.86

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	GULF BREEZE CONSTRUCTION INC	243093	08/20/2024	08/14/2024			52,856.52	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-130-770	CONSTRUCTION 41.34%		21	08/12/2024		52,856.52	
FUND TOTAL 130 Claims	to	Checks	1 Total	52,856.52	Manual	Held	Total	52,856.52

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	ELAN FINANCIAL SERVICES	243038	08/20/2024	08/09/2024			539.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	INSIGNIA 4K LED TV	07112024	07/12/2024			209.99	
	156-100-799	FIXED TV WALL MOUNT	07112024	07/12/2024			29.99	
	156-100-799	950VA BATTERY BACK UP (3)	07112024	07/12/2024			299.97	
156	LOWE'S	243074	08/20/2024	08/13/2024			539.92	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	PAINT SUPPLIES: DISP REMODEL	970638	07/12/2024			539.92	
156	CARPET MART INC	243105	08/20/2024	08/14/2024			2,734.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	66YD SHAU 190051083: DISPATCH	07102024	07/10/2024	241060		2,112.00	
	156-100-799	LABOR: INSTALL CARPET	07102024	07/10/2024	241060		132.00	
	156-100-799	80 SQFT LVP GLUE DOWN PLANK	07102024	07/10/2024	241060		160.00	
	156-100-799	100 LFT 4" BLK COVE BASE/RMV	07102024	07/10/2024	241060		300.00	
	156-100-799	45% RUBBER BLACK: DISPATCH	07102024	07/10/2024	241060		30.00	
156	AMAZON CAPITAL SERVICE	243124	08/20/2024	08/14/2024			216.49	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	4K DISPLAY PORT 20'CABLE(12)	19GMTV9X73	08/02/2024	241068		227.88	
	156-100-799	DISCOUNT	19GMTV9X73	08/02/2024	241068		-11.39	
FUND TOTAL 156 Claims		to	Checks	4 Total	4,030.36 Manual	Held	Total	4,030.36

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	SHERWIN-WILLIAMS COMPANY	243100	08/20/2024	08/14/2024			709.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	HIBILD PRIMER WHT 5 GAL (15)		3825-4	07/26/2024	241112		199.35
	171-176-779	DUR HOME MT EXTRA 5 GAL (10)		3825-4	07/26/2024	241112		429.90
	171-176-779	SPR INT SA EXTRA GAL (2)		3825-4	07/26/2024	241112		79.98
171	RIDGDELL BROS INC	243113	08/20/2024	08/14/2024			4,785.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	INSTL: P-TBLS;GRILLS;F-PITS		23083330	08/08/2024	241085		4,785.00
FUND TOTAL 171 Claims	to	Checks	2 Total	5,494.23	Manual	Held		Total 5,494.23

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	243004	08/20/2024	08/05/2024			1,250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	WEBSITE: ADD NEW SITES (10)		4092	07/31/2024			1,250.00
176	C SPIRE WIRELESS	243052	08/20/2024	08/12/2024			53.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	07/31/2024			53.08
176	COCA COLA BOTTLING CO UNITED INC	243055	08/20/2024	08/12/2024			87.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	CS 200Z BARQS ZERO (1)		4273239208	08/09/2024			31.00
	176-170-541	CS 200Z SPORTS DRINK (2)		4273239208	08/09/2024			56.00
176	AD2 INC	243131	08/20/2024	08/15/2024			702.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE AUG 2024		4096	08/15/2024			52.20
	176-170-699	SHOPPING CART		4096	08/15/2024			300.00
	176-170-699	WEBSITE MAINT 07/15-08/14/24		4096	08/15/2024			350.00
FUND TOTAL 176 Claims	to	Checks	4 Total	2,092.28 Manual		Held	Total	2,092.28

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
177	GULF COAST SOLUTIONS LLC	243066	08/20/2024	08/12/2024			582,598.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	177-176-720	SSP EXPANSION 90%		4	08/06/2024		582,598.59	
FUND TOTAL 177 Claims	to	Checks	1 Total	582,598.59	Manual	Held	Total	582,598.59

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	LOWE'S		243075 08/20/2024	08/13/2024			1,402.78	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	304-510-752		S40 PVC CONDUIT 2"X10' (17)	994386	07/09/2024		479.57	
	304-510-752		250'12/2 ALUM CABLE	994386	07/09/2024		176.70	
	304-510-752		200A MTR-BRKR COMBO	994386	07/09/2024		217.55	
	304-510-752		20A STD CIRC BRKR (2)	994386	07/09/2024		14.74	
	304-510-752		S40 90DEG PVC ELBOW (2)	994386	07/09/2024		12.68	
	304-510-752		200A OD 8 CIRC MAIN BRKR BOX	995241	07/10/2024		217.34	
	304-510-752		RTN CR: 200A MTR-BRKR COMBO	995240	07/10/2024		-217.55	
	304-510-752		200A 40CIRC OD BRKR-MTR COMBO	981524	07/16/2024		312.55	
	304-510-799		80LB QUIKRETE (40): SIDEWALK	995373	07/22/2024		189.20	
FUND TOTAL 304 Claims	to	Checks	1 Total	1,402.78 Manual		Held	Total	1,402.78

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	H2O INNOVATION OPERATION & MAINTENANCE	243006	08/20/2024	08/05/2024			183,082.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	JUL 2024 MAINT OPS		2024-07	07/31/2024			183,082.50
400	COG DEPOSITORY ACCOUNT	243028	08/20/2024	08/09/2024			131,880.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	JUL 2024 GARBAGE PMTS		07312024	07/31/2024			131,880.68
400	ANSER	243035	08/20/2024	08/09/2024			590.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	BASE RATE:07/31-08/27/24		277-073124	07/31/2024			585.00
	400-650-698	PAPER INVOICE FEE		277-073124	07/31/2024			5.00
400	ARISTA INFORMATION SYSTEMS INC	243036	08/20/2024	08/09/2024			4,797.58	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JUL 2024 PRINTING 2067001		0010342	07/31/2024			1,119.50
	400-650-698	JUL 2024 POSTAGE 2067001		0010342	07/31/2024			3,678.08
400	WM CORPORATE SERVICES INC	243037	08/20/2024	08/09/2024			1,761.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	6/29-7/28/24: TIMBERLANE		8381744768	08/02/2024			1,761.69
400	ELAN FINANCIAL SERVICES	243040	08/20/2024	08/09/2024			431.63	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-535	JACKET (7); T-SHIRT (18)		07182024	07/18/2024			287.68
	400-650-535	3 SEASON JACKET (4)		07182024	07/18/2024			185.35
	400-650-535	RTN CR: JIFFY SHIRTS		07242024	07/26/2024			-41.40
400	C SPIRE WIRELESS	243053	08/20/2024	08/12/2024			146.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	CELL PHONES (3)		0030759348	07/31/2024			146.70
400	FUELMAN	243059	08/20/2024	08/12/2024			204.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP66906889	08/04/2024			204.15
400	FUELMAN	243061	08/20/2024	08/12/2024			267.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP66942322	08/11/2024			267.68
400	AT&T	243071	08/20/2024	08/13/2024			69.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICES		2284972276	08/06/2024			69.18
400	LOWE'S	243076	08/20/2024	08/13/2024			986.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	5G COOLER(2); 32CT WATER(2)		985554	06/25/2024			58.82
	400-650-559	47"SHOVEL;TROWEL(2);WD40 2PK		985554	06/25/2024			36.97
	400-650-559	8CT AAA BTRY; 8CT AA BTRY		985554	06/25/2024			17.06
	400-650-559	BLU PAINT;18CT SWIFFER REFILL		985554	06/25/2024			24.66

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LOWE'S	243076	08/20/2024	08/13/2024			986.70	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	32CT WATER (60)		987345	06/26/2024			360.80
	400-651-683	CONTR 40LB GRASS SEED MIX(3)		992594	06/28/2024			239.34
	400-651-581	PVC BALL VLV(2);UNION SKT(2)		978198	07/03/2024			30.60
	400-651-584	60LB TYPE N MORTAR MIX(5)		998698	07/11/2024			34.50
	400-651-584	8-8-16 NORM WT BLOCK (20)		998698	07/11/2024			49.00
	400-650-559	FIRE ANT KILLER(2);BLU PAINT		970931	07/12/2024			39.82
	400-650-559	WD40 TWIN PACK		970931	07/12/2024			13.28
	400-651-581	WHT PAINT (9): WELLS		983665	07/17/2024			81.85
400	SOUTHERN PIPE & SUPPLY CO INC	243102	08/20/2024	08/14/2024			806.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	P MINI FLOAT W/30' CORD(8)		9554793-01	07/19/2024	240855		336.00
	400-651-584	S MINI FLOAT W/30' CORD(10)		9554793-01	07/19/2024	240855		470.00
400	MICRO METHODS INC	243103	08/20/2024	08/14/2024			330.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	TOTAL COLIFORM: HICKORY HILL		2408171186	08/12/2024	241184		100.00
	400-651-698	EMERGENCY REPR: OVERTIME		2408171186	08/12/2024	241184		200.00
	400-651-698	TOTAL COLIFORM: HICKORY HILL		2408171186	08/12/2024	241184		30.00
400	CONSOLIDATED PIPE & SUPPLY	243106	08/20/2024	08/14/2024			232.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	2.5 SS FULL CIR REPR CLAMP(2)		MS0373474	07/29/2024	241098		232.00
400	CENTRAL PIPE SUPPLY-JACKSON	243108	08/20/2024	08/14/2024			3,776.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	#3256 BRS CORP STOP 3/4 (24)		381378.001	07/31/2024	241120		1,126.80
	400-651-581	#3298 BRS MALE ADPT 3/4 (12)		381378.001	07/31/2024	241120		279.84
	400-651-581	#3302 BRS TEE 3/4X3/4X1 (12)		381378.001	07/31/2024	241120		878.52
	400-651-581	#3257 BRS CORP STOP 1" (12)		381378.001	07/31/2024	241120		852.12
	400-651-581	#1090 BRS MTR CPL 3/4X2.5 (24)		381378.001	07/31/2024	241120		216.48
	400-651-581	BLU TEFLON TAPE 3/4X1429 (27)		381378.001	07/31/2024	241120		169.56
	400-651-581	#5722 S/B FULL CIR 3X12.5 (2)		381378.001	07/31/2024	241120		253.14
400	COAST CHLORINATOR & PUMP CO INC	243109	08/20/2024	08/14/2024			161.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	INSECT SCREEN(14): WATER WELLS		77714	08/01/2024	241122		161.00
400	O'REILLY AUTO PARTS	243111	08/20/2024	08/14/2024			830.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	1 GAL ANTIFREEZE (2)		1978336058	07/09/2024	241046		23.98
	400-651-698	2.5 GAL MOTOR OIL (4)		1978336058	07/09/2024	241046		219.96
	400-650-638	4CB80042 CONTROL ARM: 06750		1978337795	07/25/2024	241108		72.19
	400-650-638	3CB80041 CONTROL ARM: 06750		1978337795	07/25/2024	241108		66.23
	400-650-638	371102 QUICK STRUT: 06750		1978337796	07/25/2024	241109		304.00
	400-650-638	5QT OIL (2): MR TRUCKS		1978337797	07/25/2024	241102		75.90
	400-650-638	QT HI MLG STBLZR (2): MR TRKS		1978337797	07/25/2024	241102		37.98
	400-650-638	OIL FILTER (2): MR TRUCKS		1978337797	07/25/2024	241102		6.70
	400-650-638	AIR FILTER (2): MR TRUCKS		1978337797	07/25/2024	241102		23.72

Docket of Claims
Release date from 08/20/2024 thru 08/20/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY ELECTRIC SUPPLY CO	243118	08/20/2024	08/14/2024			18.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	1.25X.25 FUSE 250V 1A GGC(10)		PAS/096637	07/29/2024	241119		18.40
400	KEEN SOLUTIONS LLC	243120	08/20/2024	08/14/2024			3,171.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	003800 GATLIN MIXER: ION PLANT		K10818	06/21/2024	240769		3,151.00
	400-651-582	FREIGHT		K10818	06/21/2024	240769		20.40
400	KURITA AMERICA INC	243121	08/20/2024	08/14/2024			1,549.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	GAUGE DIFF PRESSURE #24-0968		INV834879	07/25/2024	241121		1,030.00
	400-651-582	GAUGE ALUM/BUNA-N #24-0973		INV834879	07/25/2024	241121		502.00
	400-651-582	FREIGHT: ION PLANT		INV834879	07/25/2024	241121		17.12
400	PERKINS TIRE & POLARIS	243126	08/20/2024	08/14/2024			1,374.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-638	265/70-16 GY WRG (4): 06750		62285	07/30/2024	241106		461.36
	400-650-638	INSTALL PACKAGE		62285	07/30/2024	241106		116.00
	400-650-638	WHEEL ALIGNMENT		62285	07/30/2024	241106		110.00
	400-650-638	265/70-16 GY WRG (4): 06830		62328	07/30/2024	241106		461.36
	400-650-638	INSTALL PACKAGE		62328	07/30/2024	241106		116.00
	400-650-638	WHEEL ALIGNMENT		62328	07/30/2024	241106		110.00
400	HENZE ENTERPRISES INC	243132	08/20/2024	08/15/2024			1,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	14CY FILL: DRAINAGE-OST		33044	08/02/2024			210.00
	400-651-585	7 CY RAP: W/S CROSSING		33044	08/02/2024			280.00
	400-651-585	7 CY FILL: WTR LK-BLUFF PT		33044	08/02/2024			105.00
	400-651-585	7 CY RAP: WTR LK-BLUFF PT		33044	08/02/2024			315.00
	400-651-585	1 CY TOPSOIL: WTR LK-POWELLS		33044	08/02/2024			20.00
	400-651-683	1 CY RAP: DRAINAGE-OST		33044	08/02/2024			40.00
	400-651-683	2 CY CRSH CONCRETE: DRNG-OST		33044	08/02/2024			80.00
	400-651-683	4 CY RAP: CULVERT-HWY 90		33044	08/02/2024			160.00
	400-651-585	7 CY MSN SAND:SWR TAP-HOMESTD		33044	08/02/2024			210.00
	400-651-585	1 CY TOPSOIL: W/S		33044	08/02/2024			20.00
	400-651-683	4 CY FILL: DRAINAGE-BONITA		33044	08/02/2024			60.00
FUND TOTAL 400 Claims		to	Checks	22 Total	337,968.25 Manual	Held	Total	337,968.25

Docket of Claims
Release date from 08/20/2024 thru 08/20/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	243008	08/20/2024	08/05/2024			106,058.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	JUL 2024 RES GARBAGE (6313)		0001408941	07/31/2024		106,058.40	
FUND TOTAL 404 Claims	to	Checks	1 Total	106,058.40	Manual	Held	Total	106,058.40

Docket of Claims
Release date from 08/20/2024 thru 08/20/2024

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	66 Total	96,257.57 Manual	Held	Total	96,257.57
FUND 3 Claims	to	Checks	1 Total	231,842.46 Manual	Held	Total	231,842.46
FUND 4 Claims	to	Checks	5 Total	7,890.86 Manual	Held	Total	7,890.86
FUND 130 Claims	to	Checks	1 Total	52,856.52 Manual	Held	Total	52,856.52
FUND 156 Claims	to	Checks	4 Total	4,030.36 Manual	Held	Total	4,030.36
FUND 171 Claims	to	Checks	2 Total	5,494.23 Manual	Held	Total	5,494.23
FUND 176 Claims	to	Checks	4 Total	2,092.28 Manual	Held	Total	2,092.28
FUND 177 Claims	to	Checks	1 Total	582,598.59 Manual	Held	Total	582,598.59
FUND 304 Claims	to	Checks	1 Total	1,402.78 Manual	Held	Total	1,402.78
FUND 400 Claims	to	Checks	22 Total	337,968.25 Manual	Held	Total	337,968.25
FUND 404 Claims	to	Checks	1 Total	106,058.40 Manual	Held	Total	106,058.40

Total for all Funds		Checks	108 Total	1,428,492.30 Manual	Held	Total	1,428,492.30

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

Council Meeting:

August 20, 2024

Title:

Selection of Solid Waste Provider

Introduced by:

Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Selection of Solid Waste Provider

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:

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

Council Meeting: August 20, 2024
Title: Approval of Minutes from the Regular Council Meeting held August 6, 2024

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

Summary Explanation: Approval of Minutes from the Regular Council Meeting held August 6, 2024

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Regular Council Meeting held August 6, 2024 are hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 20, 2024.

Tuesday
August 6, 2024
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held August 6, 2024 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

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

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
August 6, 2024 @ 6:30 PM

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Farmer's Market will be August 10th, starting at 8am at the former Singing River Mall Property.
2. Tasty Thursday will be August 22nd, starting at 11am at the former Singing River Mall Property.

IV. Presentation Agenda

V. Business Agenda

1. Discussion regarding the appointment of Victoria Hoover as Civil Service Commissioner

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Creation, defunding, and funding of specified positions, and approval of the Revised Schedule of Authorized Positions

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consider a request for a four hundred seventy-seven (477) square foot variance for a dwelling in an AG Agricultural Zoning District located at 5900 Brown Road, (GPC #24-17-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Consider a request for a seventeen (17) square foot variance to sign square footage requirements previously approved as a Special Exception in a R-1 Low Density Single-Family Residential Zoning District, located at 3001 Ladnier Road, (GPC #24-25-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Consider a request for a Special Exception that would allow a mobile home in a R-1 Low Density Single-Family Residential Zoning District. 2132 Dailey Road, (GPC #24-20-SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Consideration of a Special Exception that would allow an accessory building without a primary structure in a R-1 Low Density Single-Family Residential Zoning District, located at 913 Roys Road, (GPC 24-24-SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. Consideration of a Conditional Use-Major Permit that would allow a Recreational Vehicle (RV) in a Mobile Home Park in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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8. Consideration of a Conditional Use-Major Permit that would allow a recreational vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District. (GPC #24-23-CU)

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

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

1. Approval of Minutes from Recessed Council Meeting held July 16, 2024
2. Receive June 2024 Finance Reports
3. Approval of the Professional Services Agreement between the City of Gautier and Jackson County Circuit Clerk's office
4. Approval of the final pay application and other closeout documents for the Town Commons Phase II B Great Lawn Site Work Project
5. Authorization to submit an application to the Mississippi Arts Commission for the Mississippi Songwriters Hall of Fame and Performing Arts Center
6. Authorization to submit an application to the Mississippi Development Authority for FY2025 Tourism Development Grant Program
7. Authorization to accept the donation of two inflatable boats, two motors, and one boat trailer for the Gautier Fire Department from Philadelphia Fire and Rescue
8. Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event
9. Approval of water and sewer adjustments for August 2024 in the amount of \$39,397.39
10. Authorization to remove broken equipment from the City of Gautier's inventory
11. Approval of the CivicPlus (CivicEngage) Agreement Renewal and Addendum, and authorize the City Clerk to pay upon approval
12. 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

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 August 20, 2024 at 6:30pm
www.gautier-ms.gov

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

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

Announcements

1. Farmer's Market will be August 10th, starting at 8am at the former Singing River Mall Property.
 2. Tasty Thursday will be August 22nd, starting at 11am at the former Singing River Mall Property.
 3. The ribbon cutting for the City of Gautier's Inclusion Playground will be Tuesday, August 13th, beginning at 5:30pm at Town Commons Park.
-

Presentation

None



****NEW LOCATION ****

Come be a part of the

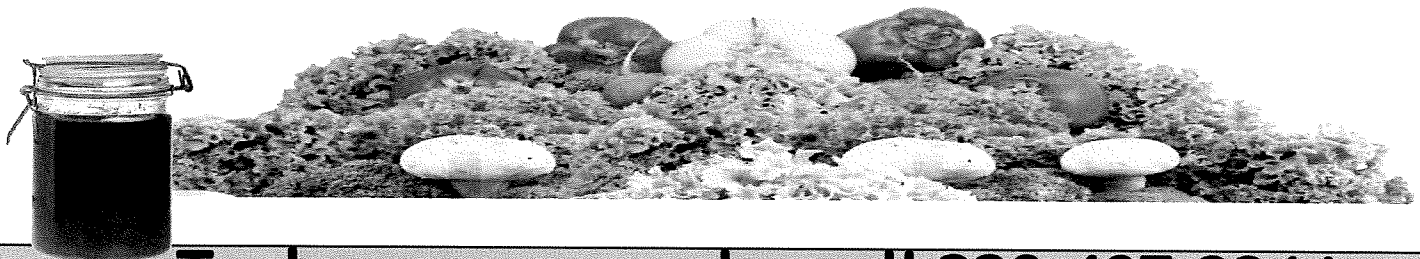


GAUTIER
MISSISSIPPI

FARMER'S **MARKET**

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

FORMER SINGING RIVER MALL PROPERTY 2800 HWY 90



To become a vendor call 228-497-2244





GAUTIER PRESENTS

TASTY

THURSDAY!

4TH

THUR.

11 AM



**GOOD EATS
FROM AWESOME
FOOD TRUCKS**

**SINGING RIVER MALL PROPERTY
2800 HWY 90 GAUTIER, MS**

Councilman Elbin made the motion to appoint Victoria Hoover as Civil Service Commissioner, as presented. Councilman Anderson seconded the motion. The vote was carried unanimously. Councilman Jackson abstained from the vote.

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

ORDER NUMBER 607-2024

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the appointment of Victoria Hoover as Civil Service Commissioner is hereby approved.

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

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

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

NAYS: **None**

ABSTAIN: **Richard Jackson**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2024.

Councilman Colledge made the motion to approve the creation, defunding, and funding of specified positions, and Revised Schedule of Authorized Positions, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDINANCE NUMBER 277-2024

ORDINANCE APPROVING CREATION, DEFUNDING, AND FUNDING OF SPECIFIED POSITIONS, AND A REVISED SCHEDULE OF AUTHORIZED POSITIONS

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; PURSUANT TO MISSISSIPPI ANNOTATED CODE 21-9-45, AUTHORIZING THE CITY COUNCIL TO CREATE, DEFUND, AND FUND SPECIFIED POSITIONS, AND TO APPROVE THE REVISED SCHEDULE OF AUTHORIZED POSITIONS.

WHEREAS, the City Manager has recommended creation and funding of the following positions pursuant to Miss. Code Ann. 21-9-45:

1. Judicial Department
 - a. Fund Public Defender (Part time)
2. Planning Department
 - a. Defund Mechanic Grade 15
 - b. Create Maintenance Helper Grade 9

WHEREAS, the City Manager recommends the approval of the attached Revised Schedule of Authorized Positions including the necessary funding/defunding to reflect these changes;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE CODE OF ORDINANCES OF THE CITY OF GAUTIER IS AMENDED AS FOLLOWS:

SECTION 1. Authority & Intent

- A. The Gautier City Council held a public meeting on August 6, 2024, to consider creation, defunding, and funding of specified positions, and the Revised Schedule of Authorized Positions.

SECTION 2.

- A. The Gautier City Council creates or funds the following positions:
 1. Judicial Department
 - a. Public Defender (Part time)
 2. Planning Department
 - a. Maintenance Helper Grade 9
- B. The Gautier City Council reclassifies the following positions:
 1. None
- C. The Gautier City Council eliminates or defunds the following positions:

1. Planning Department
 - a. Mechanic Grade 15 (defund)

D. The Official Schedule of Authorized Positions shall be amended as Attached.

SECTION 3. This Article shall be effective upon advertisement and adoption, pursuant to Mississippi Annotated Code.

Thereupon, upon motion duly made by **Councilman Colledge**, seconded by **Councilman George** to adopt the foregoing ordinance and received the following votes:

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

NAYS: None

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the 6th day of August 2024.

Casey Vaughan, Mayor

Attest: _____
Teresa L Montgomery
City Clerk

The Ordinance and Schedule of Authorized Positions will be available for viewing at Gautier City Hall, Gautier Public Library and Gautier Utilities Department.

SCHEDULE OF AUTHORIZED POSITIONS AUGUST 06 2024

DEPARTMENT	PAY SCALE	PAY GRADE	FULL TIME	PART TIME	RESERVE (Not Paid)
JUDICIAL DEPARTMENT					
City Judge	N/A	N/A		1	
Public Defender				1	
Total Funded				1	
Total Non-Funded				1	
EXECUTIVE DEPARTMENT					
City Manager	N/A	N/A	1		
Administrative Assistant III	2080	11	Unfunded (1)		
Economic Developer			Unfunded (1)		
Total Funded			1		
Total Non-Funded			2		
GRANTS AND PROJECTS DEPT.					
Director	2080	22	1		
Media Coordinator	2080	18	1		
Project Specialist	2080	15	1		
Total Funded			3		
RECREATION DEPT.					
Director	2080	22	1		
Recreation Coordinator	2080	17	1		
Athletics Manager	2080	15	1		
Parks Supervisor	2080	14	1		
Crew Leader-Grounds/Maint Ops	2080	12	1		
Grounds-Maintenance Operator	2080	8	4		
Grounds-Maintenance Operator	2080	8	Unfunded (1)		
Custodian	2080	8	1		
Administrative Assistant I	2080	9	1		
Park Attendant	2080	8	1		
PT-Temp Grounds-Maint Operator	N/A	N/A		1	
Park Attendant	N/A	N/A		Unfunded (1)	
Student Administrative Clerk	N/A	N/A		Unfunded (1)	
Total Funded			12	1	
Total Non-Funded			1	2	
HUMAN RESOURCES DEPARTMENT					
Director			Unfunded (1)		
HR Specialist	2080	15	1		
Total Funded			1		
Total Non-Funded			1		

CITY CLERK DEPARTMENT

City Clerk/Comptroller	2080	22	1
Assistant Comptroller	2080	19	1
Deputy City Clerk II	2080	16	1
Deputy City Clerk I	2080	15	1
Purchasing Agent	2080	14	1
Accounting Generalist	2080	12	Unfunded (1)
Administrative Assistant I	2080	9	1

Court Division

Court Clerk	2080	17	1
Deputy Court Clerk II	2080	10	1
Deputy Court Clerk I	2080	9	1

Total Funded**9****Total Non-Funded****1**

PLANNING DEPARTMENT

Director/Building Official	2080	22	1
Planning Technician	2080	12	1
Building and Code Inspector	2080	17	1
Code Enforcement Officer	2080	11	3
Code Enforcement Officer	2080	11	Unfunded (1)
Administrative Assistant I	2080	9	1

Maintenance Division

Head Mechanic	2080	18	1
Mechanic	2080	15	Unfunded (1)
Multi-Craft Maintenance Worker	2080	18	1
Maintenance Helper	2080	9	2

Total Funded**11****Total Non-Funded****1**

POLICE DEPARTMENT

Police Chief	2080 A	22	1
Deputy Chief	2080 A	21	1
Captain	2080	15	2
Administrative Assistant IV	2080 A	14	1
Records Clerk	2080 A	8	1

CID

Lieutenant	2080	14	1
Sergeant	2080	13	1
Detective	2080	12	3
FBI Task Force Officer	2080	12	1
DEA Task Force Officer	2080	12	1
Narcotics Officer	2080	12	1
Crime Prevention Officer	2080	12	1

Patrol

Patrol Lieutenant	2184	11	4
Patrol Sergeant	2184	10S	4
Patrol Officer	2184	9 or 10*	16
Patrol Officer	2184	9 or 10*	Unfunded (4)
TAC Officer	2080 A	14	1
Dispatcher	2184	8	8
Animal Control Officer	2080 A	11	1

Traffic

Traffic Sergeant	2080	10S	1
Traffic Officer	2080	10	2
Traffic Officer	2080	10	Unfunded (2)
School Crossing Guard	N/A	N/A	4
Reserve Officer	N/A	N/A	21
Total Funded			52
Total Non-Funded			6

* Probationary Officer Grade 9

FIRE DEPARTMENT

Fire Chief	2080 A	22	1
Deputy Fire Chief/Fire Marshall	2080 A	21	1
Fire Training Chief	2080 A	18	1
Battalion Chief	2600	12	3
Captain	2600	11	12
Firefighter	2600	10	21
Firefighter	2600	10	Unfunded (3)
Firefighter - Part Time	N/A	N/A	9
Total Funded			39
Total Non-Funded			3

PUBLIC WORKS DEPARTMENT

Director	2080	22	1
<u>Utility Services Division</u>			
Utility Services Manager	2080	18	1
Utility Billing Supervisor	2080	15	1
Utility Billing Clerk	2080	12	1
Customer Service Representative	2080	8	3
Meter Reader Crew Leader	2080	10	1
Meter Reader	2080	9	3
Total Funded			11

<u>Summary of Authorized Positions</u>	<u>Full Time</u>	<u>Part Time</u>	<u>Reserve Positions</u>
Judicial: Funded		2	
Judicial: Non-funded			
Executive Dept: Funded	1		
Executive Dept: Non-funded	2		
Grants and Projects Dept	3		
Recreation Dept	12	1	
Recreation Dept: Non-funded	1	2	
Human Resources Dept: Funded	1		
Human Resources Dept: Non-funded	1		
City Clerk Dept	9		
City Clerk Dept: Non-funded	1		
Planning Dept: Funded	11		
Planning Dept: Non-funded	1		
Police Department: Funded	52	4	21
Police Department: Non-funded	6		
Fire Dept: Funded	39	9	
Fire Dept: Non-funded	3		
Public Works: Funded	11		
TOTAL	139	16	21
TOTAL NON-FUNDED	15	2	

Councilman Colledge made the motion to accept the Planning Commission's recommendation, as presented, and deny the request for a four hundred seventy-seven (477) square foot variance for a dwelling in an AG Agricultural Zoning District located at 5900 Brown Road, (GPC #24-17-VAR) (PID#82429350.000). Councilman George seconded the motion. The vote was carried unanimously.

Councilman Jackson made the motion to approve the Planning Commission's recommendation, as presented, and approve the request for a seventeen (17) square foot variance to sign square footage requirements, as previously approved as a Special Exception in a R-1 Low Density Single-Family Residential Zoning District, located at 3001 Ladnier Road, (GPC #24-25-VAR) (PID#85106184.000). Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 608-2024

WHEREAS, the Planning Department received a request from PROMISS, located at 3001 Ladnier Road, (PID #85106184.000) for a seventeen (17) square foot variance to sign square footage requirements; and

WHEREAS, in August 2006, a Conditional Use was approved for PROMISS, a non-profit Pregnancy Resource Center, that would allow them to be located in an R-1 Single Family Residential Zone at 3001 Ladnier Road; and

WHEREAS, one of the conditions placed on the approval of the Conditional Use was that the only sign allowed would be what was approved for a Home Occupation, which was one unanimated, non-illuminated sign not to exceed one square foot in area mounted flush against the main building; and

WHEREAS, the applicant would like to have an eighteen (18) square foot sign that would be mounted against the main building. In order to comply, the applicants will need a seventeen (17) square foot variance to the signage that was allowed when she was granted the Conditional Use; and

WHEREAS, Planning Commission conducted a public hearing on this request and recommended approval of the request;

WHEREAS, based on the information presented to the Council, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance have been met in this case;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby adopts the Gautier Planning Commission's recommendation to approve this variance;

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 07/31/2024
Subject: Consider a request for a seventeen (17) square foot variance to sign square footage requirements previously approved as a Special Exception located in a R-1 Low Density Single-Family Residential Zoning District. 3001 Ladnier Road, (GPC #24-25-VAR)

REQUEST:

The Planning Department has received a request from PROMISS for a seventeen (17) square foot variance to sign square footage requirements previously approved as a Special Exception located in a R-1 Low Density Single-Family Residential Zoning District at 3001 Ladnier Road, PID #85106184.000 (GPC #24-25-VAR). The application fee of \$175 was paid on May 21, 2024. All public notice requirements have been met.

BACKGROUND:

In August 2006, a Conditional Use was approved for PROMISS, a non-profit Pregnancy Resource Center, that would allow them to be located in an R-1 Single Family Residential Zone at 3001 Ladnier Road. One of the conditions placed on the approval of the Conditional Use was that the only sign allowed would be what was allowed for a Home Occupation which was one unanimated, non-illuminated sign not to exceed one square foot in area mounted flush against the main building. The applicant is asking to be allowed to put up an eighteen square foot sign that would be mounted against the main building.

DISCUSSION:

The applicant is asking for a 17 square foot variance to the signage that was allowed when she was granted the Conditional Use.

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION:

The Planning Commission recommends that City Council approve the variance as presented.

The City Council may:

Approve the variance request as presented;

Approve the variance request with changes; or

Deny variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 7.11.24 (#24-25-VAR)
2. Complete Packet 24-25-VAR

Excerpt from July 11, 2024, Planning Commission Meeting:

The Planning Department has received a request for a seventeen (17) square foot variance to sign square footage requirements previously approved as a Special Exception located in a R-1 Low Density Single-Family Residential Zoning District at 3001 Ladnier Road, (GPC #24-25-VAR)

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

REQUEST:

The Planning Department has received a request from PROMISS for a seventeen (17) square foot variance to sign square footage requirements previously approved as a Special Exception located in a R-1 Low Density Single-Family Residential Zoning District at 3001 Ladnier Road, PID #85106184.000 (GPC #24-25-VAR). The application fee of \$175 was paid on May 21, 2024. All public notice requirements have been met.

BACKGROUND:

In August 2006, a Conditional Use was approved for PROMISS, a non-profit Pregnancy Resource Center, that would allow them to be located in an R-1 Single Family Residential Zone at 3001 Ladnier Road. One of the conditions placed on the approval of the Conditional Use was that the only sign allowed would be what was allowed for a Home Occupation which was one unanimated, non-illuminated sign not to exceed one square foot in area mounted flush against the main building. The applicant is asking to be allowed to put up an eighteen square foot sign that would be mounted against the main building.

DISCUSSION:

The applicant is asking for a 17 square foot variance to the signage that was allowed when she was granted the Conditional Use.

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Jamison asked the applicant to present her case.

Rachel Nilsen, Director of PROMISS, explained that they were an outreach ministry of churches throughout Jackson and George County and that all their support is from churches and individuals in the community. They are also a member agency of United Way. All their services are free. They have been in Gautier since 2006 when they purchased the property at 3001 Ladnier. They currently have a 1' x 1' sign with their logo but are wanting the larger sign, that would contain their phone number, so more people would be aware they were there. There is a large space on the building that would allow for a 6' x 3' sign. They are wanting a simple black and white sign that would be visible with their phone number. She said she had CupitSigns look at the property and they recommended a 6' x 3' sign that would fit on the wall to the left of the door.

Chairman Jamison asked if there was anyone present in support of the request. Quite a few people raised their hand but didn't necessarily want to speak. There were none in opposition.

Commissioner Hoover asked if the new sign would be illuminated at nighttime.

Ms. Nilsen said they had thought about a small spotlight at night.

Commissioner Hudson stated that a few years ago he noticed they had another sign there.

Ms. Nilsen said they did have a banner that they were bringing in and out, and also two yard sale size signs.

Commissioner Davis said there apparently were no problems with the banner sign other than it having not been approved. The new sign would be neater and more effective than the previous signs, and it would be on the building not in the yard.

ACTION TAKEN:

Chairman Jamison made a motion to recommend that the City Council approve the variance as presented.

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

AYES: **Kay C. Jamison**
 Joshua Ward
 DeAnna McManus
 Maurice Hudson
 Chris Hoover
 William Davis

ABSENT: **Ricky Decoteau**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

July 11, 2024

GPC #24-25-VAR

3001 Ladnier Road

VII. NEW BUSINESS

7. Consider a request for a seventeen (17) square foot variance to sign square footage requirements previously approved as a Special Exception located in a R-1 Low Density Single-Family Residential Zoning District. 3001 Ladnier Road, (GPC #24-25-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: July 3, 2024

Subject: Consider a request for a seventeen (17) square foot variance to sign square footage requirements previously approved as a Special Exception located in a R-1 Low Density Single-Family Residential Zoning District at 3001 Ladnier Road, (GPC #24-25-VAR)

REQUEST:

The Planning Department has received a request from PROMISS for a seventeen (17) square foot variance to sign square footage requirements previously approved as a Special Exception located in a R-1 Low Density Single-Family Residential Zoning District at 3001 Ladnier Road, PID #85106184.000 (GPC #24-25-VAR). The application fee of \$175 was paid on May 21, 2024. All public notice requirements have been met.

BACKGROUND:

In August 2006, a Conditional Use was approved for PROMISS, a non-profit Pregnancy Resource Center, that would allow them to be located in an R-1 Single Family Residential Zone at 3001 Ladnier Road. One of the conditions placed on the approval of the Conditional Use was that the only sign allowed would be what was allowed for a Home Occupation which was one unanimated, non-illuminated sign not to exceed one square foot in area mounted flush against the main building. The applicant is asking to be allowed to put up an eighteen square foot sign that would be mounted against the main building.

DISCUSSION:

The applicant is asking for a 17 square foot variance to the signage that was allowed when she was granted the Conditional Use.

DETERMINATION OF APPLICABLE LAW:

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

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance

would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

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UDO SECTION 4.18: Variance

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

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

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4.18.2 Application for Variance

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

24-25-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Variance _____

\$176.00

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

Name of Applicant: Raehele K. Nilsen

Name of Business: PROMISS Phone: 228-297-6477

Property Address: 3001 Ladnier Rd. Mailing Address (if Different): P.O. BOX 1226 Gautier

E-Mail Address: Contactpromiss@gmail.com

Reason for request, location and intended use of Property: Request Variance for Signage - Advertising of Business, Property Address 17sf Variance

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: Raehele K. Nilsen Date of Application: 4-22-24

FOR OFFICE USE ONLY

Date Received 5/21/24 Verify as Complete BL/SAFee Amount Received 176.00 Initials of Employee Receiving Application Balus

OWNERS CONSENT AND DESIGNATION OF AGENCY - VARIANCE

I, Rachel K. Nilsen, Director, the fee simple owner of the following described property (give legal description):

Lot 184 of College Park West Subdivision as per map or plot thereof recorded in Book 12, Page 37, Records of Plots of Jackson County, Mississippi.

hereby petition to the City of Gautier to Grant a Variance of Dimension / Requirements from 1ft by 1ft to 6ft by 9ft for sign located at 3001 Zachner Rd. Gaubee in _____

and affirm that Rachel Nilsen is hereby designated to act as agent on my behalf to accomplish the above.

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

Rachel K. Nilsen
(Owner's Signature)

The foregoing instrument was acknowledged before me this 21 day of May, 2024 by Rachel Nilsen who is personally known to me or has produced AL DL as identification and who did take an oath.

Shanta Butler
(Printed Name of Notary Public)

Shanta Butler
(Signature of Notary Public)



Commission # 168557. My commission expires 11/26/2027

VARIANCE

Criteria for Approval

1. What special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels), or structures or buildings in the same district?
 PROMISS provides free support to expectant parents and received a special use permit to operate at property address previously described. Original conditional use says 1ft x 1ft sign. We request larger signage to advertise services.
2. Are these special conditions and circumstances a result of your actions? Explain.
 PROMISS provides at no cost support that families in Gautier and Jackson Co. need, including diapers, wipes, and baby clothing for support of their developing babies and toddlers. We wish to have signage that they can see from Ladner.
3. How will the literal interpretation of the provisions of this Ordinance deprive you of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? Explain.
 This request is made not because the ordinance deprives PROMISS of any rights, but because we want families in Gautier who need our services to see that we are available to help them. Thank you!
4. Will the granting of the Variance requested confer upon you any special privilege that is denied by this Ordinance to other similar sites (lots or parcels), structures or buildings in the same district? Explain.
 We are located in a residential zone. We are not aware if our request is a privilege denied by the Ordinance to other parcels. We were just informed that to get larger signage than 7ft by 7ft, we needed to request a variance. Thank you.

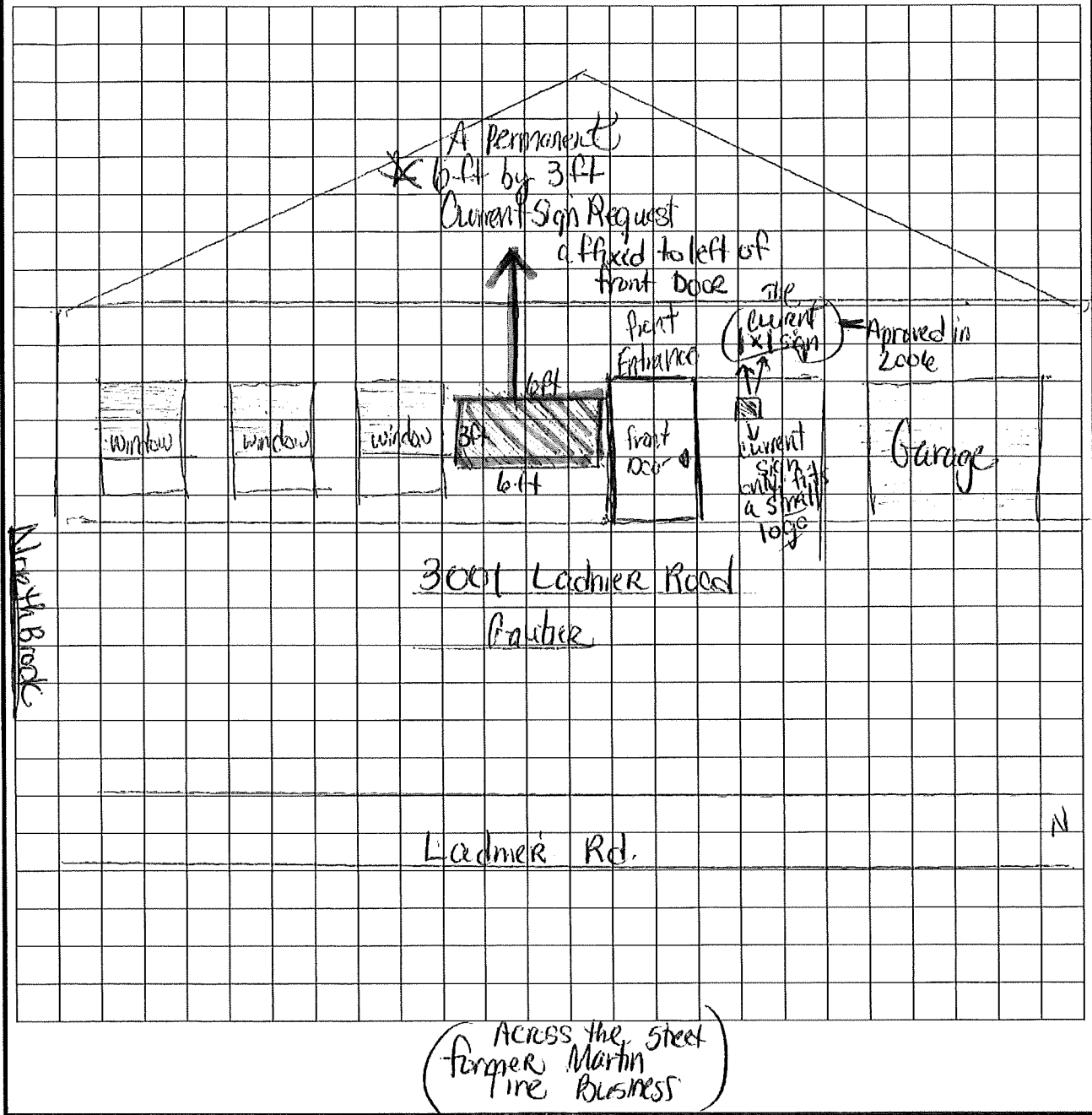
NARRATIVE

The Promise Center provides free diapers, wipes, formula, baby clothing, parenting/prenatal lessons, pregnancy tests, and prenatal counseling to families in Gwinnett and the MS Gulf Coast.

We received a special use permit in 2006 to operate our non-profit program. At the time, since we did not address our signage need during the hearing, we were given approval for a 1ft by 1ft sign, since that is the dimension in the ordinance for buildings in a residential^{zone}. We thought this ordinance applied to permanent signage, not yard signs that are mobile, like small campaign signs that are placed on many residential properties or a banner removed when we are not on site. After being informed by the Code Enforcement officer that we were violating the original 1ft by 1ft signage, we removed all signage from our property to comply. However, families needing free support for their babies can no longer see we are available for them when they travel Ladner Rd. We request a permanent 6ft by 3ft sign to be affixed directly to the left of our door, on the brick facing of our center as described in Diagram.

Thank you kindly Anna D. M.D.

Variance Signage Request DIAGRAM



The Sign would be Affixed Directly to Brick Facing in Space Located to left of front Door Entrance and just right of the first window closest to the front Door. It would provide our Name + Phone, and Telephone Number in Font Large enough for visibility from Ladner Road.
Thank you.

6/6



See "Diagram"
New
Sign
6ft by 3ft
Variance
Request
(Visible to
Ladnier
Rd.)

(Current
Sign
1ft by 1ft
sign)

85106184.000 PREGNANCY RESOURCES OF MS

PIDN: 85106184.000

GISP: 871.02-01-0274.00

Owner Information

Percent of Ownership: 100

Name: PREGNANCY RESOURCES OF MS

Name 2:

Mailing Address: PO BOX 1226

GAUTIER MS

39553

Site Address: 3001 LADNIER RD GAUTIER

Land Information

Section: 2

Acreage: 0

Township: 8

Range: 7

Street Name LADNIER
RD

Value and Tax Information

Total Assessed Value: 0

Total Appraised Value: 60669

Improvement Value: 58159

Land Value: 2510

Tax Amount: 0

SQ FT: 1194

Year Built: 1970

Legal Description

Description: LOT 184 COLLEGE PARK WEST S/D PB

12-37 SEC 13/14-8-7 DB 1448-805

(274 MAP871.02-01)

Deed Book / Page: 1448 / 805

85106184.000 PREGNANCY RESOURCES OF MS



Jackson County GIS

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

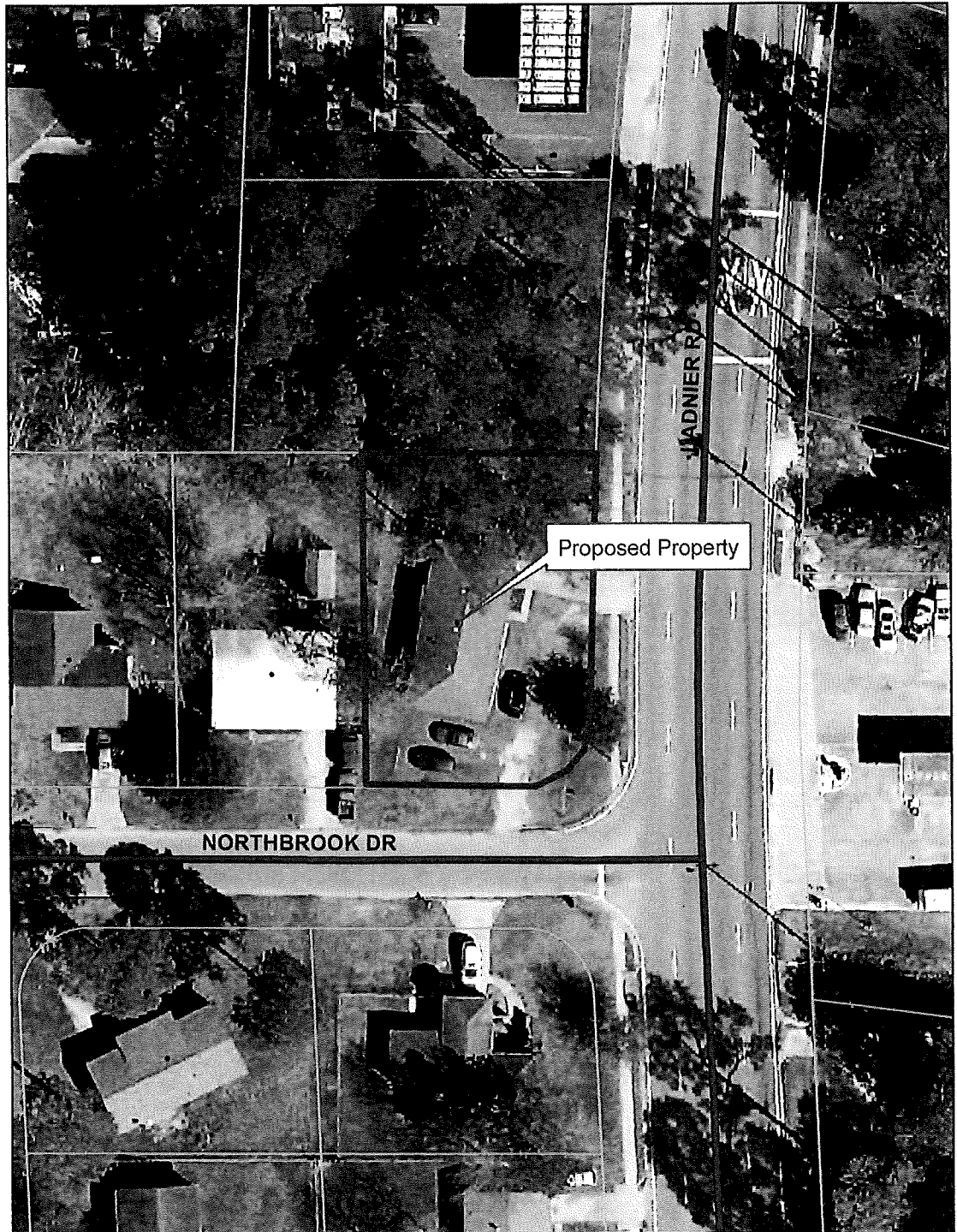


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

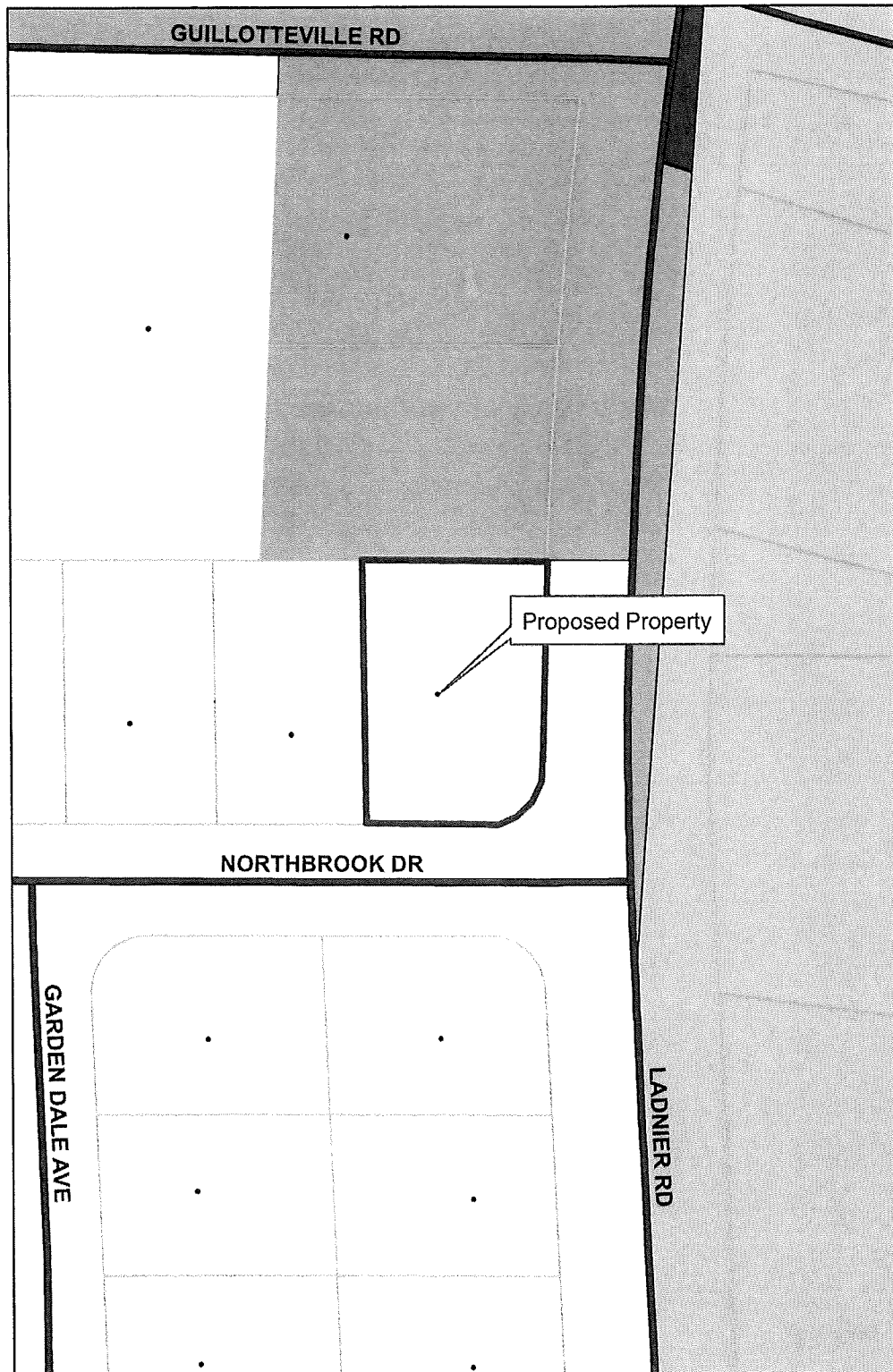


Exhibit C

Existing Land-Use

Prepared by:

City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

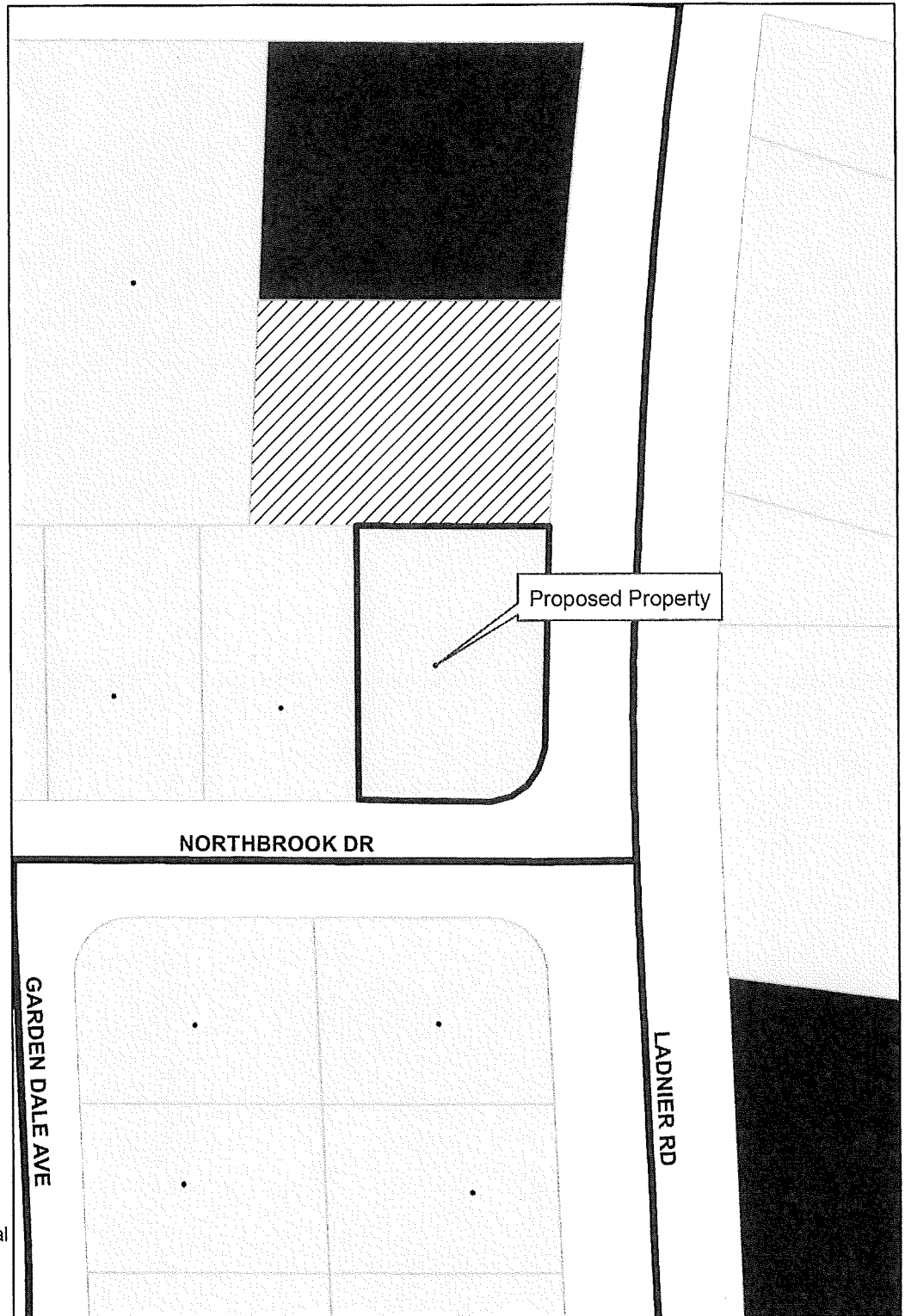


Exhibit D

Future Land-Use

Prepared By:

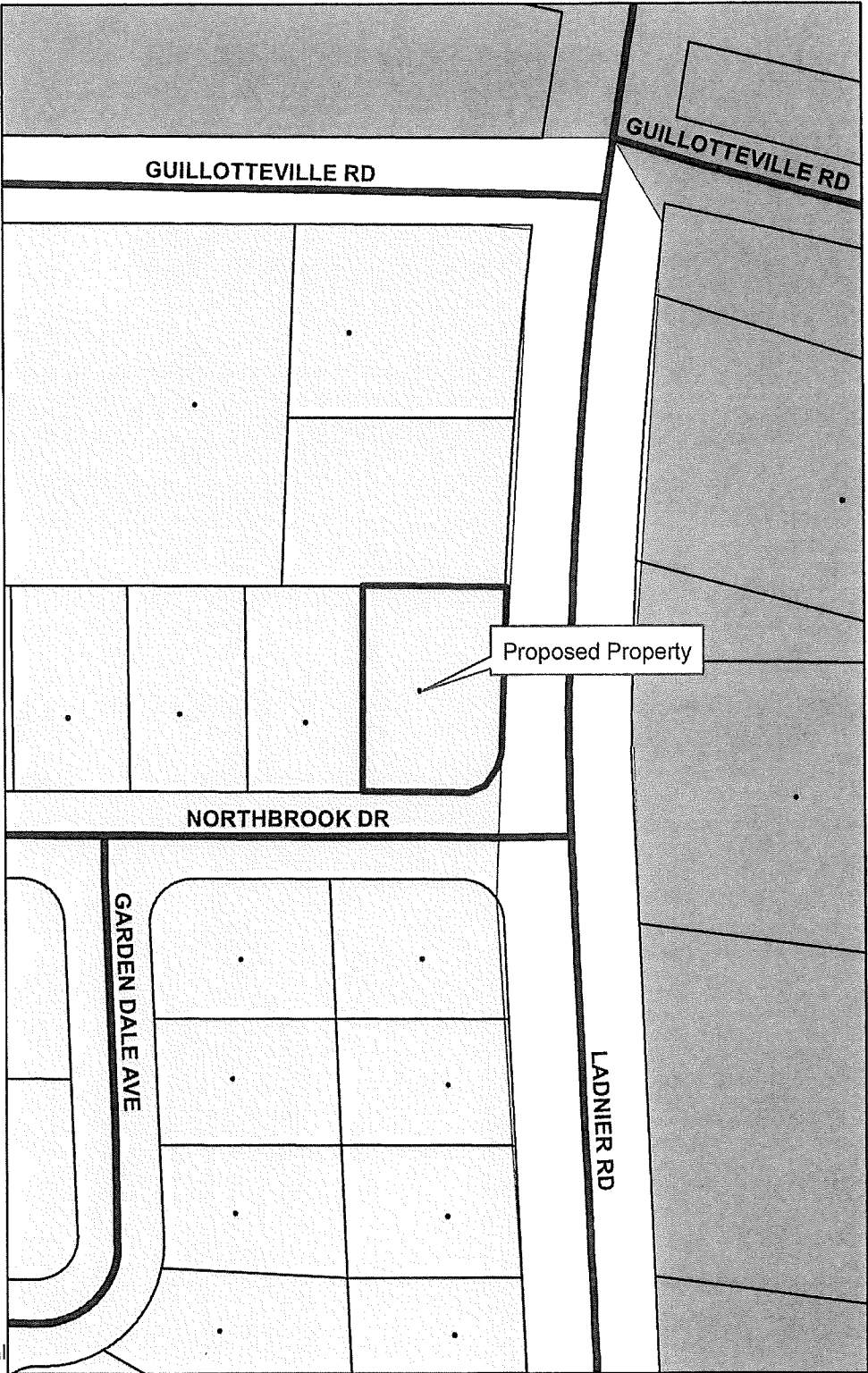
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



Councilman Colledge made the motion to accept the Planning Commission's recommendation, as presented, and approve the Special Exception that would allow a mobile home to be located in an R-1 Low Density Single-Family Residential Zoning District, located at 2132 Dailey Road, (GPC 24-20-SE) (PID#85700145.000). Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 609-2024

**CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 24-20-SE
2132 DAILEY ROAD – SPECIAL EXCEPTION THAT WOULD ALLOW A
MOBILE HOME IN A R-1 LOW DENSITY SINGLE-FAMILY
RESIDENTIAL ZONING DISTRICT
REGARDING PARCEL ID NO: 85700145.000**

WHEREAS, an application for a Special Exception Permit that would allow a Mobile Home in a R-1 Low Density Single-Family Zoning District was submitted by Fernando Rodriguez; and

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

WHEREAS, the parcel subject to this Permit is located at 1232 Dailey Road; and

WHEREAS, after due public notice, Planning Commission, at its July 11, 2024 meeting, held a public hearing on this matter; and

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

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

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

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

IT IS THEREFORE ORDERED that the Mayor and City Council accepts the recommendation of the Planning Commission and approves the application submitted by Fernando Rodriguez on May 3, 2024 for a Special Exception Permit.

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

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 07/31/2024
Subject: Consider a request for a Special Exception that would allow a mobile home in a R-1 Low Density Single-Family Residential Zoning District. 2132 Dailey Road, (GPC #24-20-SE)

REQUEST:

The Planning Department has received a request from Fernando Rodriguez for a Special Exception that would allow a mobile home in a R-1 Low Density Single-Family Residential Zoning District at 2132 Dailey Road, PID #85700145.000 (GPC #24-20-SE). The application fee of \$250 was paid on May 3, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.
Location: 2132 Dailey Road, PID #85700145.000 (See Exhibit A)
General features of the proposed project: Lot Size: 0.34 acres
Existing mobile home on property
Potable Water and Wastewater Services: Available at current location
Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
Current Surrounding Existing Land Use (See Exhibit C): Residential, Vacant, Mobile Homes
Comprehensive Plan Future Land Use Designation (See Exhibit D) Medium Density Residential
Comprehensive Plan Future Land Use Designation (See Exhibit D): Medium Density Residential.

DISCUSSION:

DISCUSSION:

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

Applicant Response: *I got the property using all my savings with the intention to set my mother in a free and clear of worries environment in the City of Gautier,*

Staff Finding: *There are currently other Mobile Homes existing in the immediate area in the same zoning district.*

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

Applicant Response: *By allowing my mobile home to stay on the property would not affect any neighbors at all. Seems like many of the homes nearby are mobile homes as well.*

Staff Finding: *Future Land Use designation is Medium Density Residential.*

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

Applicant Response: *I am not sure how to respond to that. I did get the property not knowing much about it.*

Staff Finding: *Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another. Special Exception

requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.

A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4) Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:

The property changes ownership

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

The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

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

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

RECOMMENDATION:

The Planning Commission recommends that City Council approve the Special Exception as presented.

The City Council may:

Approve the Special Exception;

Approve the Special Exception with changes; or

Deny the Special Exception.

ATTACHMENTS:

1. Excerpt GPC Meeting 7.11.24 (#24-20-SE)
2. Complete Packet 24-20-SE

Excerpt from July 11, 2024, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception that would allow a mobile home in a R-1 Low Density Single-Family Residential Zoning District at 2132 Dailey Road, (GPC #24-20-SE)

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

REQUEST:

The Planning Department has received a request from Fernando Rodriguez for a Special Exception that would allow a mobile home in a R-1 Low Density Single-Family Residential Zoning District at 2132 Dailey Road, PID #85700145.000 (GPC #24-20-SE). The application fee of \$250 was paid on May 3, 2024. All public notice requirements have been met.

BACKGROUND:

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

1. Location: 2132 Dailey Road, PID #85700145.000 (See Exhibit A)
2. General features of the proposed project:
 - Lot Size: 0.34 acres
 - Existing mobile home on property
3. Potable Water and Wastewater Services: Available at current location
4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
5. Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
6. Current Surrounding Existing Land Use (See Exhibit C): Residential, Vacant, Mobile Homes
7. Comprehensive Plan Future Land Use Designation (See Exhibit D) Medium Density Residential
8. Comprehensive Plan Future Land Use Designation (See Exhibit D): Medium Density Residential.

DISCUSSION:

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

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

Applicant Response: *I got the property using all my savings with the intention to set my mother in a free and clear of worries environment in the City of Gautier,*

Staff Finding: *There are currently other Mobile Homes existing in the immediate area in the same zoning district.*

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

Applicant Response: *By allowing my mobile home to stay on the property would not affect any neighbors at all. Seems like many of the homes nearby are mobile homes as well.*

Staff Finding: *Future Land Use designation is Medium Density Residential.*

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

Applicant Response: *I am not sure how to respond to that. I did get the property not knowing much about it.*

Staff Finding: *Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

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

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

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

The UDO defines **Hardship** as:

Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:
(1) the land in question cannot yield a reasonable return if used only
(a) for a purpose allowed in that zone (applicable to special exceptions), or
(b) as permitted by the dimensional requirements of this ordinance (applicable to variances);

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Jamison asked the applicant to present his case.

Fernando Rodriguez, the applicant, said he originally bought the property for his mother. He said the previous owner didn't advise him, and he didn't do the proper research to find out, that the mobile home wasn't allowed to stay on the property.

Chairman Jamison stated that the problem seemed to be that he bought a piece of property with a mobile home on it, not knowing it was an R-1 district that doesn't allow mobile homes. And since the power had been off for more than a year the mobile home was no longer grandfathered in.

Mr. Rodriguez said that when he called the power company they turned the power on, but when he called the Planning Department he was told the power company shouldn't have turned it on.

Chairman Jamison noted that practically the whole street has mobile homes on it.

Mr. Rodriguez said that he had put new floors in and had started other repairs that needed to be done on the mobile home. He said that when he went to get the water turned on, he was told the mobile home was no longer allowed on the property.

Commissioner Hoover said that the mobile home definitely fits the area. He also asked how much work was left to do on the mobile home.

Mr. Rodriguez said he was going to redo the front porch and the inside. He said he also wondered why it wasn't allowed there because there were other mobile homes on the street.

Commissioner Davis asked if the existing mobile home was grandfathered in because of the original zoning.

Mr. Ankerson said that it was most likely placed there under a different zoning designation, but the area has been rezoned R-1 Single-Family Residential. The structure would have been legal non-conforming until it lost utilities and became vacant for more than 180 days, which is what happened. The applicant purchased the property and went to the power company to have the power turned on. The power company turned the power on without sending the applicant to Planning for an inspection. This was a mistake on the power company's part. A permit for power would never have been issued because mobile homes are not allowed in an R-1 district. The mobile home received power without being inspected, but when he went to get the water turned on, the City realized the power company had turned on power to the illegal non-conforming structure. The applicant was then notified of the process to get permission for power at this location. If the request is approved by Council, he will have to get a permit for a power inspection and for the work he is doing. If the mobile home passes the inspection, power will be released.

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

ACTION TAKEN:

Commissioner Hoover made a motion to recommend approval of the Special Exception as presented.

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

AYES: **Kay C. Jamison**
 Josh Ward
 DeAnna McManus
 Maurice Hudson
 William Davis
 Chris Hoover

ABSENT: **Ricky Decoteau**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

July 11, 2024

GPC #24-20-SE

Fernando Rodriguez

2132 Dailey Road

VII. NEW BUSINESS

2. Consider a request for a Special Exception that would allow a mobile home in a R-1 Low Density Single-Family Residential Zoning District. 2132 Dailey Road, (GPC #24-20-SE)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: July 2, 2024

Subject: Consider a request for a Special Exception that would allow a mobile home in a R-1 Low Density Single-Family Residential Zoning District, 2132 Dailey Road. (GPC #24-20-SE)

REQUEST:

The Planning Department has received a request from Fernando Rodriguez for a Special Exception that would allow a mobile home in a R-1 Low Density Single-Family Residential Zoning District at 2132 Dailey Road, PID #85700145.000 (GPC #24-20-SE). The application fee of \$250 was paid on May 3, 2024. All public notice requirements have been met.

BACKGROUND:

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

1. Location: 2132 Dailey Road, PID #85700145.000 (See Exhibit A)
2. General features of the proposed project:
 - Lot Size: 0.34 acres
 - Existing mobile home on property
3. Potable Water and Wastewater Services: Available at current location
4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
5. Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
6. Current Surrounding Existing Land Use (See Exhibit C): Residential, Vacant, Mobile Homes

7. Comprehensive Plan Future Land Use Designation (See Exhibit D) Medium Density Residential
8. Comprehensive Plan Future Land Use Designation (See Exhibit D): Medium Density Residential.

DISCUSSION:

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

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

Applicant Response: *I got the property using all my savings with the intention to set my mother in a free and clear of worries environment in the City of Gautier,*

Staff Finding: *There are currently other Mobile Homes existing in the immediate area in the same zoning district.*

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

Applicant Response: *By allowing my mobile home to stay on the property would not affect any neighbors at all. Seems like many of the homes nearby are mobile homes as well.*

Staff Finding: *Future Land Use designation is Medium Density Residential.*

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

Applicant Response: *I am not sure how to respond to that. I did get the property not knowing much about it.*

Staff Finding: *Unsubstantiated*

DETERMINATION OF APPLICABLE LAW:

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

The UDO defines **Hardship** as:

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

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

SPECIAL EXCEPTION HEARING APPLICATION

Public Hearing Number

24-20-SE

TYPE OF REQUEST:

Special Exception

FEE:

\$251.00

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

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

Name of Applicant: Fernando Rodriguez

Name of Business: _____

Address: _____

2132 Dailey Rd Gautier Ms

Mailing Address (if different): 369 West Dr Biloxi Ms 39531

Email Address: Fernando Alameda25@gmail.com

Phone: 228 365 2336 Cell Phone: 228-365-2536

Reason for request, location and intended use of Property: I Bought the place to fix it and give it to my mother

ATTACHMENTS REQUIRED AS APPLICABLE: For my Mother to live in Mobile Home on R1 Property

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

Signature of Applicant: _____

FOR OFFICE USE ONLY

Date Received

5/3/24

Verify as Complete

Bals

Fee Amount Received

251.00

Initials of Employee Receiving Application

Bo

SPECIAL EXCEPTION

Criteria for Approval Special Exception

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

(Re) A: I got the Property using all my Savings with the intention to set my mother in a Free and Clear of worries environment in the City of Gautier

(Re) B: By allowing my mobile Home to stay in the property wouldn't affect my Neighbors at all, seems like many of the Homes Near by are Mobile Homes as well.

(Re) C: ~~I Am~~ Not Sure How to respond to that I did get the property Not ~~Let~~ Knowing much about it.

Addie Bang

From: Fernando Alameda <fernandoalameda23@gmail.com>
Sent: Tuesday, July 2, 2024 11:59 AM
To: Addie Bang
Subject: Fwd: Dailey rd
Attachments: 2024-07-01 19-42.pdf

----- Forwarded message -----

From: **Fernando Alameda** <fernandoalameda23@gmail.com>
Date: Tue, Jul 2, 2024 at 11:51 AM
Subject: Dailey rd
To: <Blogan@gautier-ms.gov>

When I bought this property was only with the intention of setting my mom free of rent and we didn't know at the time that the mobile home was not allowed
We would love to be able to keep it in the property to be able to fulfill the intention.

PREPARED BY AND RETURN TO:
MICHAEL H. McDERMOTT (374)
PAGE MANAGING, PETERSEN & McDERMOTT, P.L.L.C.
785 HOWARD AVENUE
BALDWIN, MS 39430
(228) 374-3100

WARRANTY DEED

WILLIAM G. SOLLER, JR. and BRITTANY R. OGLE
Post Office Box 303
Cosby, TN 37722
(423)255-6781

ALAMEDA RODRIGUEZ FERNANDO
389 West Drive
Blond, MS 39531
(228)365-2536

SEE EXHIBIT "A" ATTACHED HERETO

Ad valorem taxes for the current tax year have been prorated between the parties hereto and the obligation to pay same is assumed by the Grantee herein, who will pay same when due.

WITNESSETH and signed on this the 17th of July, 2023.

William G. Roller, Jr.

Brittany A. Ogle

STATE OF MISSISSIPPI
COUNTY OF HARRISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 17th of July, 2023, the within named WILLIAM G. ROLLER, JR. and BRITTANY A. OGLE, who acknowledged that they executed and delivered the above and foregoing instrument.

(S.S.A.)

My Commission Expires

7-29-2023

File No: A00445

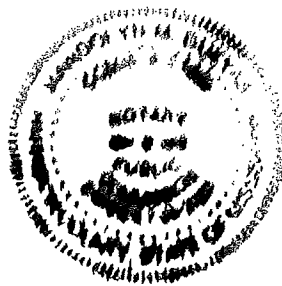


EXHIBIT "A"
LEGAL DESCRIPTION

Commencing on the North margin of Dailey Road at the SE corner of Lot 23 DELLWOOD HEIGHTS SUBDIVISION, as per plat thereof recorded in Plat Book 3, Page 37, in the Office of the Chancery Clerk of Jackson County, Mississippi, thence East along said North margin, a distance of 615.40 feet to the Point of Beginning, thence continuing East along said North margin of Dailey Road a distance of 75.00 feet, thence North, a distance of 185 feet, thence West a distance of 75.00 feet, thence South a distance of 195.00 feet to the Point of Beginning.

This being the same as that conveyed to Maunce Gregory by instrument dated August 18, 1898, recorded in Deed Book 1150, Page 484, Land Deed Records of Jackson County, Mississippi.

85700145.000 SOLLER WILLIAM

PIDN: 85700145.000

GISP: 771.12-02-0011.00

Owner Information

Percent of Ownership: 100

Name: SOLLER WILLIAM

Name 2: OGLE BRITTANY

Mailing Address: P O BOX 303

COSBY TN

37722

Site Address: 2132 DAILEY RD GAUTIER

Land Information

Section: 12

Acreage: 0.34

Township: 7

Range: 7

Street Name DAILEY
RD

Value and Tax Information

Total Assessed Value: 1107

Total Appraised Value: 7380

Improvement Value: 0

Land Value: 7380

Tax Amount: 159

SQ FT: 0

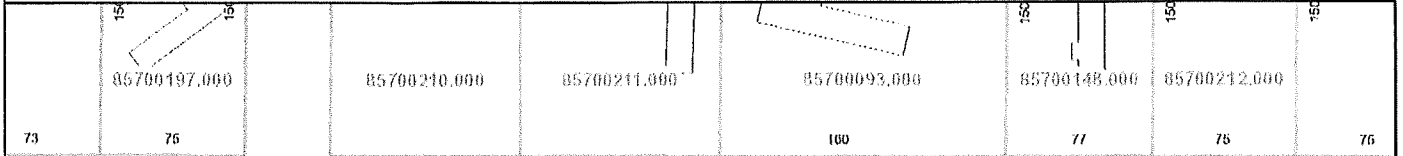
Year Built: 1973

Legal Description

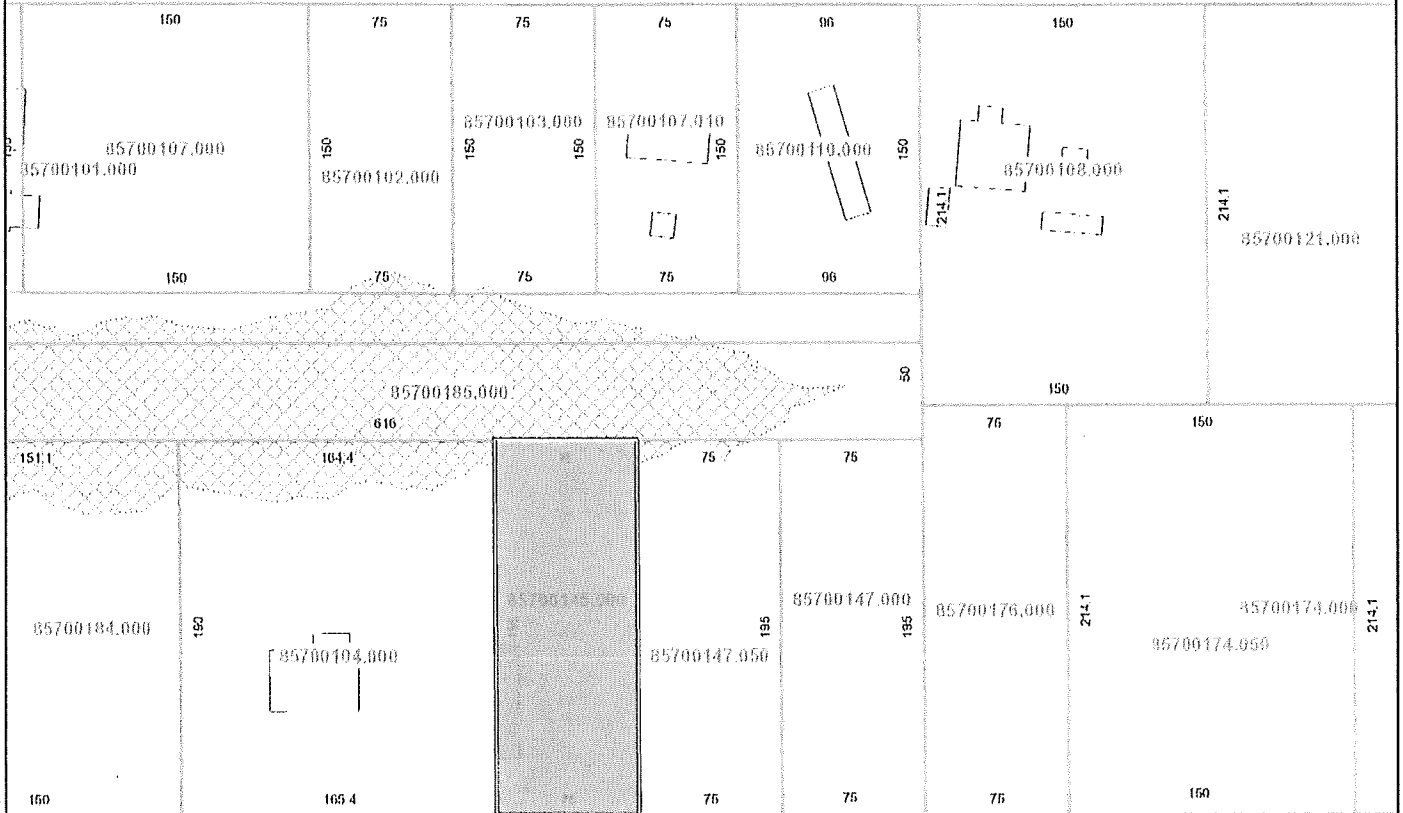
Description: COM SEC LT 23 DELLWOOD HGTS S/D
E 615.4' M/L TO POB E 75' N 195'
W 75' S 195' TO POB PT LOT 5 JA
MES MARTIN EST DB 2092-274 (11 M
ap771.12-02)

Deed Book / Page: 2092 / 274

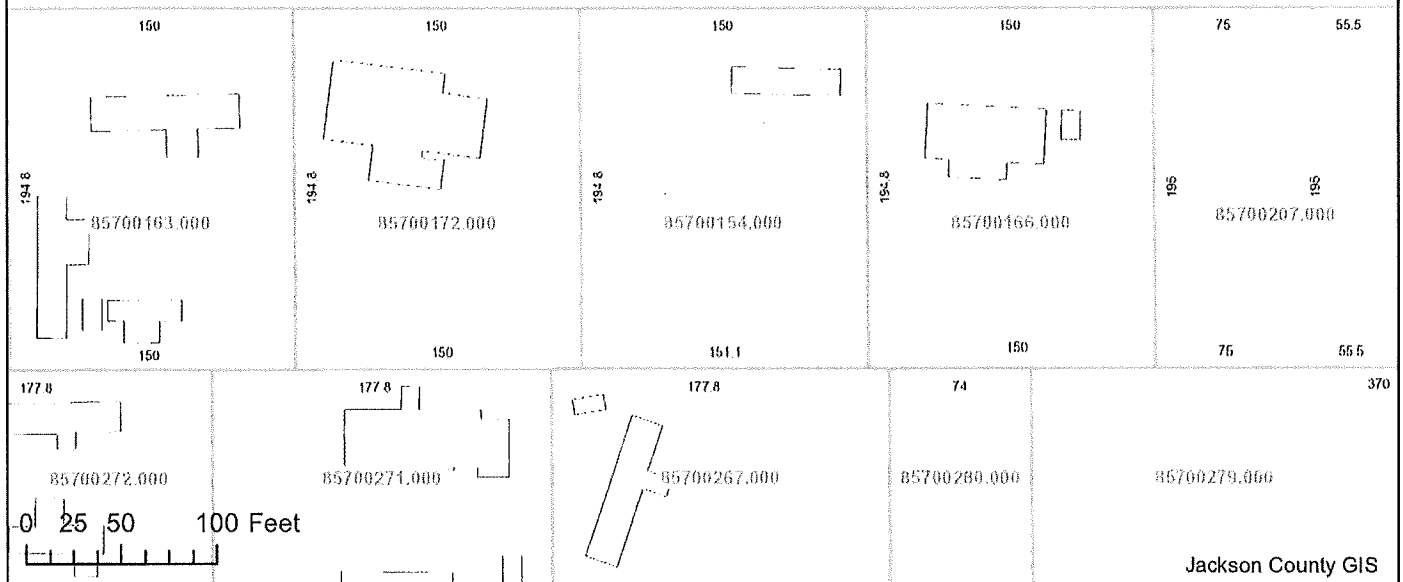
85700145.000 SOLLER WILLIAM



LAURELGLEN RD



DAILEY RD



0 25 50 100 Feet

Jackson County GIS

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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



Exhibit C

Existing Land-Use

Prepared by:

City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

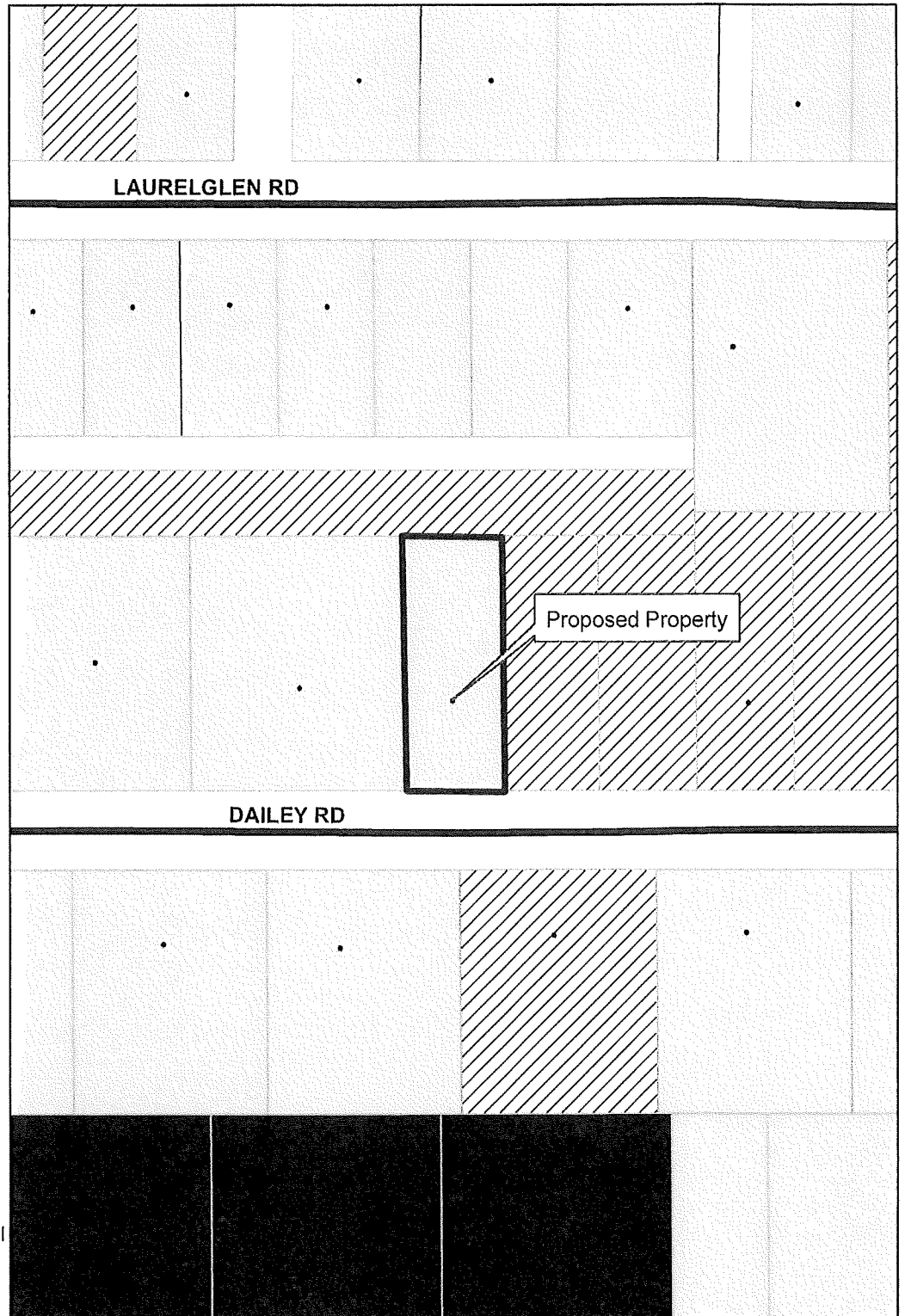


Exhibit D

Future Land-Use

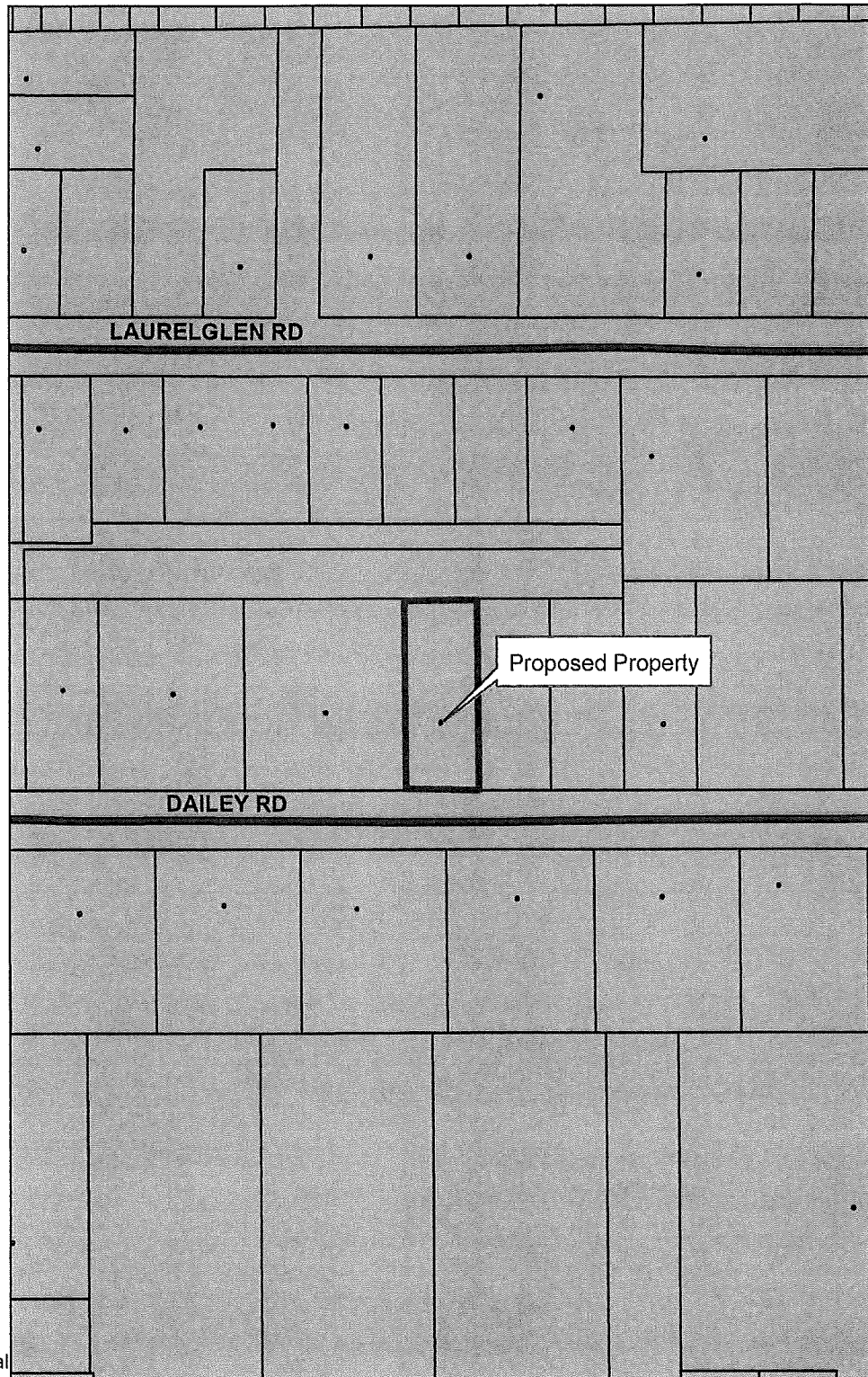
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



Councilman George made the motion to accept the Planning Commission's recommendation, as presented, and deny the request for a Special Exception that would allow an accessory building without a primary structure in a R-1 Low Density Single-Family Residential Zoning District, located at 913 Roys Road, (GPC 24-24-SE) (PID #81807061.050). Councilman Colledge seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to accept the Planning Commission's recommendation, as presented, and deny the request for a Conditional Use-Major Permit that would allow a Recreational Vehicle (RV) in a mobile home park in the MURC-MW Mixed Use Recreation Commercial- Mary Walker Zoning District, located at 3101 Oak Street (GPC #24-21-CU) (PID #87010066.000). Councilman George seconded the motion. Those who voted in favor were Councilman Colledge, Councilman George, and Councilman Elbin. Those who opposed were Mayor Vaughan, Councilman Jackson, Councilman Gollott, and Councilman Anderson. The vote failed by lack of majority.

Councilman Gollott made the motion to approve the Conditional Use-Major Permit, as presented, that would allow a Recreational Vehicle (RV) in a mobile home park in the MURC-MW Mixed Use Recreation Commercial- Mary Walker Zoning District, located at 3101 Oak Street (GPC #24-21-CU) (PID #87010066.000). Councilman Anderson seconded the motion. Those who voted in favor were Mayor Vaughan, Councilman Jackson, Councilman Gollott, and Councilman Anderson. Those who opposed were Councilman George and Councilman Jackson, with Councilman Colledge abstaining. The vote was passed carried by the majority.

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

ORDER NUMBER 610-2024

**CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 24-21-CU
3101 OAK STREET – MURC-MW MARY WALKER ZONING DISTRICT
REGARDING PARCEL ID NO: #85380204.000**

WHEREAS, an application for a Conditional Use-Major Permit to allow the Recreational Vehicle (RV) in a MURC-MW Mary Walker Zoning District was submitted by Albert Guy Easom, III; and

WHEREAS, the parcel subject to this Permit is located at 3101 Oak Street, in Gautier, Mississippi; and

WHEREAS, after due public notice, Planning Commission, at its July 11, 2024 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended denial of the Conditional Use-Major Permit; and

WHEREAS, the City Council has considered testimony and exhibits presented by the applicant, the report of the City Staff, and all relevant evidence, in addition to the recommendation of denial the from Planning Commission; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major Permit (is or is not) consistent with the goals, objectives and policies of the City's Comprehensive Plan; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major is consistent with the character of the immediate vicinity of the proposed use; and

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

WHEREAS, the City Council hereby finds that the proposed use, classified as a Recreational Vehicle (RV), is permitted as a Conditional Use-Major in a MURC-MW Mixed Use Recreational Commercial – Mary Walker Zoning District; and

IT IS THEREFORE ORDERED that the City Council accepts the denial of the Planning Commission and approves the above Conditional Use-Major Permit for a Recreational Vehicle (RV) in a MURC-MW Mary Walker Zoning District.

IT IS FURTHER ORDERED that the City Clerk shall have this permit recorded in the public records of Jackson County, at the expense of the applicant, and provide the applicant a copy of the permit with the recording information affixed.

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

AYES: **Casey Vaughan**
 Richard Jackson
 Gordon Gollott
 Rusty Anderson

NAYS: **Cameron George**
 Dante Elbin

ABSTAIN: **Adam Colledge**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 07/31/2024
Subject: Consider a request for a Conditional Use-Major that would allow a Recreational Vehicle (RV) in a Mobile Home Park in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District. 3101 Oak Street (GPC #24-21-CU)

REQUEST:

The Planning Department has received a request from Albert Guy Easom, III for a Conditional Use-Major that would allow a Recreational Vehicle (RV) in a Mobile Home Park in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3101 Oak Street, PID #87010066.000 (GPC #24-21-CU). The application fee of \$250 was paid on May 8, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-MW Mixed Use Recreation Commercial – Mary Walker.
Location: 3101 Oak Street, PID #87010066.000 (See Exhibit A)
General features of the proposed project: Total Area of Mobile Home Park: Approximately 11.47 Acres
Existing Zoning – MURC-MW Mixed Use Recreation Commercial – Mary Walker (See Exhibit B)
Existing Land Use – Mobile Home Park (See Exhibit C)
Comprehensive Plan Future Land Use Designation – Recreational Commercial (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant Response: Yes.

Staff Finding: Yes. Recreational Vehicle (RV) is listed as a Conditional Use-Major in a MURC-MW Mixed Use Recreation Commercial District.

Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: Other RVs in area

Staff Finding: The proposed use is allowed in a MURC-MW zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.

Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: No.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values or cause a detriment to the surrounding properties.

Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: No.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Applicant Response: Yes.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant Response: Yes.

Staff Finding: The Comprehensive Plan calls out "Recreational Commercial" for future land use of this property.

Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

Applicant Response: No.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental, or disturbing effect to present surrounding uses.

Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Applicant Response: Yes.

Staff Finding: The proposed use will conform to all current district regulations. _

DETERMINATION OF APPLICABLE LAW:

The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION:

The Planning Commission recommends that City Council deny the Conditional Use-Major.

The City Council may:

Approve the Conditional Use-Major

Approve the Conditional Use-Major with changes; or

Deny the Conditional Use-Major.

ATTACHMENTS:

1. Excerpt GPC Meeting 7.11.24 (#24-21-CU)
2. Complete Packet 24-21-CU

Excerpt from July 11, 2024, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Conditional Use-Major that would allow a Recreational Vehicle (RV) in a Mobile Home Park in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3101 Oak Street. (GPC #24-21-CU)

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

REQUEST:

The Planning Department has received a request from Albert Guy Easom, III for a Conditional Use-Major that would allow a Recreational Vehicle (RV) in a Mobile Home Park in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3101 Oak Street, PID #87010066.000 (GPC #24-21-CU). The application fee of \$250 was paid on May 8, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-MW Mixed Use Recreation Commercial – Mary Walker.

1. Location: 3101 Oak Street, PID #87010066.000 (See Exhibit A)
2. General features of the proposed project:
Total Area of Mobile Home Park: Approximately 11.47 Acres
3. Existing Zoning – MURC-MW Mixed Use Recreation Commercial – Mary Walker (See Exhibit B)
4. Existing Land Use – Mobile Home Park (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Recreational Commercial (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant Response: Yes.

Staff Finding: Yes. Recreational Vehicle (RV) is listed as a Conditional Use-Major in a MURC-MW Mixed Use Recreation Commercial District.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: Other RVs in area

Staff Finding: The proposed use is allowed in a MURC-MW zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: No.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values or cause a detriment to the surrounding properties.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: No.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Applicant Response: Yes.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant Response: Yes.

Staff Finding: *The Comprehensive Plan calls out "Recreational Commercial" for future land use of this property.*

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

Applicant Response: *No.*

Staff Finding: *There is no evidence that the proposed use poses a hazardous, detrimental, or disturbing effect to present surrounding uses.*

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Applicant Response: *Yes.*

Staff Finding: *The proposed use will conform to all current district regulations.*

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major
2. Recommend that City Council approve the Conditional Use-Major with changes;
or
3. Recommend that City Council deny the Conditional Use-Major.

Chairman Jamison asked the applicant to present his case.

Albert Guy Easom, the applicant, said there was a mobile home on the lot where the RV is now but a tree fell on it, so he removed the mobile home. A guy wanted to rent the lot to put an RV on it. The guy moved the RV in and when he went to get power he found out he couldn't because the property isn't zoned for RVs. Mr. Easom said the 2022 model RV looks 100 times better than the 1974 model mobile home that was in there. He said the RV is located all the way in the back of the property and can't be seen from any street. The RV owner told him the only reason he didn't put a mobile home on the lot was because they were too expensive. Especially since he was only going to come down about twice a month.

Chairman Jamison asked if there were only mobile homes on the lot or were there other RVs.

Mr. Easom said there were 5 other RVs on the property now that are used for camps. After Hurricane Katrina hit there were a lot of RVs that moved in, and a large number of those later moved out.

Chairman Jamison asked Mr. Ankerson if the RVs might have been grandfathered in or moved in without the City's knowledge.

Mr. Ankerson said that could have been the case. Either that or they have been there a number of years.

Commissioner McManus asked Mr. Easom how long he had owned the property.

Mr. Easom said he bought the property in 1999.

Chairman Jamison asked how old the RVs were.

Mr. Easom said that all the RVs were newer RVs.

Chairman Jamison stated that if Mr. Easom recently allowed other campers to move in he did so without it being legal. At least since 2011, this property has been zoned as a mobile home park, so if the RVs came in before 2011, they would be grandfathered but after 2011 they would not be in compliance.

Mr. Ankerson explained that an RV park is allowed by right in the MURC-MW district, but this is a mobile home park that was grandfathered in, not an RV park. A new mobile home park would not be allowed by right in this district. A new mobile home would not be allowed in MURC-MW by right either, although an existing mobile home would be allowed to stay or be replaced. Placing a single RV on a lot that is not an RV park would require approval of a Conditional Use-Major which is why this request is before the Planning Commission.

Chairman Jamison asked if a Conditional Use stayed with the property, and if so, would this allow the other 5 RVs.

Mr. Ankerson advised that a Conditional Use does stay with the land and that if this request were approved it would basically allow RVs on the property.

Commissioner Hudson noted that the area was inundated with other mobile homes and RVs. He doesn't want to send a mixed message by allowing something that they have been denying, but this area is consistent with the harmony of that area.

Chairman Jamison said that this 11-acre mobile home park, which is full of mobile homes and campers, is different than mobile homes and campers being located on a road.

Michele Gautier Lee stated that her office is located at 420 Highway 90 and the back of her office is on Mary Walker Drive. She said that in the last 2-3 years permission has been given to put RVs all along River Oaks Drive and Mary Walker Drive. She feels that an RV should only stay for a couple weeks or a couple months then have to pick up and move. She is seeing small lots with RVs that have wooden decks, which to her makes it more of a permanent spot. She is concerned that the neighborhood will be flooded with RVs that are permanent, not ones that come and go. RVs in an RV park should not be able to stay all year.

Chairman Jamison said that there are RV parks that rent by the month but allow RVs to stay for years.

Mr. Ankerson explained that our UDO does not dictate the terms of land rental or lease. What it does dictate is that an RV must be road ready at all times.

Michael Davis said there is a 3 month continuous stay within any 12 month period and they shall not be used as a permanent year-round residence. He said that was found in Article 6.6.1 General Regulations of the UDO. People are staying much longer than 3 months.

Chairman Jamison asked if Mr. Davis was correct about the 3 month stay.

Mr. Ankerson said it is in the Ordinance, but they could leave for a day and who's to say that someone is living there. The city doesn't have the Staff to check on this daily.

James Richard Lee said he would like to know what the permitted density of an RV park is, and what the minimum size has to be to be classified as an RV park. He has seen 3 or 4 RVs being placed on a lot that would not qualify for a house to be built on it. Some of the RVs he has seen are not readily mobile because they are either on blocks or jacks and the wheels have been taken off. He feels that making all these exceptions to the rules will soon lead to no rules.

Commissioner Hudson said he wants to guard what is being said but this particular case is to make a decision about an RV being in a mobile home park. He asked if an old RV is deteriorating, and the owner wants to replace it, would they have to come before the Planning Commission and Council for approval.

Mr. Ankerson explained that if a new lot for an RV is established on a parcel, the power pole and the density of the park would have to be looked at. If an RV is going on an existing lot with an existing pole, we only inspect the pole. Most of the RV parks in the area are grandfathered parks. They existed before the Ordinance changed in 2010. If a park gets to the maximum density allowed, we will stop allowing new lots in the park so it would stay compliant.

Commissioner McManus said we were getting off topic. This is not an RV park.

Commissioner Davis said that last month there was a request for an RV to be allowed on an individual lot in the MURC-MW district and there were a lot of objections and discussion based on the character of the different areas within the district. He would like to see City Council look at the area and see if there was a way to segregate the district due to the different characteristics of each area.

Commissioner Hoover asked if the request was denied would it affect the other 5 RVs in the mobile home park.

Mr. Ankerson said that in order to answer that he would have to do some research and see if he could find out when they were brought in.

ACTION TAKEN:

Commissioner McManus made a motion to recommend that City Council deny the Conditional Use-Major.

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

AYES: Kay C. Jamison
Josh Ward
DeAnna McManus
Maurice Hudson
Chris Hoover
William Davis

ABSENT: Ricky Decoteau

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

July 11, 2024

GPC #24-21-CU

Albert Guy Easom, III

3101 Oak Street

VII. NEW BUSINESS

3. Consider a request for a Conditional Use-Major that would allow a Recreational Vehicle (RV) in a Mobile Home Park in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District. 3101 Oak Street (GPC #24-21-CU)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: July 2, 2024

Subject: Consider a request for a Conditional Use-Major that would allow a Recreational Vehicle (RV) in a Mobile Home Park in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District. 3101 Oak Street (GPC #24-21-CU)

REQUEST:

The Planning Department has received a request from Albert Guy Easom, III for a Conditional Use-Major that would allow a Recreational Vehicle (RV) in a Mobile Home Park in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District at 3101 Oak Street, PID #87010066.000 (GPC #24-21-CU). The application fee of \$250 was paid on May 8, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned MURC-MW Mixed Use Recreation Commercial – Mary Walker.

1. Location: 3101 Oak Street, PID #87010066.000 (See Exhibit A)
2. General features of the proposed project:
Total Area of Mobile Home Park: Approximately 11.47 Acres
3. Existing Zoning – MURC-MW Mixed Use Recreation Commercial – Mary Walker (See Exhibit B)
4. Existing Land Use – Mobile Home Park (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Recreational Commercial (See Exhibit D)

DISCUSSION:

The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?

Applicant Response: Yes.

Staff Finding: Yes. Recreational Vehicle (RV) is listed as a Conditional Use-Major in a MURC-MW Mixed Use Recreation Commercial District.

2. Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.

Applicant Response: Other RVs in area

Staff Finding: The proposed use is allowed in a MURC-MW zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.

3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.

Applicant Response: No.

Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values or cause a detriment to the surrounding properties.

4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.

Applicant Response: No.

Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.

5. Can the proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?

Applicant Response: Yes.

Staff Finding: The proposed use can be accommodated by existing public services and facilities.

6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.

Applicant Response: Yes.

Staff Finding: The Comprehensive Plan calls out "Recreational Commercial" for future land use of this property.

7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.

Applicant Response: No.

Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental, or disturbing effect to present surrounding uses.

8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.

Applicant Response: Yes.

Staff Finding: The proposed use will conform to all current district regulations.

DETERMINATION OF APPLICABLE LAW:

1. The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses

designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.

The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

2. Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

1. Recommend that City Council approve the Conditional Use-Major
2. Recommend that City Council approve the Conditional Use-Major with changes;
or
3. Recommend that City Council deny the Conditional Use-Major.

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
CONDITIONAL USE APPLICATION

Public Hearing Number

24-21-CU

TO BE HEARD BY GAUTIER PLANNING COMMISSION AND CITY COUNCIL:

Conditional Use - Major



FEE:

\$251.00

TO BE HEARD BY PLANNING DIRECTOR:

Conditional Use - Minor

FEE:

\$251.00

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

Name of Applicant: Albert Guy Kason

Name of Business: Southern Kidway Phone: 601-507-0348

Property Address: 3101 Oak St Mailing Address (if Different): P.O. Box 20 Schaefer MS

E-Mail Address: _____

Proposed Use Requiring Conditional Use: RV IN Mobile-home Refer to Article V, UDO)

Proposed Location is: ☐ New Build ☐ Existing (with no modifications) ☐ Existing (with proposed modifications)

ATTACHMENTS REQUIRED AS APPLICABLE:

✓ 1. Answers to the Criteria for Approval (see attached).

✓ 2. Project Narrative (see attached).

_____ 3. Diagram of intended use (see attached).

NA 4. Copy of protective covenants or deed restrictions, if any.

NA 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.

NA 6. Any other information requested by the Planning Director.

NA 7. Owner's Consent form if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s): Albert Guy Kason Date of Application: 5-8-24

FOR OFFICE USE ONLY

Date Received 5/8/24 Verify as Complete Babs

Fee Amount Received 251.00 Initials of Employee Receiving Application BL

CONDITIONAL USE CRITERIA FOR APPROVAL - Complete either the Major Conditional Use section or Minor Conditional Use Section below. If more room is needed, answers can be provided on a separate sheet of paper.

MAJOR CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?
yes
2. Please describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk, and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering, or other plans. *other RV's in Gar*
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain. *NO*
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.
5. Can the *NO* proposed use be accommodated by existing or proposed public services and facilities including, but not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools? *yes*
6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.
yes
7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.
NO
8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain. *yes*

MINOR CONDITIONAL USE CRITERIA FOR APPROVAL

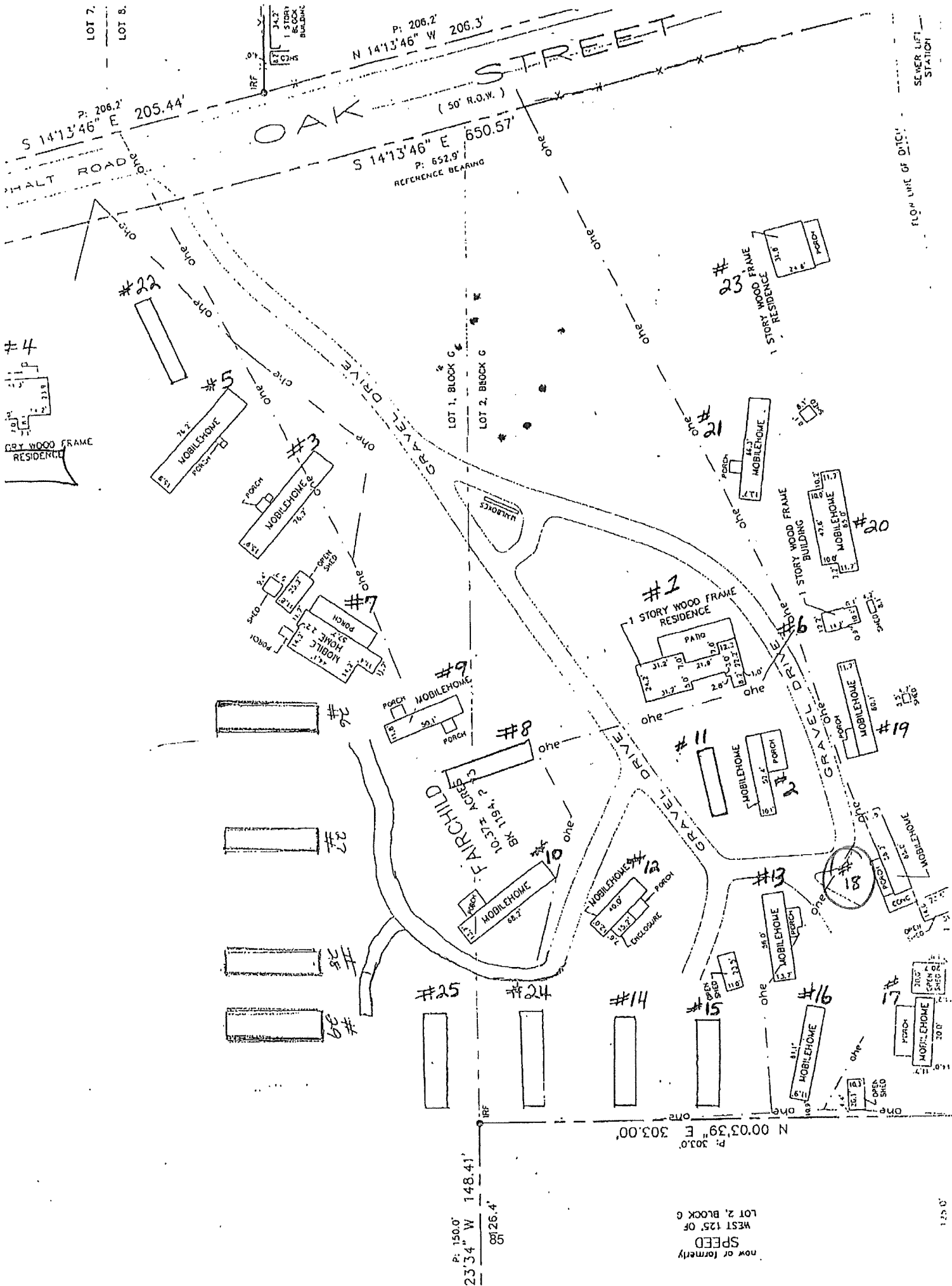
1. Is the proposed use substantially compatible with other uses in the area, including factors relating to the nature of its location, operation, building design, site design, traffic characteristics, and environmental impacts? Explain.
2. Will the proposed use be materially detrimental to the health, safety, and general welfare of the public or otherwise injurious to the environment or to the property or improvements within the area? Explain.
3. Is the proposed use consistent with the Comprehensive Plan? Explain how.
4. Is the proposed use in conformance with specific site location, development, and operation standards as required by this Ordinance? Explain.

CONDITIONAL USE NARRATIVE – Describe the proposed project in detail. Include all types of business activities that will be conducted on-site, any out-door storage or seating proposed, anticipated traffic, access for pick-up/delivery vehicles, proposed improvements, etc. Use the space below or provide a separate type written sheet of paper and attach. Staff will provide guidance as needed on additional information needed in the narrative.

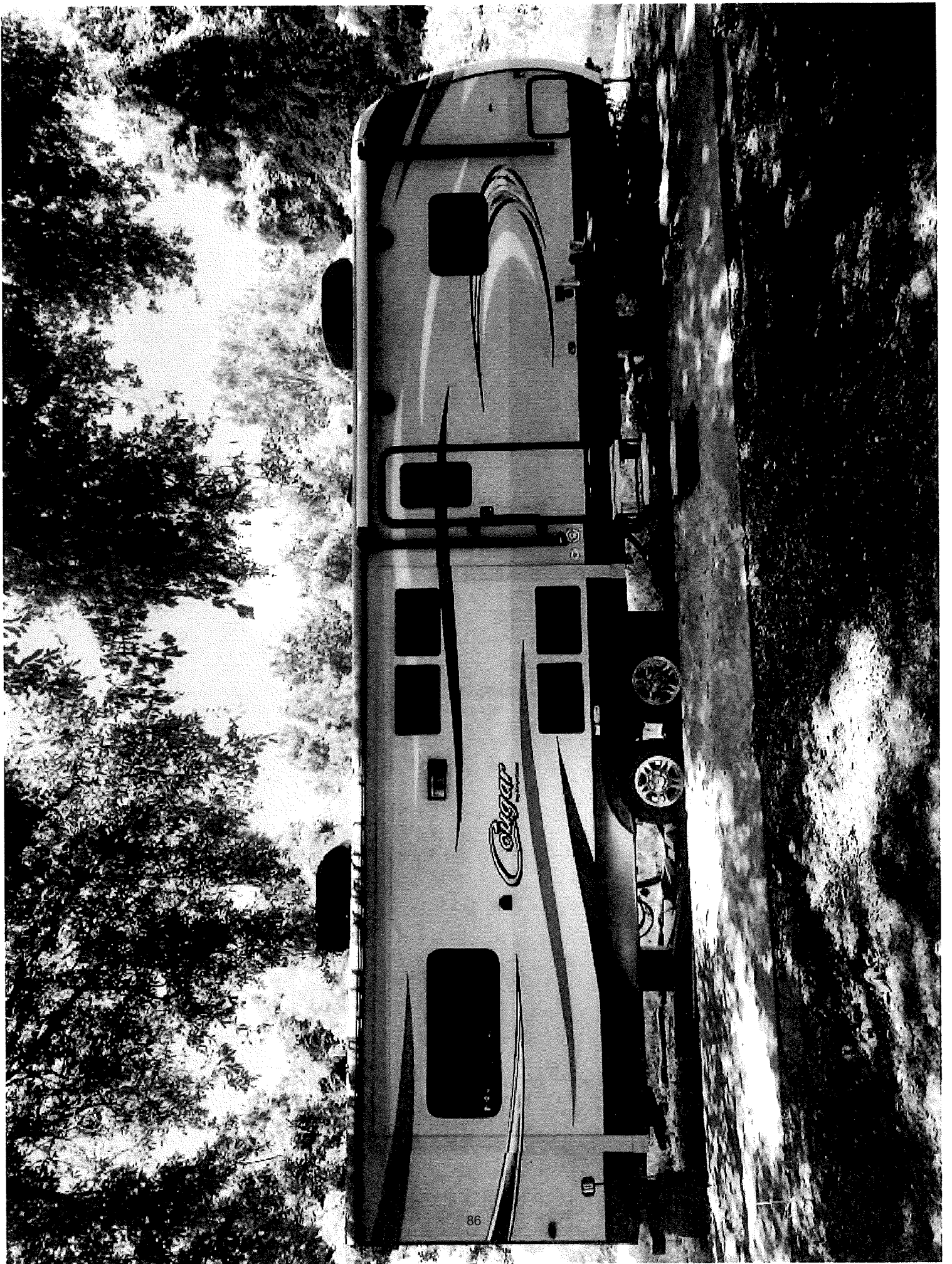
NARRATIVE

Removed 1974 Mobil Home To
Install RU

LOT 7.
LOT 8.



now or formerly
SPEED
WEST 125' OF
LOT 2, BLOCK G





87010066.000 SOUTHERN HIDEAWAY ESTATES LLC

PIDN: 87010066.000

GISP: 769.32-04-0124.00

Owner Information

Percent of Ownership: 100

Name: SOUTHERN HIDEAWAY ESTATES LLC

Name 2:

Mailing Address: P O BOX 108
SEBASTOPOL MS
39359

Site Address: 3101 OAK ST GAUTIER

Land Information

Section: 32

Acreage: 4.78

Township: 7

Range: 6

Street Name OAK
ST

Value and Tax Information

Total Assessed Value: 27121

Total Appraised Value: 180806

Improvement Value: 67886

Land Value: 112920

Tax Amount: 3899

SQ FT: 1008

Year Built: 1960

Legal Description

Description: COM SWC LOT 2 BLK G E 125' FOR P
OB N 303' E 638' SLY 312' W 719
TO POB PT LOT 2 BLK G RIVER OAKS
S/D DB 2095-299 (124 MAP769.32-
04)

87010066.000 SOUTHERN HIDEAWAY ESTATES LLC

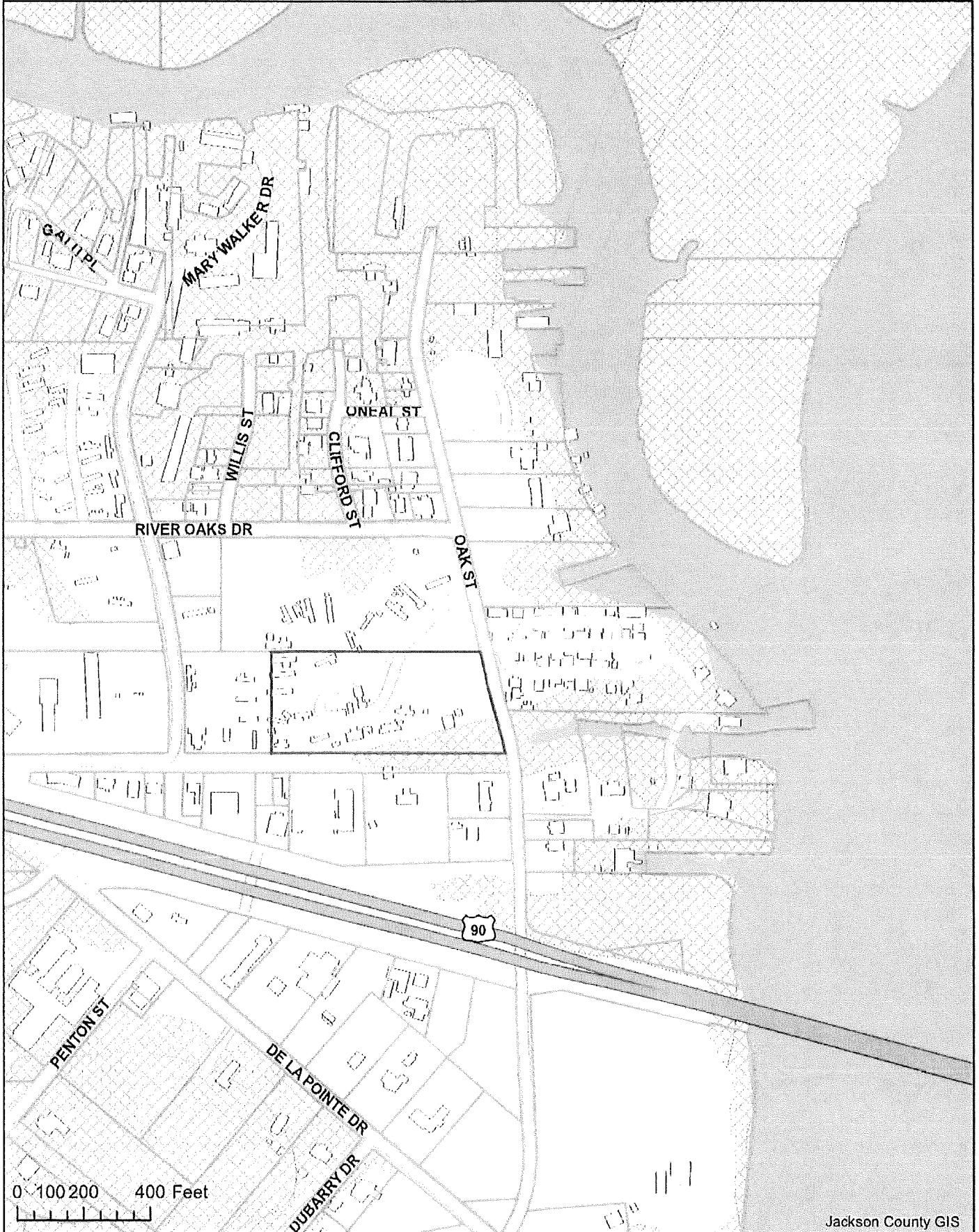


Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

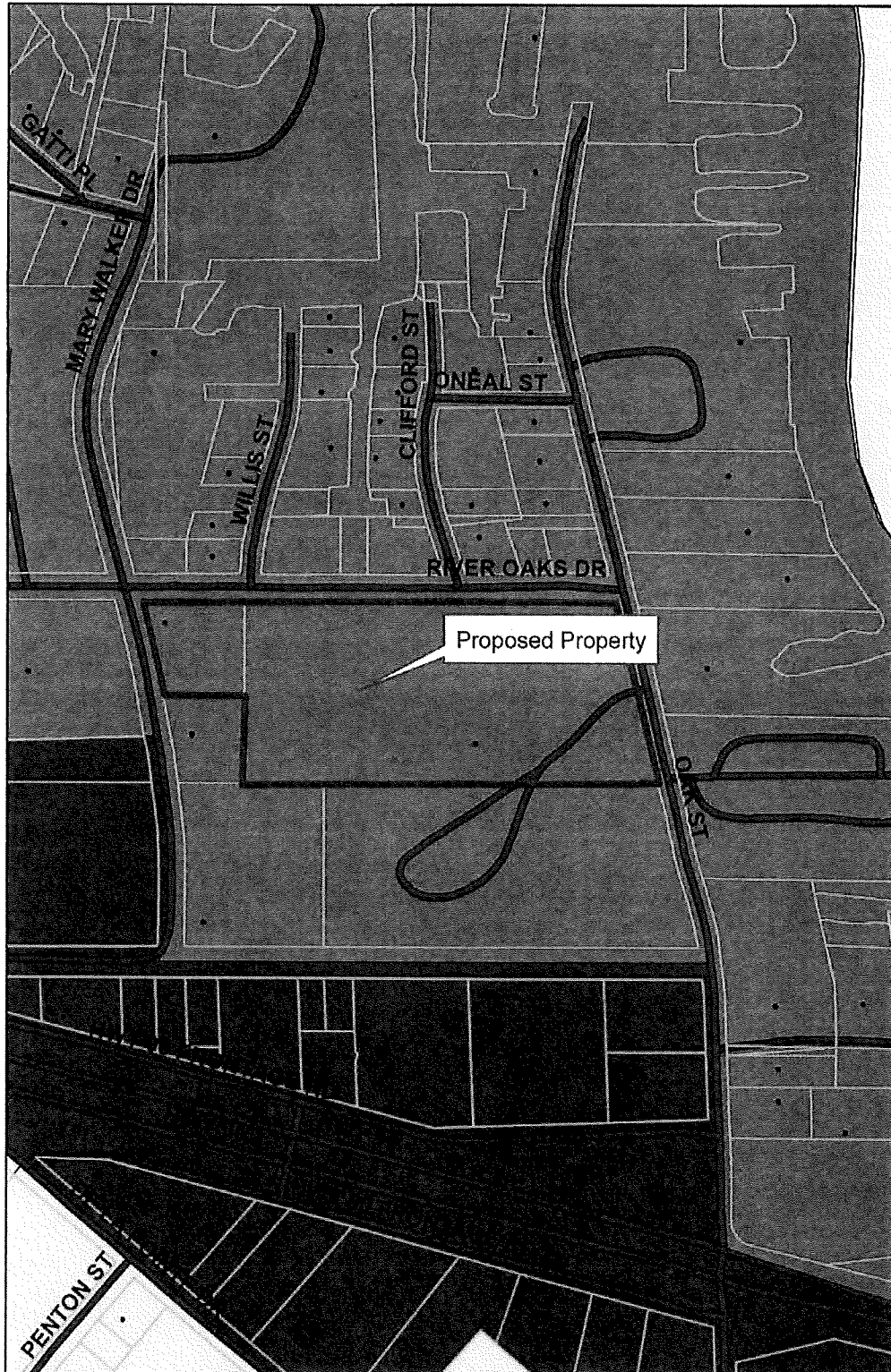


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

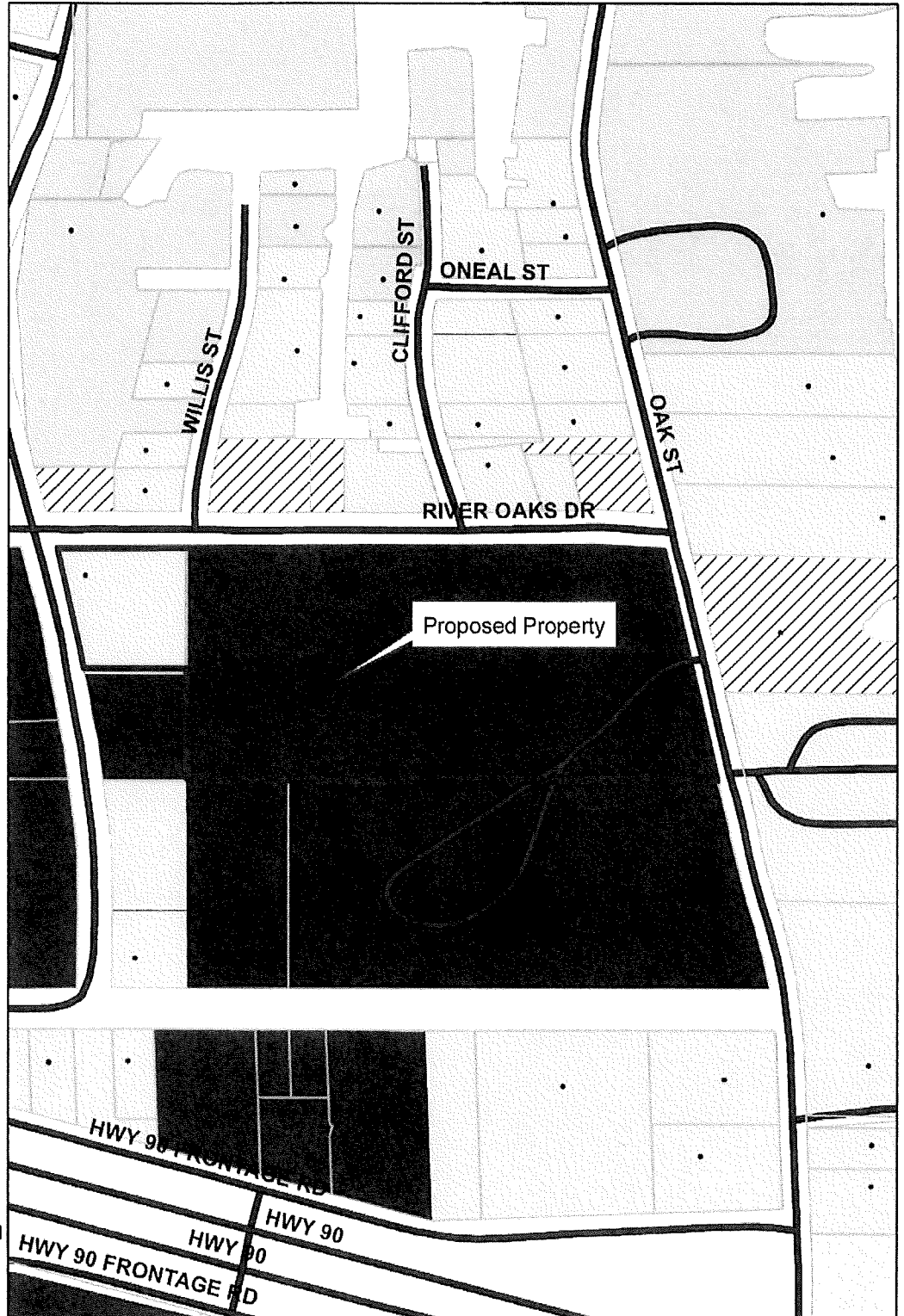


Exhibit D

Future Land-Use

Prepared By:

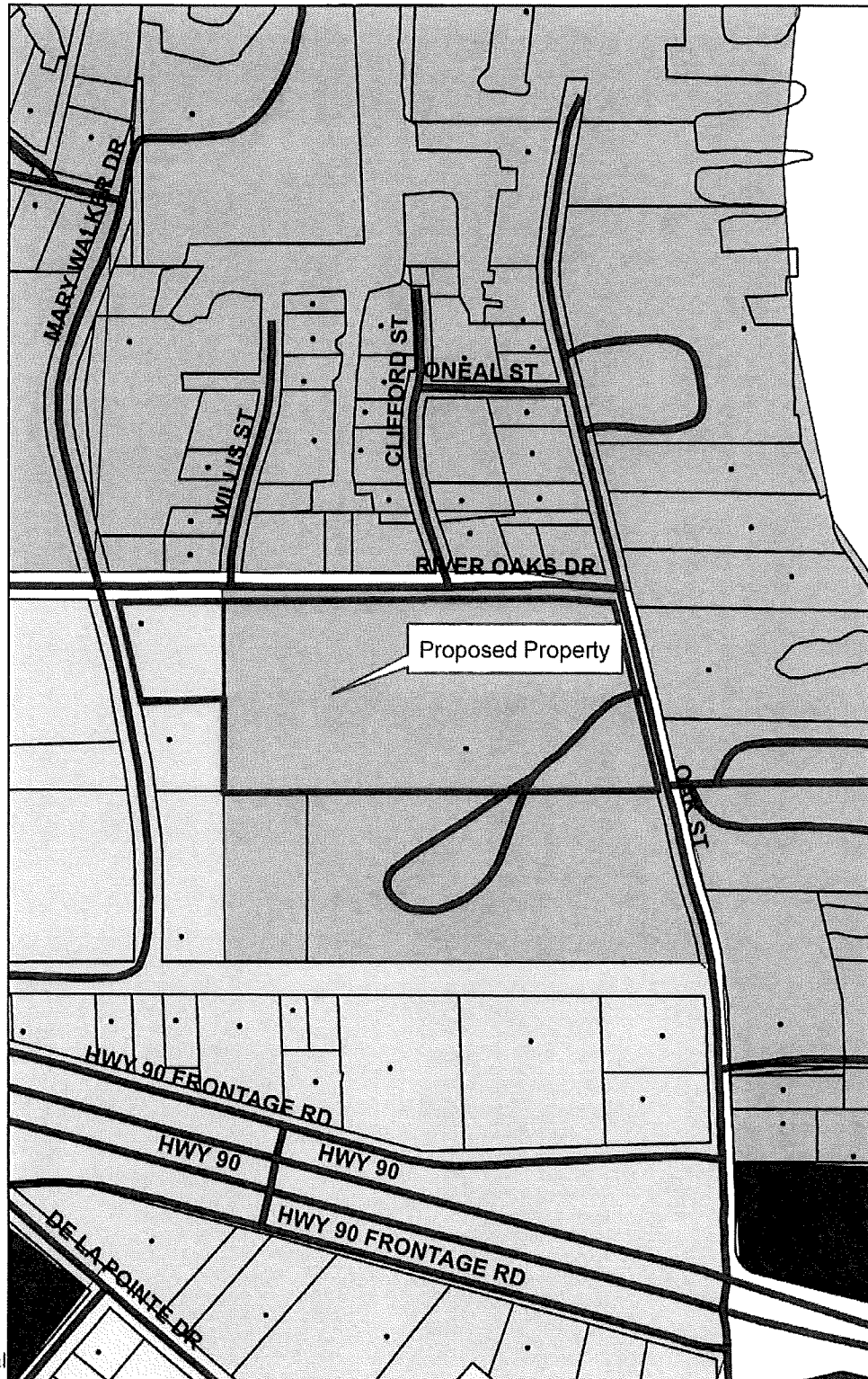
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



Councilman George made the motion to accept the Planning Commission's recommendation, as presented, and deny the request for a Conditional Use-Major Permit that would allow a Recreational Vehicle (RV) on an individual lot in the MURC-MW Mixed Use Recreation Commercial – Mary Walker Zoning District, located at 3224 & 3228 Willis Drive (GPC #24-23-CU) (PID #87420108.000 & #87420107.000). Councilman Gollott seconded the motion. The vote was carried unanimously.

Councilman Colledge made the motion to approve the of paid Docket of Claims, as presented, for the purchase of a new E-ONE firetruck and the work pertaining to the Gautier Senior Building from Douglas Construction, LLC in the total amount \$615,553.00. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 611-2024

WHEREAS, the City of Gautier approved a purchase agreement with Sunbelt Fire, Inc., for the purchase of a new E-ONE firetruck and equipment; and

WHEREAS, pursuant to the purchase agreement, the City must pay for the firetruck upon delivery in the total amount of \$598,925.00; and

WHEREAS, Douglas Construction, LLC completed the work pertaining to the Senior Building in the amount of \$16,608.00, but the invoice was not received until after the July 16th docket; and

WHEREAS, due to Douglas Construction being a small business, the delay in pay could potentially impact their business; 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 the purchase of a new E-ONE firetruck and the work pertaining to the Gautier Senior building from Douglas Construction, LLC in the total amount of \$615,553.00 is hereby approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2024.

Claims paid from 07/18/2024 thru 07/18/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DOUGLAS CONSTRUCTION LLC	242817	07/18/2024	07/17/2024	1259	56988	16,608.00	APPROVED
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-721	SHORING/DEMO: SR CENTER	44	07/08/2024	240997		5,500.00	
	001-170-721	FRAMING/SIDING INSTALL	44	07/08/2024	240997		7,600.00	
	001-170-721	INSULATION	44	07/08/2024	240997		1,725.00	
	001-170-721	DRYWALL	44	07/08/2024	240997		1,733.00	
	001-170-721	TRIM	44	07/08/2024	240997		750.00	
	001-170-721	PAINT	44	07/08/2024	240997		1,800.00	
	001-170-721	DISCOUNT	44	07/08/2024	240997		-2,500.00	
FUND TOTAL	1 Claims	1259 to	1 Total	16,608.00	Manual	Held	Total	16,608.00

Fund		Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	SUNBELT FIRE INC	Account Number 160-161-740	242816	07/18/2024	07/17/2024	3	56989	598,925.00	APPROVED
		E-ONE CLASS A PUMPER (1)			Invoice # 145813	06/24/2022	P.O. 220740	Amount 598,925.00	
FUND TOTAL	160 Claims	3 to	3 Checks	1 Total	598,925.00	Manual	Held	Total	598,925.00

SUMMARY OF ALL FUNDS

FUND 1 Claims	1259 to 1259	Checks	1 Total	16,608.00	Manual	Held	Total	16,608.00
FUND 160 Claims	3 to 3	Checks	1 Total	598,925.00	Manual	Held	Total	598,925.00
Total for all Funds			2 Total	615,533.00	Manual	Held	Total	615,533.00

Councilman Colledge made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Councilman Gollott seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 612-2024

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2024.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	COG 7M BOND ACCT Account Number 001-000-104	242797	08/06/2024	07/12/2024	# 07122024	P.O. 07/12/2024	238,503.91 Amount	238,503.91
001	MS DEPT ARCHIVES & HISTORY Account Number 001-000-279	242819	08/06/2024	07/22/2024	# 06302024	P.O. 06/30/2024	119.00 Amount	119.00
001	CADENCE EQUIPMENT FINANCE Account Number 001-100-808	242821	08/06/2024	07/22/2024	# 764116	P.O. 07/04/2024	84,258.18 Amount	84,258.18
001	AGJ SYSTEMS & NETWORKS INC Account Number 001-092-606	242827	08/06/2024	07/22/2024	# MSP-115665	P.O. 08/01/2024	7,741.50 Amount	6,200.00 415.00 472.50 54.00 600.00
001	DELTA COMPUTER SYSTEMS INC Account Number 001-092-606	242828	08/06/2024	07/22/2024	# DHLMN14402	P.O. 07/15/2024	665.00 Amount	470.00 195.00
001	AIRGAS USA LLC Account Number 001-205-588	242829	08/06/2024	07/22/2024	# 5509027577	P.O. 06/30/2024	384.20 Amount	384.20
001	FOSTERS A/C & HEATING INC Account Number 001-170-635	242832	08/06/2024	07/22/2024	# W1152748	P.O. 07/06/2024	182.25 Amount	106.25 76.00
001	CG MPI GO BOND DEBT SERVICE FUND Account Number 001-900-969	242834	08/06/2024	07/22/2024	# 07312024	P.O. 07/31/2024	68,641.00 Amount	68,641.00
001	E AND J TIRE LLC Account Number 001-170-639	242841	08/06/2024	07/22/2024	# 2	P.O. 07/01/2024	332.12 Amount	222.12 110.00
001	STEINER SAW & MOWER Account Number 001-170-639	242842	08/06/2024	07/22/2024	# 262036	P.O. 07/09/2024	235.00 Amount	145.00 90.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Check Number	Claim Amount	Approved/Disapproved
001	SHERRY FARABEE, CUSTODIAN PETTY CASH Account Number 001-100-559 001-040-559	242845	08/06/2024	07/25/2024 Invoice # 12062023 01082024	Date 12/06/2023 01/08/2024	58.00 Amount	50.00 8.00
001	GLOBALSTAR Account Number 001-092-605	242847	08/06/2024	07/25/2024 Invoice # 0073876874	Date 07/16/2024	102.70 Amount	102.70
001	SBM REPORTING LLC Account Number 001-090-698	242848	08/06/2024	07/25/2024 Invoice # MB1723	Date 07/19/2024	225.00 Amount	225.00
001	C SPIRE WIRELESS Account Number 001-100-605 001-100-699	242849	08/06/2024	07/25/2024 Invoice # 0032680896 0032680896	Date 07/11/2024 07/11/2024	971.12 Amount	488.40 482.72
001	C SPIRE WIRELESS Account Number 001-100-606	242850	08/06/2024	07/25/2024 Invoice # 3000848065	Date 07/02/2024	896.48 Amount	896.48
001	C SPIRE WIRELESS Account Number 001-001-605 001-021-605 001-040-605 001-090-605 001-090-698 001-094-605 001-161-605 001-170-605 001-205-605	242851	08/06/2024	07/25/2024 Invoice # 0030759348 0030759348 0030759348 0030759348 0030759348 0030759348 0030759348 0030759348 0030759348 0030759348	Date 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024	1,243.54 Amount	48.84 48.84 83.32 258.27 103.44 146.52 146.52 254.08 153.71
001	RJ YOUNG COMPANY LLC Account Number 001-100-699 001-100-699	242854	08/06/2024	07/25/2024 Invoice # INV7018621 INV7018621	Date 07/12/2024 07/12/2024	75.55 Amount	38.00 37.55
001	RJ YOUNG COMPANY LLC Account Number 001-100-699 001-100-699 001-100-699	242855	08/06/2024	07/25/2024 Invoice # INV7021966 INV7021966 INV7021966	Date 07/15/2024 07/15/2024 07/15/2024	330.81 Amount	216.47 8.00 106.34
001	RJ YOUNG COMPANY LLC Account Number 001-092-698	242856	08/06/2024	07/25/2024 Invoice # INV7020800	Date 07/15/2024	470.88 Amount	470.88

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	Account Number 001-100-699	Description JUL 2024:CBL BOX 118476316	07/25/2024 Invoice # 07082024	07/08/2024	P.O.	71.37 Amount	71.37
001	SPARKLIGHT	Account Number 001-100-699	Description JUL 2024:POLICE 107718371	07/25/2024 Invoice # 07082024	07/08/2024	P.O.	145.79 Amount	145.79
001	AT&T	Account Number 001-100-699	Description 242864 08/06/2024 NCIC MONITORING	07/25/2024 Invoice # 2284970262	07/14/2024	P.O.	37.15 Amount	37.15
001	AT&T	Account Number 001-092-605	Description 242865 08/06/2024 MONTHLY SERVICE	07/25/2024 Invoice # 2284978000	07/14/2024	P.O.	4,522.24 Amount	4,522.24
001	SOUTHERN MS PLANNING & DEV DISTRICT INC	Account Number 001-092-652	Description 242871 08/06/2024 CY23 COMM REDEV GRANT REIMB	07/26/2024 Invoice # 13102	07/26/2024	P.O.	24,163.00 Amount	24,163.00
001	PTS SOLUTIONS INC	Account Number 001-100-699	Description 242877 08/06/2024 ANNUAL SW MAINT 9/23-9/24	07/26/2024 Invoice # 2024048-M	07/19/2024	P.O.	31,395.00 Amount	31,395.00
001	COMMUNITY BANK OF MS	Account Number 001-100-810	Description 242878 08/06/2024 HIDTA LEASE: 62287MS-100/1	07/26/2024 Invoice # 193288	07/01/2024	P.O.	14,042.00 Amount	14,042.00
001	SPORTABOUT	Account Number 001-170-503 001-170-503 001-170-503	Description 242881 08/06/2024 SB/BB JERSEY ADD ONS (10) BELTS (3) CAPS/VISORS (14)	07/26/2024 Invoice # 11331 11331 11331	04/30/2024 04/30/2024 04/30/2024	P.O.	364.00 Amount	220.00 18.00 126.00
001	SPARKLIGHT	Account Number 001-170-698	Description 242885 08/06/2024 AUG 2024:BACOT #135939403	07/29/2024 Invoice # 07232024	07/23/2024	P.O.	247.88 Amount	247.88
001	FUELMAN	Account Number 001-090-525 001-100-525 001-161-525 001-170-525 001-205-525	Description 242886 08/06/2024 UNL FUEL UNL FUEL UNL&DSL FUEL UNL FUEL UNL FUEL	07/29/2024 Invoice # NP66789363 NP66789363 NP66789363 NP66789363 NP66789363	07/15/2024 07/15/2024 07/15/2024 07/15/2024 07/15/2024	P.O.	3,322.75 Amount	191.77 2,531.14 279.39 262.90 57.55
001	FUELMAN	Account Number 001-090-525 001-100-525	Description 242888 08/06/2024 UNL FUEL UNL FUEL	07/29/2024 Invoice # NP66812948 NP66812948	07/22/2024 07/22/2024	P.O.	3,390.23 Amount	46.42 2,549.36

Fund	Name of Claimant	Account Number	Description	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	001-161-525	UNL&DSL FUEL	242888	08/06/2024	07/29/2024			3,390.23	(CONTINUED)
		001-170-525	UNL FUEL			NP66812948	07/22/2024		Amount	500.83
		001-205-525	UNL FUEL			NP66812948	07/22/2024		Amount	255.64
						NP66812948	07/22/2024		Amount	37.98
001	FUELMAN	001-090-525	UNL FUEL	242890	08/06/2024	07/29/2024			3,291.63	
		001-092-525	UNL FUEL			NP66840183	07/29/2024		Amount	145.80
		001-100-525	UNL FUEL			NP66840183	07/29/2024		Amount	51.62
		001-161-525	UNL&DSL FUEL			NP66840183	07/29/2024		Amount	2,358.59
		001-170-525	UNL FUEL			NP66840183	07/29/2024		Amount	420.25
		001-205-525	UNL&DSL FUEL			NP66840183	07/29/2024		Amount	228.04
						NP66840183	07/29/2024		Amount	87.33
001	RJ YOUNG COMPANY LLC	001-161-698	GEMG00-01 RENTAL FEE	242915	08/06/2024	07/30/2024			121.14	
		001-161-698	ADMIN FEE			INV7032980	07/22/2024		Amount	113.14
						INV7032980	07/22/2024		Amount	8.00
001	SPARKLIGHT	001-161-698	AUG 2024: CFD 122024086	242916	08/06/2024	07/30/2024			124.50	
						INV7032980	07/23/2024		Amount	124.50
001	SPARKLIGHT	001-161-698	AUG 2024: SFD 122025091	242917	08/06/2024	07/30/2024			109.55	
						INV7032980	07/23/2024		Amount	109.55
001	SPARKLIGHT	001-161-698	AUG 2024: NFD 122024383	242918	08/06/2024	07/30/2024			109.55	
						INV7032980	07/23/2024		Amount	109.55
001	SPARKLIGHT	001-205-698	AUG 2024: GARAGE 134679919	242919	08/06/2024	07/30/2024			127.95	
						INV7032980	07/20/2024		Amount	127.95
001	SINGING RIVER ELECTRIC COOPERATIVE	001-201-633	STREET LIGHTING	242921	08/06/2024	07/30/2024			10,287.20	
		001-092-631	CITY HALL 10054			INV7032980	07/24/2024		Amount	7,055.45
		001-201-633	WM PAYNE 10054-100244008			INV7032980	07/24/2024		Amount	1,112.87
		001-170-631	FRAZIER PARK 10054			INV7032980	07/25/2024		Amount	51.77
		001-170-631	SENIOR BLDG 10054			INV7032980	07/24/2024		Amount	67.02
		001-170-631	CITY PARK 10054			INV7032980	07/24/2024		Amount	428.51
		001-161-631	CENTRAL FD 10054			INV7032980	07/24/2024		Amount	135.47
		001-092-631	PUBLIC WORKS 10054			INV7032980	07/24/2024		Amount	475.76
		001-092-631	HWY 90 SIGN 10054			INV7032980	07/24/2024		Amount	312.57
		001-201-629	SIGNAL LIGHTS 10054			INV7032980	07/24/2024		Amount	35.15
						INV7032980	07/24/2024		Amount	612.63
001	SINGING RIVER ELECTRIC COOPERATIVE	001-161-631	BROWN FD 95237002	242922	08/06/2024	07/30/2024			1,016.13	
		001-161-631	MARTIN BLUFF FD 58380001			INV7032980	07/22/2024		Amount	566.92
						INV7032980	07/23/2024		Amount	279.07

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	242922	08/06/2024	07/30/2024			1,016.13	(CONTINUED)
	Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount	
	001-201-629	SIGNAL LIGHTS 17546	07162024	07162024	07/23/2024		39.35	
	001-092-631	CITY LIMIT SIGN 17546	07162024	07162024	07/23/2024		41.60	
	001-170-631	ROUNDABOUT 102311004	07182024	07182024	07/24/2024		30.00	
	001-201-633	WM PAYNE 100245001	07172024	07172024	07/24/2024		59.19	
001	CUSTOM DEPOT	242924	08/06/2024	07/30/2024			125.00	
	Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount	
	001-205-638	TOWING FEE: MAINT 95314	004029	004029	07/29/2024		125.00	
001	VANCLEAVE YOUTH FOOTBALL LEAGUE	242928	08/06/2024	07/30/2024			300.00	
	Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount	
	001-170-502	LEAGUE FEES: MGCYFL	07302024	07302024	07/30/2024		300.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	242929	08/06/2024	07/30/2024			1,078.52	
	Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount	
	001-161-631	SOUTH FD 76008001	07192024	07192024	07/26/2024		339.10	
	001-170-631	BACOT SPLASHPAD 103751001	07192024	07192024	07/26/2024		32.44	
	001-170-631	BACOT UPGRADES 113730001	07192024	07192024	07/26/2024		48.92	
	001-170-631	BACOT 114484001	07192024	07192024	07/26/2024		44.79	
	001-170-631	BACOT LIGHTS 10137	07192024	07192024	07/26/2024		486.98	
	001-201-629	SIGNAL LIGHTS 10138	07192024	07192024	07/26/2024		126.29	
001	SINGING RIVER ELECTRIC COOPERATIVE	242930	08/06/2024	07/30/2024			2,644.76	
	Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount	
	001-100-631	POLICE STATION 66298004	07182024	07182024	07/24/2024		2,107.00	
	001-201-629	SIGNAL LIGHTS 89113001	07182024	07182024	07/24/2024		64.56	
	001-201-633	STREET LIGHTS 90345002	07182024	07182024	07/24/2024		180.74	
	001-092-631	RECORDS BLDG 90790001	07182024	07182024	07/24/2024		292.46	
001	SINGING RIVER ELECTRIC COOPERATIVE	242931	08/06/2024	07/30/2024			354.19	
	Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount	
	001-170-631	SPORTS PAVILION 66582005	07172024	07172024	07/24/2024		179.07	
	001-170-631	CITY PARK RSTRMS 89912001	07177024	07177024	07/24/2024		95.35	
	001-170-631	FRAZIER RSTRMS 98546001	07182024	07182024	07/24/2024		47.08	
	001-170-631	FITNESS TRAIL 109268001	07182024	07182024	07/24/2024		32.69	
001	SINGING RIVER ELECTRIC COOPERATIVE	242932	08/06/2024	07/30/2024			932.70	
	Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount	
	001-201-633	DOLPHIN ST 94987002	07172024	07172024	07/24/2024		50.05	
	001-201-633	DOLPHIN ST 94988002	07172024	07172024	07/24/2024		56.28	
	001-201-633	DOLPHIN ST 94989002	07172024	07172024	07/24/2024		66.59	
	001-201-633	DOLPHIN ST 94990002	07172024	07172024	07/24/2024		625.60	
	001-092-631	BELK SIGN 97127001	07182024	07182024	07/24/2024		44.18	
	001-170-631	SRM VENUE 104312012	07182024	07182024	07/24/2024		30.00	
	001-170-631	SRM BOX 8 104459007	07182024	07182024	07/24/2024		30.00	
	001-170-631	DOLPHIN BOX 6 110759006	07182024	07182024	07/24/2024		30.00	
001	RIDGDELL BROS INC	242935	08/06/2024	07/30/2024			2,604.99	
	Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount	
	001-092-520	BED MAINT: ENT SIGNS	23083259	23083259	07/29/2024		1,006.66	
	001-201-679	LAWN MAINT: SOUTH HWY 90	23083258	23083258	07/29/2024		615.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RIDGDELL BROS INC Account Number 001-201-679	242935	08/06/2024	07/30/2024	23083256	Date 07/29/2024	2,604.99 Amount	(CONTINUED) 983.33
001	SEYMOUR ENGINEERING PLLC Account Number 001-092-603	242937	08/06/2024	07/30/2024	9135	Date 07/30/2024	6,262.50 Amount	6,262.50
001	SEYMOUR ENGINEERING PLLC Account Number 001-092-603	242938	08/06/2024	07/30/2024	9136	Date 07/30/2024	7,500.00 Amount	7,500.00
001	SEYMOUR ENGINEERING PLLC Account Number 001-092-603	242939	08/06/2024	07/30/2024	9140	Date 07/30/2024	13,511.00 Amount	13,511.00
001	ADRIANNE CRAWFORD RHODES Account Number 001-010-602	242947	08/06/2024	07/31/2024	06212024	Date 07/24/2024	800.00 Amount	200.00 200.00 200.00 200.00
001	TEAM ONE COMMUNICATIONS INC Account Number 001-100-639	242950	08/06/2024	07/31/2024	1110023801	Date 07/16/2024	1,110.00 Amount	555.00 555.00
001	REYNOLDS WHOLESAL CO Account Number 001-161-510	242951	08/06/2024	07/31/2024	77178	Date 07/18/2024	1,239.24 Amount	99.80 227.80 59.36 89.70 103.80 104.85 20.28 42.32 67.83 56.95 69.90 25.90 70.00 23.90 23.75 59.40 25.95 11.90 55.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS FIRE ACADEMY	242953	08/06/2024	07/31/2024	Invoice # 32603	Date 07/26/2024	P.O. 240966	Amount 885.00
	Account Number 001-161-681	Description FI 1031-I: MCNEIL,K						885.00
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	242957	08/06/2024	07/31/2024	Invoice # 2407044	Date 07/15/2024	P.O. 241063	Amount 22.00
	Account Number 001-100-559	Description 10X2 NAME PLATE: BLEVINS, SHAD						12.00
	Account Number 001-100-559	Description GOLD HOLDER						10.00
001	SIGN SOLUTIONS USA LLC	242962	08/06/2024	07/31/2024	Invoice # 412730	Date 07/19/2024	P.O. 240978	Amount 373.02
	Account Number 001-201-565	Description 12X18 NO MTR VEH/SIDEWALK (6)						95.22
	Account Number 001-201-565	Description 18X6 BEASLEY RD (2)						31.54
	Account Number 001-201-565	Description 18X6 DOLPHIN DR (2)						31.54
	Account Number 001-201-565	Description 24X6 RUE GENTILLY (2)						42.06
	Account Number 001-201-565	Description 24X6 OLD SPANISH TRL (2)						42.06
	Account Number 001-201-565	Description 42X6 WM PAYNE ADAMS (2)						57.00
	Account Number 001-201-565	Description 18X16 HOYT DR (2)						31.54
	Account Number 001-201-565	Description 24X6 COVENTRY DR (2)						42.06
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	242964	08/06/2024	07/31/2024	Invoice # 6006631630	Date 07/12/2024	P.O. 241062	Amount 774.55
	Account Number 001-170-500	Description 2025 DRY ERASE WALL CALENDAR						33.23
	Account Number 001-170-500	Description 2PRT RECEIPT BOOK 3X8 (2)						19.26
	Account Number 001-170-500	Description HP 962XL/962 BK/C/M/Y						130.35
	Account Number 001-170-500	Description 8.5X11 WHT CARDSTOCK REAM						9.00
	Account Number 001-090-500	Description SHARPIE GEL RTR PEN BLU 4PK						8.40
	Account Number 001-090-500	Description LT MK295 WRLS KEYBOARD COMBO						31.28
	Account Number 001-090-500	Description CS 8.5X11 COPY PAPER (5)						227.45
	Account Number 001-090-500	Description POST IT FLAG SIGN HERE 120PK						4.88
	Account Number 001-090-500	Description POST IT FLAG ASRT 140PK						4.54
	Account Number 001-090-500	Description POP UP NOTES 3X3 ASRT 12PK						8.53
	Account Number 001-090-500	Description 2PK ELECTRONICS AIR DUSTER						12.07
	Account Number 001-090-500	Description EXPO DRY ERASE MKR ASRT 8PK						13.33
	Account Number 001-090-500	Description HP305A REMAN SY BLK TONER						107.38
	Account Number 001-090-500	Description HP305A REMAN SY MAG TONER						46.16
	Account Number 001-090-500	Description HP305A REMAN SY C/Y/M TONER						118.69
001	RUGGED SOLUTIONS AMERICA LLC	242968	08/06/2024	07/31/2024	Invoice # 57239	Date 06/17/2024	P.O. 240961	Amount 214.00
	Account Number 001-100-639	Description REPR ADAPTOR CABLE						192.50
	Account Number 001-100-639	Description SHIPPING						21.50
001	DOWNTOWN DECORATIONS INC	242969	08/06/2024	07/31/2024	Invoice # 33431	Date 07/02/2024	P.O. 240947	Amount 4,288.40
	Account Number 001-170-702	Description POLE BANNER(30): THE SOUND						2,070.00
	Account Number 001-170-702	Description POLE BANNER(30):WELCOME-LOGO						2,070.00
	Account Number 001-170-702	Description SHIPPING ORDER: 24-01944						148.40

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPORTABOUT	242970	08/06/2024	07/31/2024	Invoice #	Date	P.O.	Amount
		Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount
		001-170-535	SFTY PKT TEE W/LOGO L/XL(14)	11535	241047	07/25/2024	241047	154.00
		001-170-535	SFTY PKT TEE W/LOGO 2X (3)	11535	241047	07/25/2024	241047	39.00
		001-170-535	SFTY PKT TEE W/LOGO 3X (3)	11535	241047	07/25/2024	241047	45.00
001	A-1 TREE SERVICE INC	242971	08/06/2024	07/31/2024	Invoice #	Date	P.O.	Amount
		Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount
		001-201-698	REMV DEAD LIMB IN ROW: OAK ST	07242024	241097	07/24/2024	241097	2,400.00
		001-170-698	REMV LG PINE (2): FRASIER PK	07242024FP	241075	07/24/2024	241075	2,100.00
001	MUNICIPAL EMERGENCY SERVICES INC	242973	08/06/2024	07/31/2024	Invoice #	Date	P.O.	Amount
		Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount
		001-161-639	R-TOOL SERV: BTRY CUTTER(2)	IN2083269	241026	07/12/2024	241026	490.00
		001-161-639	R-TOOL SERV: BTRY SPREADER(2)	IN2083269	241026	07/12/2024	241026	490.00
		001-161-639	R-TOOL SERV: BTRY RAM	IN2083269	241026	07/12/2024	241026	165.00
		001-161-639	R-TOOL SERV CALL: 2024 HURST	IN2083269	241026	07/12/2024	241026	100.00
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	242975	08/06/2024	07/31/2024	Invoice #	Date	P.O.	Amount
		Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount
		001-100-535	CLASS A SS SHIRT (6)	31329	240943	07/17/2024	240943	329.94
		001-100-535	BLAUER LS SHIRT (3)	31329	240943	07/17/2024	240943	225.00
		001-100-535	FLXR SS BASE SHIRT (2)	31329	240943	07/17/2024	240943	118.00
		001-100-535	POLY TROUSER (4)	31329	240943	07/17/2024	240943	260.00
		001-100-535	ARMORSKIN SS BASE SHIRT (2)	31329	240943	07/17/2024	240943	99.98
		001-100-535	EMBROIDERY/STRIPING	31329	240943	07/17/2024	240943	92.00
		001-100-535	POLY TROUSER (2)	30755	240839	05/29/2024	240839	130.00
		001-100-535	BLAUER LS POLY SHIRT (2)	30755	240839	05/29/2024	240839	119.98
		001-100-535	FLXR TAC PANT (6)	30755	240839	05/29/2024	240839	474.00
		001-100-535	FLXR SS BASE SHIRT (6)	30755	240839	05/29/2024	240839	354.00
		001-100-535	FLXR LS BASE SHIRT (6)	30755	240839	05/29/2024	240839	384.00
		001-100-535	F/T V2 TAC PANT (5)	30755	240839	05/29/2024	240839	295.00
		001-100-535	SHIPPING	30755	240839	05/29/2024	240839	25.00
001	AMAZON CAPITAL SERVICE	242976	08/06/2024	07/31/2024	Invoice #	Date	P.O.	Amount
		Account Number	Description	Invoice #	Invoice #	Date	P.O.	Amount
		001-170-559	WATER FOUNTAIN: BACOT	16WNFM9DGO	241066	07/12/2024	241066	544.83
		001-170-559	ORANGE SF HYD MIX 50PK(3)	1KTCCWQJQK	240999	07/13/2024	240999	50.07
		001-170-559	GRAPE SF HYD MIX 50PK(2)	1KTCCWQJQK	240999	07/13/2024	240999	31.26
		001-170-559	LEMONADE SF HYD MIX 50PK	1KTCCWQJQK	240999	07/13/2024	240999	16.75
		001-170-513	10X10 CANOPY SIDEWALL (2)	1L3VKCRVHN	241077	07/19/2024	241077	33.92
		001-170-513	28" ADJ HEIGHT TABLE	1L3VKCRVHN	241077	07/19/2024	241077	38.91
		001-090-500	4X6 LINED POST ITS 9PK	1X91XNTIQX	241080	07/21/2024	241080	6.54
		001-090-500	24"-25" DESK CALENDAR 12X17(3)	1X91XNTIQX	241080	07/21/2024	241080	9.78
		001-205-559	CM CHILLER COOLER 16QT (2)	1X91XNTIQX	241080	07/21/2024	241080	45.98
		001-090-500	AB WRLS OPTICAL MOUSE	1X91XNTIQX	241080	07/21/2024	241080	10.67
		001-090-500	CAT5E ETHERNET CABLE 20' BLUE	1X91XNTIQX	241080	07/21/2024	241080	7.93
		001-090-500	2024 DRY ERASE WALL CALENDAR	1X91XNTIQX	241080	07/21/2024	241080	5.98
		001-090-500	24"-25" DESK CALENDAR 17X12(3)	1X91XNTIQX	241080	07/21/2024	241080	23.94
		001-205-559	NITRILE GLOVE XXL 100CT (4)	1X91XNTIQX	241080	07/21/2024	241080	39.96

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AMAZON CAPITAL SERVICE	242976	08/06/2024	07/31/2024			1,089.91	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-500	IPHONE CHRG CABLE 6' 3PK (2)	1X91XNT1QX	07/21/2024	241080	16.58		
	001-090-559	MEN/WOMEN RESTROOM SIGN ADA	1X91XNT1QX	07/21/2024	241080	15.89		
	001-090-500	PROMOTION APPLIED	1X91XNT1QX	07/21/2024	241080	-1.66		
	001-170-502	WHT ATH FIELD PAINT 12CT (2)	1XJGLHLD9J	07/25/2024	241104	151.90		
	001-170-635	2PK 12" LED FLUSH MNT LIGHT	1GRGCF1PKN	07/28/2024	241117	33.69		
	001-170-635	SHIPPING: BACOT CONCESSION	1GRGCF1PKN	07/28/2024	241117	6.99		
001	AGJ SYSTEMS & NETWORKS INC	242980	08/06/2024	07/31/2024			1,200.81	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-704	DELL OPTIPLEX W11 PRO: COURT	115601	07/19/2024	241049	1,200.81		
001	MANDAL AUTOMOTIVE OF D'IBERVILLE LLC	242981	08/06/2024	07/31/2024			26.19	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	CRANKSHAFT OIL SEAL: U #57	5074790	07/19/2024	240982	26.19		
001	STEINER SAW & MOWER	242983	08/06/2024	07/31/2024			399.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	MS250 18" BAR CHAINSAW	160517	07/16/2024	241074	399.99		
001	SOUTH MISSISSIPPI BUSINESS MACHINES INC	242986	08/06/2024	08/01/2024			302.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	MX-M654N SERV AGRMNT (6MO)	464416	07/30/2024		302.00		
001	MS DEPT OF FINANCE & ADMIN	242987	08/06/2024	08/01/2024			16,588.34	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-000-300	JUL 2024 COURT ASSESSMENTS	07312024	08/01/2024		16,588.34		
001	MS DEPT OF PUBLIC SAFETY	242988	08/06/2024	08/01/2024			1,292.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-000-300	JUL 2024 SPECIAL ASSESSMENTS	07312024	08/01/2024		1,292.00		
001	MS DEPT OF PUBLIC SAFETY	242990	08/06/2024	08/01/2024			50.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-000-300	JUL 2024 INTERLOCK FEES	07312024	08/01/2024		50.00		
001	VICTIMS OF HUMAN TRAFFICKING FUND	242991	08/06/2024	08/01/2024			25.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-000-300	JUL 2024 STATE ASSESSMENT	07312024	08/01/2024		25.00		
FUND TOTAL	1 Claims	to	Checks	70 Total	577,209.31 Manual	Held	Total	577,209.31

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Check Number	Claim Amount	Approved/Disapproved
004	MISSISSIPPI POWER Account Number 004-510-628	242879	08/06/2024	07/26/2024 Invoice # 0945635021	07/19/2024 P.O.	4,972.00 Amount	4,972.00
004	SINGING RIVER ELECTRIC COOPERATIVE Account Number 004-510-631	242880	08/06/2024	07/26/2024 Invoice # 41932	07/24/2024 P.O.	400.00 Amount	400.00
004	SPARKLIGHT Account Number 004-510-699	242920	08/06/2024	07/30/2024 Invoice # 07202024	07/20/2024 P.O.	1,690.00 Amount	1,690.00
004	SINGING RIVER ELECTRIC COOPERATIVE Account Number 004-510-631	242923	08/06/2024	07/30/2024 Invoice # 07012024 05142024	07/08/2024 P.O.	2,194.84 Amount	1,473.90 720.94
004	RIDGDELL BROS INC Account Number 004-510-680 004-510-699	242936	08/06/2024	07/30/2024 Invoice # 23083257 23083260	07/29/2024 P.O.	3,962.83 Amount	3,695.83 267.00
FUND TOTAL		4 Claims	to	Checks	5 Total	13,219.67 Manual	Held Total 13,219.67

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	PTS SOLUTIONS INC	242882	08/06/2024	07/26/2024			15,000.00	
	Account Number	Invoice #	Invoice Date				Amount	
	156-100-799	202034RA4	202034RA4	07/23/2024			15,000.00	
156	GULF COAST BUSINESS SUPPLY CO	242954	08/06/2024	07/31/2024			29,274.85	
	Account Number	Invoice #	Invoice Date				Amount	
	156-100-799	267793	267793	07/19/2024	240919		2,895.20	
	156-100-799	267793	267793	07/19/2024	240919		91.30	
	156-100-799	267793	267793	07/19/2024	240919		2,504.70	
	156-100-799	267793	267793	07/19/2024	240919		2,655.95	
	156-100-799	267793	267793	07/19/2024	240919		790.35	
	156-100-799	267793	267793	07/19/2024	240919		803.00	
	156-100-799	267793	267793	07/19/2024	240919		86.90	
	156-100-799	267793	267793	07/19/2024	240919		1,171.50	
	156-100-799	267793	267793	07/19/2024	240919		1,673.10	
	156-100-799	267793	267793	07/19/2024	240919		1,147.30	
	156-100-799	267793	267793	07/19/2024	240919		101.20	
	156-100-799	267793	267793	07/19/2024	240919		1,087.35	
	156-100-799	267793	267793	07/19/2024	240919		7,594.40	
	156-100-799	267793	267793	07/19/2024	240919		1,509.75	
	156-100-799	267793	267793	07/19/2024	240919		1,509.75	
	156-100-799	267793	267793	07/19/2024	240919		361.90	
	156-100-799	267793	267793	07/19/2024	240919		136.40	
	156-100-799	267793	267793	07/19/2024	240919		302.50	
	156-100-799	267793	267793	07/19/2024	240919		210.10	
	156-100-799	267793	267793	07/19/2024	240919		260.70	
	156-100-799	267793	267793	07/19/2024	240919		288.75	
	156-100-799	267793	267793	07/19/2024	240919		330.00	
	156-100-799	267793	267793	07/19/2024	240919		330.00	
	156-100-799	267793	267793	07/19/2024	240919		524.70	
156	AMAZON CAPITAL SERVICE	242977	08/06/2024	07/31/2024			163.40	
	Account Number	Invoice #	Invoice Date				Amount	
	156-100-799	1PQJNKYC9L	1PQJNKYC9L	07/18/2024	241086		123.42	
	156-100-799	1XGNYW6D4X	1XGNYW6D4X	07/26/2024	241101		39.98	
	DESK PWR STRIP W/ USB (2)							
FUND TOTAL	156 Claims	3 Total	44,438.25	Manual	Held		Total	44,438.25

Fund	Name of Claimant	Trans #	release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	ULINE INC	242972	08/06/2024	07/31/2024	Invoice #	Date	P.O.	8,984.17
	Account Number	Description	Invoice #	Amount				
	171-176-779	OUTDR STD PARK GRILL (10)	180348858	241055		07/10/2024	241055	3,150.00
	171-176-779	6' WOOD STL PICNIC TABLE (10)	180348858	241055		07/10/2024	241055	5,150.00
	171-176-779	SHIPPING: SHEPARD ST PARK	180348858	241055		07/10/2024	241055	684.17
171	DOUGLAS CONSTRUCTION LLC	242982	08/06/2024	07/31/2024	Invoice #	Date	P.O.	19,090.00
	Account Number	Description	Invoice #	Amount				
	171-176-779	REPR ALL DRYWALL: RANGER HSE	49	240935		07/29/2024	240935	1,150.00
	171-176-779	PAINT WALLS/CEILINGS/TRIM	49	240935		07/29/2024	240935	4,025.00
	171-176-779	REPL ALL FLOORING	49	240935		07/29/2024	240935	4,025.00
	171-176-779	REPL ALL LIGHT FIXTURES	49	240935		07/29/2024	240935	1,150.00
	171-176-779	REPL AC VENTS	49	240935		07/29/2024	240935	632.50
	171-176-779	REPL BATHTUB-SURROUND (1)	49	240935		07/29/2024	240935	2,587.50
	171-176-779	SECURE/REPL ALL OUTLETS	49	240935		07/29/2024	240935	862.50
	171-176-779	REPL / REPR INTERIOR DOORS	49	240935		07/29/2024	240935	1,667.50
	171-176-779	REPL SLIDING DOOR: RANGER HSE	49	240935		07/29/2024	240935	2,990.00
FUND TOTAL	171 Claims	Checks	2 Total	28,074.17	Manual	Held	Total	28,074.17

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY Account Number 172-350-650	242866	08/06/2024	07/26/2024			2,759.95	
		Description LIBRARY SUPPORT		Invoice # JUL 2024		Date 07/24/2024	Amount 2,759.95	
FUND TOTAL	172 Claims	to	Checks	1 Total	2,759.95 Manual	Held	Total	2,759.95

Release date from 08/06/2024 thru 08/06/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
173	SEYMOUR ENGINEERING PLLC Account Number 173-300-762	242940	08/06/2024	07/30/2024	9138	07/30/2024	8,075.00	
		Description		Invoice #	Date	P.O.	Amount	
		DMR / USACE PERMIT		9138	07/30/2024		8,075.00	
FUND TOTAL	173 Claims	Checks	1 Total	8,075.00	Manual	Held	Total	8,075.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	Account Number 176-170-699 176-170-699 176-170-699	Description HOSTING FEE JUL 2024 SHOPPING CART WEBSITE MAINT 06/15-07/14/24	07/22/2024 Invoice # 4089 4089	Invoice # 07/15/2024 07/15/2024 07/15/2024	P.O.	702.20 Amount	52.20 300.00 350.00
176	C SPIRE WIRELESS	Account Number 176-170-605	Description CELL PHONE	07/25/2024 Invoice # 0030759348	06/30/2024	P.O.	53.03 Amount	53.03
176	AT&T	Account Number 176-170-605	Description MTHLY SERVICE 2 LINES	07/25/2024 Invoice # 2284972244	07/14/2024	P.O.	177.46 Amount	177.46
176	SPARKLIGHT	Account Number 176-170-699	Description AUG 2024:SSP 132698937	07/29/2024 Invoice # 07202024	07/20/2024	P.O.	219.39 Amount	219.39
176	SPARKLIGHT	Account Number 176-170-699	Description AUG 2024:SSP 136075116	07/29/2024 Invoice # 07232024	07/23/2024	P.O.	140.79 Amount	140.79
176	SINGING RIVER ELECTRIC COOPERATIVE	Account Number 176-170-631 176-170-631 176-170-631 176-170-631	Description PARK FACILITIES 76854002 HOUSE 76855002 SSP WELCOME CENTER 108928002 DUMP STATION 109931001	07/30/2024 Invoice # 07192024 07192024 07192024	07/26/2024 07/26/2024 07/26/2024 07/26/2024	P.O.	2,231.45 Amount	1,490.01 55.40 656.04 30.00
176	BAY ICE COMPANY INC	Account Number 176-170-699	Description JUL 2024 BOX RENTAL	07/31/2024 Invoice # 696888	07/31/2024	P.O.	50.00 Amount	50.00
FUND TOTAL 176 Claims		to	Checks	7 Total	3,574.32	Manual	Held	Total 3,574.32

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
177	SEYMOUR ENGINEERING PLLC Account Number 177-176-763	242941	08/06/2024	07/30/2024	Invoice # 9134	Date 07/30/2024	19,500.00	Amount 19,500.00
FUND TOTAL 177 Claims	to	Checks	1 Total	19,500.00	Manual	Held	Total	19,500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
254	THE PEOPLES BANK	242835	08/06/2024	07/22/2024			68,640.63	
	Account Number			Invoice #		Date		
	254-680-817			SEP 2024 INT: MPI GO BND 3310	MSDVBK2019	06/20/2024		66,390.63
	254-680-803			ANNUAL ADMIN FEE	MSDVBK2019	06/20/2024		2,250.00
FUND TOTAL	254 Claims	to	Checks	1 Total	68,640.63	Manual	Held	Total 68,640.63

Fund		Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
300	SEYMOUR ENGINEERING PLLC	Account Number 300-600-603	242942	08/06/2024	07/30/2024			7,200.00	
			Description: ENG DESIGN: NRCS		Invoice # 9137		Date P.O. 07/30/2024	Amount	
FUND TOTAL	300 Claims	to	Checks	1 Total	7,200.00 Manual			Held	Total 7,200.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	UNLIMITED PLAY INC Account Number 304-510-777	242833	08/06/2024	07/22/2024	Invoice # 1288	Date 06/11/2024	36,462.06 Amount	36,462.06
		INSTALL EQUIP: FINAL PAYMENT						
304	ASPHALT CONTRACTORS LLC Account Number 304-510-799	242958	08/06/2024	07/31/2024	Invoice # 07152024	Date 07/15/2024	13,920.00 Amount	13,920.00
		PAVE 82'X47' W/ 3"HOT ASPHALT						
304	AMAZON CAPITAL SERVICE Account Number 304-510-752	242978	08/06/2024	07/31/2024	Invoice # 1GFQD1FD1L	Date 07/25/2024	188.99 Amount	188.99
		24" VENT FAN: STORAGE BLDG						
FUND TOTAL 304 Claims	to	Checks	3	Total	50,571.05	Manual	Held	Total 50,571.05

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
362	SEYMOUR ENGINEERING PLLC Account Number 362-600-762	242943	08/06/2024	07/30/2024			20,530.00	
		Description	Invoice #	Date	P.O.		Amount	
		ENG DESIGN 40%	9139	07/30/2024			20,530.00	
FUND TOTAL	362 Claims	1 Total	20,530.00	Manual	Held	Total	20,530.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2018-2019 BOND DEBT SERVICE FUND	242794	08/06/2024	07/12/2024			24,000.00	
	Account Number 400-900-950	Description AUG 2024: 2018 BOND DS	Invoice # 08012024	Date 08/01/2024	P.O.		Amount	24,000.00
400	2018-2019 BOND DEBT SERVICE FUND	242795	08/06/2024	07/12/2024			32,000.00	
	Account Number 400-900-950	Description AUG 2024: 2019 BOND DS	Invoice # 08012024	Date 08/01/2024	P.O.		Amount	32,000.00
400	COG DEPOSITORY ACCOUNT	242796	08/06/2024	07/12/2024			43,427.11	
	Account Number 400-680-821	Description ST LNS #3 90/57 SWR	Invoice # 07092024	Date 07/09/2024	P.O.		Amount	7,877.45
	Account Number 400-680-822	Description ST LNS #4 90/57 WTR	Invoice # 07092024	Date 07/09/2024	P.O.		Amount	10,948.67
	Account Number 400-680-822	Description ST LNS #4 90/57 SWR	Invoice # 07092024	Date 07/09/2024	P.O.		Amount	9,019.22
	Account Number 400-680-823	Description ST LNS #5 ALLEN RD	Invoice # 07092024	Date 07/09/2024	P.O.		Amount	2,149.95
	Account Number 400-680-824	Description ST LNS #6 OLD SPAN TR	Invoice # 07092024	Date 07/09/2024	P.O.		Amount	3,765.83
	Account Number 400-680-825	Description ST LNS #7 OLD SPAN TR	Invoice # 07092024	Date 07/09/2024	P.O.		Amount	9,665.99
400	COG DEPOSITORY ACCOUNT	242818	08/06/2024	07/19/2024			123,831.73	
	Account Number 400-000-104	Description JUN 2024 GARBAGE PMTS	Invoice # 06302024	Date 06/30/2024	P.O.		Amount	123,831.73
400	JACKSON COUNTY UTILITY AUTHORITY	242820	08/06/2024	07/22/2024			223,406.00	
	Account Number 400-651-668	Description AUG 2024 TREATMENT CHGS	Invoice # 2638	Date 08/01/2024	P.O.		Amount	223,406.00
400	ANSER	242826	08/06/2024	07/22/2024			605.00	
	Account Number 400-650-698	Description BASE RATE: 07/03-07/30/24	Invoice # 277-070324	Date 07/03/2024	P.O.		Amount	585.00
	Account Number 400-650-698	Description PAPER INVOICE FEE	Invoice # 277-070324	Date 07/03/2024	P.O.		Amount	5.00
	Account Number 400-650-698	Description HOLIDAY CHG JULY 2024	Invoice # 277-070324	Date 07/03/2024	P.O.		Amount	15.00
400	MISSION COMMUNICATIONS LLC	242831	08/06/2024	07/22/2024			1,935.00	
	Account Number 400-651-698	Description RENEWAL: CORMORANT PS	Invoice # 1089880	Date 07/12/2024	P.O.		Amount	387.00
	Account Number 400-651-698	Description RENEWAL: WESTGATE #1 PS	Invoice # 1089880	Date 07/12/2024	P.O.		Amount	387.00
	Account Number 400-651-698	Description RENEWAL: ROLLING MEADOWS PS	Invoice # 1089880	Date 07/12/2024	P.O.		Amount	387.00
	Account Number 400-651-698	Description RENEWAL: SOUTHAVEN PS	Invoice # 1089880	Date 07/12/2024	P.O.		Amount	387.00
	Account Number 400-651-698	Description RENEWAL: PERKINGSTON PS	Invoice # 1089880	Date 07/12/2024	P.O.		Amount	387.00
400	SHERRY FARABEE, CUSTODIAN PETTY CASH	242846	08/06/2024	07/25/2024			122.00	
	Account Number 400-650-559	Description TITLE PW VEHICLES (4)	Invoice # 04302024	Date 04/30/2024	P.O.		Amount	40.00
	Account Number 400-650-559	Description TAG: PW DIRECTOR TRUCK	Invoice # 05212024	Date 05/21/2024	P.O.		Amount	12.00
	Account Number 400-650-559	Description TITLE PW VEHICLES (7)	Invoice # 07122024	Date 07/12/2024	P.O.		Amount	70.00
400	C SPIRE WIRELESS	242853	08/06/2024	07/25/2024			146.52	
	Account Number 400-650-605	Description CELL PHONE	Invoice # 0030759348	Date 06/30/2024	P.O.		Amount	48.84
	Account Number 400-650-605	Description METER READER CELL PHONES(2)	Invoice # 0030759348	Date 06/30/2024	P.O.		Amount	97.68

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	RJ YOUNG COMPANY LLC	242857	08/06/2024	07/25/2024	Invoice # GS1100-01 RENTAL FEE INV7020801 IM C4500 USAGE:B/W IM C4500 USAGE:COLOR INV7020801	Date 07/15/2024 07/15/2024 07/15/2024 07/15/2024	213.52 Amount	166.49 5.61 41.42
400	SPARKLIGHT	242860	08/06/2024	07/25/2024	Invoice # AUG 2024:118901040 071624	Date 07/16/2024	185.88 Amount	185.88
400	AT&T	242861	08/06/2024	07/25/2024	Invoice # MONTHLY SERVICE 2284975234	Date 07/14/2024	359.02 Amount	359.02
400	AT&T	242862	08/06/2024	07/25/2024	Invoice # MONTHLY SERVICES 2284972276	Date 07/06/2024	69.18 Amount	69.18
400	FUELMAN	242887	08/06/2024	07/29/2024	Invoice # UNL FUEL NP66789363	Date 07/15/2024	244.36 Amount	244.36
400	FUELMAN	242889	08/06/2024	07/29/2024	Invoice # UNL FUEL NP66812948	Date 07/22/2024	162.48 Amount	162.48
400	FUELMAN	242891	08/06/2024	07/29/2024	Invoice # UNL FUEL NP66840183	Date 07/29/2024	177.60 Amount	177.60
400	SINGING RIVER ELECTRIC COOPERATIVE	242925	08/06/2024	07/30/2024	Invoice # CARTER WTR TANK 109812001 LIFT STATIONS 20649 LIFT STATIONS 28779 LIFT STATIONS 20688 SCHOONER WELL 20688 07152024 07152024 07152024 07122024 07122024	Date 07/22/2024 07/22/2024 07/22/2024 07/18/2024 07/18/2024	2,669.96 Amount	30.97 1,006.28 93.20 250.77 1,288.74
400	SINGING RIVER ELECTRIC COOPERATIVE	242926	08/06/2024	07/30/2024	Invoice # IONIZATION PLANT 99216002 LIFT STNS 89627001 LIFT STNS 89702001 LIFT STNS 17881 WATER WELLS 17881 07182024 07162024 07172024 07172024 07172024	Date 07/24/2024 07/23/2024 07/23/2024 07/23/2024 07/23/2024	6,403.41 Amount	300.86 80.83 30.00 2,892.39 3,099.33
400	SINGING RIVER ELECTRIC COOPERATIVE	242927	08/06/2024	07/30/2024	Invoice # LIFT STNS 17882 WATER WELLS 17882 07182024 07182024	Date 07/24/2024 07/24/2024	9,221.36 Amount	2,652.80 3,970.41

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE Account Number 400-651-631	242927	08/06/2024	07/30/2024			9,221.36 Amount	(CONTINUED)
	CITY HALL SOUTH 17882			07/18/2024		P.O. 07/24/2024		2,598.15
400	SINGING RIVER ELECTRIC COOPERATIVE Account Number 400-651-631	242934	08/06/2024	07/30/2024			6,500.83 Amount	
	LIFT STNS 114046001			07/18/2024		P.O. 07/24/2024		1,967.79
	C HALL WELL 114260001			07/19/2024		07/26/2024		984.22
	LIFT STNS 17875			07/19/2024		07/26/2024		247.03
	LIFT STNS 17884			07/19/2024		07/26/2024		1,129.02
	LIFT STNS 17883			07/19/2024		07/26/2024		2,172.77
400	MUELLER CO LLC Account Number 400-651-698	242948	08/06/2024	07/31/2024			2,284.80 Amount	
	EZ READER MAINT 94091800			53792935SO		P.O. 07/30/2024		2,284.80
400	REYNOLDS WHOLESAL CO Account Number 400-650-510	242952	08/06/2024	07/31/2024			363.75 Amount	
	1508 MFB TOWELS (2)			77136		P.O. 07/10/2024		49.90
	VB PAPER TOWEL 30CT (2)			77136		241048		69.90
	NABC CLEANER GAL (4)			77136		241048		55.80
	PURELL HAND SANITIZER (6)			77136		241048		35.70
	LATEX GLOVE L 100CT (10)			77136		241048		70.00
	38X58 BLK CAN LINER 100CT			77136		241048		34.95
	FUSION TIME MIST (6)			77136		241048		34.50
	16OZ COTTON MOP HEAD (2)			77136		241048		13.00
400	SOUTHERN PIPE & SUPPLY CO INC Account Number 400-651-581	242955	08/06/2024	07/31/2024			3,190.53 Amount	
	1-1/4"X3" SS NIPPLE (5)			9563690-01		P.O. 06/17/2024		36.75
	3/4X5/8X3/4 MTR CURB STOP (30)			9813897-00		241065		2,183.10
	3/4CTS PUMTR SWVL C-STOP (12)			9671807-01		240519		970.68
400	MICRO METHODS INC Account Number 400-651-698	242956	08/06/2024	07/31/2024			70.00 Amount	
	TSS SAMPLE: ION PLANT			2407440186		P.O. 07/26/2024		70.00
400	CENTRAL PIPE SUPPLY-JACKSON Account Number 400-651-581	242959	08/06/2024	07/31/2024			1,721.20 Amount	
	BLUE MARK PAINT (48)			378014.001		P.O. 07/16/2024		394.56
	BLUE FLAG 4X5X21 100CT (10)			378014.001		241053		163.40
	GREEN FLAG 4X5X21 100CT (10)			378014.001		241053		114.38
	PVC CEMENT HOT 1QT (24)			378014.001		241053		525.84
	PVC PRIMER PURPLE 1QT (24)			378014.001		241053		474.00
	GREEN FLAG 4X5X21 100CT (10)			378014.002		241053		49.02
400	COAST CHLORINATOR & PUMP CO INC Account Number 400-651-581	242960	08/06/2024	07/31/2024			996.00 Amount	
	PM KIT MODEL 500 HYDRO VRC			77667		P.O. 07/19/2024		195.00
	THRD FILTER HLDR INLET ADPT			77667		241059		32.00
	INLET ADPT/SEAL PLUG			77667		241059		75.00
	SHOP LABOR HYDVR S# 24441			77667		241059		175.00
	PM KIT AUTO SWT OVER MODULE			77667		241059		125.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COAST CHLORINATOR & PUMP CO INC	242960	08/06/2024	07/31/2024			996.00	(CONTINUED)
	Account Number	Description	Invoice #	Invoice Date		P.O.	Amount	
	400-651-581	TUBING CONNECT 3/8X1/4 (3)	77667	77667	07/19/2024	241059	48.00	
	400-651-581	SHOP LABOR ADV ASO S# 17636	77667	77667	07/19/2024	241059	105.00	
	400-651-581	PM KIT 500PPD REPL PART	77667	77667	07/19/2024	241059	150.00	
	400-651-581	TUBING CONNECT 3/8X1/4	77667	77667	07/19/2024	241059	16.00	
	400-651-581	SHOP LABOR ADV S# 1206968	77667	77667	07/19/2024	241059	75.00	
400	STAPLES BUSINESS ADVANTAGE DEPT	242965	08/06/2024	07/31/2024			469.00	
	Account Number	Description	Invoice #	Invoice Date		P.O.	Amount	
	400-650-500	LT M3255 WPLS MOUSE (2)	6008879379	6008879379	07/16/2024	241072	42.18	
	400-650-500	438546 BLK/RED RIBBON 12PK	6008879379	6008879379	07/16/2024	241072	18.20	
	400-650-500	4X6 POLY BAGS 1000CT	6008879379	6008879379	07/16/2024	241072	47.70	
	400-650-500	3 MIL LAMINATE POUCH 100PK	6008879379	6008879379	07/16/2024	241072	12.98	
	400-650-500	LM B200Z00 IMAGING UNIT	6005178498	6005178498	06/25/2024	240380	88.99	
	400-650-500	LM B221H00 HY TONER (2)	6005178500	6005178500	06/25/2024	240380	211.98	
	400-650-500	100BX LTR FILE FOLDER	6005178500	6005178500	06/25/2024	240380	49.92	
	400-650-500	RTN-CR: 100BX LTR FOLDER	6007325061	6007325061	07/24/2024	240380	-49.92	
	400-650-500	100BX LTR FILE FOLDER	6005510307	6005510307	06/27/2024	240380	46.97	
400	CITY ELECTRIC SUPPLY CO	242966	08/06/2024	07/31/2024			448.30	
	Account Number	Description	Invoice #	Invoice Date		P.O.	Amount	
	400-651-584	40A 120/240V MINI CIR BRKR (2)	PAS/096260	PAS/096260	07/11/2024	241052	134.04	
	400-651-584	20A 120/240V 1P MINI BRKR (3)	PAS/096260	PAS/096260	07/11/2024	241052	96.30	
	400-651-584	F4P 14" CABLE TIE BLK (400)	PAS/096530	PAS/096530	07/23/2024	241096	72.00	
	400-651-584	3M 130C-1.5X30' RBR TAPE (2)	PAS/096530	PAS/096530	07/23/2024	241096	95.98	
	400-651-584	3M 130C-3/4X30' SPLC TAPE (2)	PAS/096530	PAS/096530	07/23/2024	241096	49.98	
400	BAGWELL TRUCK AND EQUIPMENT	242967	08/06/2024	07/31/2024			1,600.00	
	Account Number	Description	Invoice #	Invoice Date		P.O.	Amount	
	400-651-698	SERVICE GENERATOR: BRASLEY	2373	2373	07/08/2024	240995	320.00	
	400-651-698	SERVICE GENERATOR: M BLUFF	2374	2374	07/08/2024	240995	320.00	
	400-651-698	SERVICE GENERATOR: 3305 GV	2375	2375	07/08/2024	240995	320.00	
	400-651-698	SERVICE GENERATOR: TC WTR TNK	2376	2376	07/08/2024	240995	320.00	
	400-651-698	SERVICE GENERATOR: LARK TANK	2372	2372	07/08/2024	240995	320.00	
400	BMW PUMP & EQUIPMENT LLC	242974	08/06/2024	07/31/2024			4,732.73	
	Account Number	Description	Invoice #	Invoice Date		P.O.	Amount	
	400-651-584	CP 4' NC DC PUMP 5HP 230V	4056	4056	07/31/2024	241095	4,383.75	
	400-651-584	4 PVC S80 VAN STONE SOC FLG	4056	4056	07/31/2024	241095	53.98	
	400-651-584	4 ZN 150# RR FF 1/8 FLG PKG	4056	4056	07/31/2024	241095	45.00	
	400-651-584	FREIGHT: SINGING PINE LS	4056	4056	07/31/2024	241095	250.00	
400	AMAZON CAPITAL SERVICE	242979	08/06/2024	07/31/2024			101.73	
	Account Number	Description	Invoice #	Invoice Date		P.O.	Amount	
	400-650-500	15" ZIPPER CANVAS BAG (4)	1YC71HJ664	1YC71HJ664	07/10/2024	241024	56.76	
	400-650-535	4PK COOLING TOWEL (3): M/R	17FKXFCNP9	17FKXFCNP9	07/20/2024	241087	44.97	
400	J H WRIGHT & ASSOCIATES INC	242984	08/06/2024	07/31/2024			1,116.00	
	Account Number	Description	Invoice #	Invoice Date		P.O.	Amount	
	400-651-584	SQ D MOTOR (3): DOLPHIN LS	462078	462078	07/11/2024	240972	66.00	
	400-651-584	SQ D MOTOR STARTER:DOLPHIN	462078	462078	07/11/2024	240972	875.00	
	400-651-584	SHIPPING: QUOTE PSC0624-22	462078	462078	07/11/2024	240972	35.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC Account Number 400-651-581	242984	08/06/2024	07/31/2024			1,116.00 Amount	(CONTINUED)
				Invoice #	Date	P.O.		
				462185	07/16/2024	240952		140.00
FUND TOTAL	400 Claims	32 Total	492,775.00	Manual		Held	Total	492,775.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
401	PUCKETT RENTS Account Number 401-651-702	242961	08/06/2024	07/31/2024	Invoice # HYD THUMB/MNL CPLR(2):306 EXC 1050849000	06/28/2024	241002 9,900.00	9,900.00
401	STINGRAY CHEVROLET LLC Account Number 401-651-702	242963	08/06/2024	07/31/2024	Invoice # '24 CHEV 2500 SERV TRK:94581 RF294581	06/28/2024	241001 62,694.64	62,694.64
FUND TOTAL 401 Claims	to	Checks	2 Total	72,594.64	Manual	Held	Total	72,594.64

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	JACKSON COUNTY BOARD SUPERVISORS Account Number 404-677-695	242822	08/06/2024	07/22/2024	Invoice # HHW2024-3	Date 07/12/2024	4,475.93 Amount	
FUND TOTAL 404 Claims		to	Checks	1	Total	4,475.93	Manual	Held
							Total	4,475.93

Docket of Claims
Release date from 08/06/2024 thru 08/06/2024

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	70 Total	577,209.31 Manual	Held	Total	577,209.31
FUND 4 Claims	to	Checks	5 Total	13,219.67 Manual	Held	Total	13,219.67
FUND 156 Claims	to	Checks	3 Total	44,438.25 Manual	Held	Total	44,438.25
FUND 171 Claims	to	Checks	2 Total	28,074.17 Manual	Held	Total	28,074.17
FUND 172 Claims	to	Checks	1 Total	2,759.95 Manual	Held	Total	2,759.95
FUND 173 Claims	to	Checks	1 Total	8,075.00 Manual	Held	Total	8,075.00
FUND 176 Claims	to	Checks	7 Total	3,574.32 Manual	Held	Total	3,574.32
FUND 177 Claims	to	Checks	1 Total	19,500.00 Manual	Held	Total	19,500.00
FUND 254 Claims	to	Checks	1 Total	68,640.63 Manual	Held	Total	68,640.63
FUND 300 Claims	to	Checks	1 Total	7,200.00 Manual	Held	Total	7,200.00
FUND 304 Claims	to	Checks	3 Total	50,571.05 Manual	Held	Total	50,571.05
FUND 362 Claims	to	Checks	1 Total	20,530.00 Manual	Held	Total	20,530.00
FUND 400 Claims	to	Checks	32 Total	492,775.00 Manual	Held	Total	492,775.00
FUND 401 Claims	to	Checks	2 Total	72,594.64 Manual	Held	Total	72,594.64
FUND 404 Claims	to	Checks	1 Total	4,475.93 Manual	Held	Total	4,475.93
Total for all Funds			131 Total	1,413,637.92 Manual	Held	Total	1,413,637.92

Councilman Colledge requested to pull Consent Agenda Item 3 for further discussion.

Councilman Colledge made the motion to approve consent agenda items 1, 2, and 4-12, as presented. Councilman Jackson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 613-2024

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1, 2, and 4-12 are hereby approved.

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

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

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

NAY: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2024.

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

ORDER NUMBER 614-2024

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Recessed Council Meeting held July 16, 2024 are hereby approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2024.

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

ORDER NUMBER 615-2024

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 June 2024 are hereby received.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting August 6, 2024.

JUN 2024 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$6,285,592.21
HB1 Modernization Act Funds	Depository Account	002-000-001	\$996,103.92
ARP Fiscal Recovery Funds	Depository Account	003-000-001	\$1,445,745.59
Amphitheater Venue	Depository Account	004-000-001	(\$298,779.03)
MDAH School House Grant	Depository Account	030-000-001	\$20,427.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	\$189,506.49
U S Justice Equitable Sharing	Depository Account	157-000-001	\$65,484.95
Fire Protection Fund	Depository Account	160-000-001	\$387,009.15
Tidelands Grant	Depository Account	171-000-001	\$30,284.33
Library Support Fund	Depository Account	172-000-001	\$3,673.21
Fairway Boat Launch	Depository Account	173-000-001	
Shepard State Park Fund	Depository Account	176-000-001	\$39,379.43
USDA NRCS EWP Program	Depository Account	300-000-001	\$41,895.07
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	
Town Center Retail Dev Complex	Depository Account	309-000-001	
Solid Waste Fund	Depository Account	404-000-001	\$141,418.62
EPA: Brownfields Assessment	Depository Account	409-000-001	
General Ledger Cash Balance			\$9,347,741.37
General Depository Reconciled Cash Balance			\$9,347,791.37

ENTERPRISE FUND

Fund Name		Account #	Balance
OST-GV Sewer Improvements	Enterprise Account	360-000-002	
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	\$12.00
Hickory Hill Water Quality-Stormwater	Enterprise Account	362-000-002	\$0.00
Head Start Drainage Imp Project	Enterprise Account	370-000-002	\$0.00
Animal Shelter Water Main Ext	Enterprise Account	371-000-002	(\$86,900.00)
Water & Sewer Utility	Enterprise Account	400-000-002	\$4,329,663.69
S2023 GO Note Equipment Fund	Enterprise Account	401-000-002	\$290,622.37
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
General Ledger Cash Balance			\$4,533,398.06
Enterprise Reconciled Cash Balance			\$4,529,808.41

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$812,325.95
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	\$1,024,495.97
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	\$231,789.58
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	\$726,629.28
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	\$60,918.99
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	\$60,918.99
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	\$20,616.39
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	\$178,371.04
HB Town Commons - Great Lawn	Restricted Fund	304-000-002	\$0.00
MSPAC_TC Park HB1535 Project	Restricted Fund	304/309-000-004	\$1,510,803.00
Inclusion Playground HB603	Restricted Fund	304-000-009	\$39,065.86
Performing Arts Center HB603	Restricted Fund	309-000-005	\$2,006,529.17
SB 2971 Amphitheater-Museum	Restricted Fund	309-000-006	\$847,176.82
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	\$3.11
W&S Bond S2018-S2019: Construction	Bond Fund	Fund 355	\$269,146.88
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	\$256,668.15
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$956,681.55
Total Bond & Restricted Reconciled Cash Balances			\$9,002,140.73

**JUN 2024
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2024	JUN 2024	Balance	75.00% % to date
General Fund Revenues	12,478,213.00	9,836,658.02	2,641,554.98	78.8%
Expenditures:				
001 Legislative	246,854.00	179,828.65	67,025.35	72.8%
010 City Court	350,763.00	221,151.39	129,611.61	63.0%
021 City Manager	282,800.00	152,273.91	130,526.09	53.8%
022 Human Resources	76,969.00	53,063.15	23,905.85	68.9%
040 City Clerk	510,208.00	347,076.07	163,131.93	68.0%
060 City Attorney	175,000.00	110,642.61	64,357.39	63.2%
090 Economic Dev - Planning	520,795.00	303,311.91	217,483.09	58.2%
092 Building & General Expenses	1,297,845.00	780,554.53	517,290.47	60.1%
094 Grants & Project Admin	233,964.00	157,512.13	76,451.87	67.3%
100 Police	4,549,148.00	3,242,602.40	1,306,545.60	71.2%
161 Fire	3,057,931.00	2,041,050.05	1,016,880.95	66.7%
170 Recreation	808,414.00	536,076.07	272,337.93	66.3%
201 PW: Streets	734,800.00	326,167.10	408,632.90	44.3%
205 PW: Maintenance	392,996.00	247,963.61	145,032.39	63.0%
680 Debt Service	87,454.00	87,453.55	0.45	99.9%
900 Interfund Transfers	771,132.00	254,380.00	516,752.00	32.9%
General Fund Expenditures	14,097,073.00	9,041,107.13	5,055,965.87	64.1%
<i>Total Operating Expenditures</i>	12,930,778.00	8,314,816.71	4,615,961.29	
<i>Total Capital Outlay Expenditures</i>	171,500.00	373,959.21	-202,459.21	
<i>Total Debt Service</i>	223,663.00	97,951.21	125,711.79	
<i>Total Transfers Out</i>	771,132.00	254,380.00	516,752.00	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	14,097,073.00	9,041,107.13	5,055,965.87	
<i>Personnel</i>	9,289,832.00	6,376,526.09	2,913,305.91	
<i>Supplies</i>	686,211.00	328,455.67	357,755.33	
<i>Other Services</i>	2,954,735.00	1,609,834.95	1,344,900.05	
<i>Capital Outlay</i>	171,500.00	373,959.21	-202,459.21	
<i>Debt Service</i>	223,663.00	97,951.21	125,711.79	
<i>Interfund Transfers for DS</i>	771,132.00	254,380.00	516,752.00	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	14,097,073.00	9,041,107.13	5,055,965.87	

JUN 2024
YEAR TO DATE TOTALS

Special Funds

	BUDGET FY 2023	As of JUN 2024	Balance	75.0% % to date
002 HB1 Modernization Funds				
Revenues	1,123,294.00	590,026.47	533,267.53	52.5%
Expenditures	2,026,176.45	496,805.00	1,529,371.45	24.5%
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	3,932,809.75	735,351.96	3,197,457.79	18.6%
Expenditures	5,884,118.49	1,240,479.72	4,643,638.77	21.0%
004 Amphitheater Venue Fund				
Revenues	555,000.00	120,000.00	435,000.00	21.6%
Expenditures	555,000.00	418,779.03	136,220.97	75.4%
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	904,991.10	3,463,696.12	20.7%
Expenditures	5,597,535.75	1,453,403.05	4,144,132.70	25.9%
156 SE MS METRO TASK FORCE				
Revenues	0.00	150,000.00	(150,000.00)	
Expenditures	119,655.00	81,423.94	38,231.06	68.0%
157 US Justice Equitable Sharing				
Revenues	0.00	49,097.68	(49,097.68)	
Expenditures	13,434.43	1,024.59	12,409.84	7.6%
160 Fire Protection Fund				
Revenues	543,000.00		543,000.00	
Expenditures	629,500.00	14,359.07	615,140.93	2.2%
171 Combined Tidelands Grant				
Revenues	840,695.11	85,518.27	755,176.84	10.1%
Expenditures	799,895.33	14,434.16	785,461.17	1.8%
172 Library Support Fund				
Revenues	129,119.00	115,822.23	13,296.77	89.7%
Expenditures	129,119.00	112,149.02	16,969.98	86.8%
173 Fairway Boat Launch - Tidelands				
Revenues	250,000.00	2,400.00	247,600.00	0.9%
Expenditures	250,000.00	2,400.00	247,600.00	0.9%
176 Shepard State Park				
Revenues	180,570.00	93,401.05	87,168.95	51.7%
Expenditures	197,515.00	114,110.87	83,404.13	57.7%

**JUN 2024
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2023	As of JUN 2024	Balance	75.0% % to date
177 HB1353 Local Imps: Shepard				
Revenues	500.00	4,617.07	(4,117.07)	923.4%
Expenditures	1,446,824.48	426,530.33	1,020,294.15	29.4%
250 2018 W&S Bond Debt Service				
Revenues	290,350.00	216,428.00	73,922.00	74.5%
Expenditures	286,318.76	286,318.76	0.00	100.0%
251 2018 W&S Bond Debt Serv Reserve				
Revenues	11,440.00	11,215.91	224.09	98.0%
Expenditures	1,950.00		1,950.00	
252 2019 W&S Bond Debt Service				
Revenues	387,300.00	288,461.23	98,838.77	74.4%
Expenditures	379,181.25	379,181.25	0.00	100.0%
253 2019 W&S Bond Debt Serv Reserve				
Revenues	11,750.00	11,584.02	165.98	98.5%
Expenditures	2,700.00		2,700.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	298,060.00	228,748.25	69,311.75	76.7%
Expenditures	298,431.26	229,165.84	69,265.42	76.7%
255 S2020 Refnd GO Bond Debt Service				
Revenues	472,700.00	25,725.00	446,975.00	5.4%
Expenditures	472,700.00	25,725.00	446,975.00	5.4%
300 USDA-NRCS EWP				
Revenues	149,362.50	45,000.00	104,362.50	30.1%
Expenditures	151,800.00	6,500.00	145,300.00	4.2%
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	0.00		0.00	
Expenditures	90,748.83	90,748.83	0.00	100.0%
304 Town Commons Park Project				
Revenues	213,000.00	215,484.11	(2,484.11)	101.1%
Expenditures	5,960,635.99	5,143,818.05	816,817.94	86.2%
305 S2019 MPI GO Bond Construction Fund				
Revenues	1,200.00	3,270.50	(2,070.50)	272.5%
Expenditures	25,000.00		25,000.00	
309 Town Center: MS Songwriters PA Center				
Revenues	3,600.00	13,069.67	(9,469.67)	363.0%
Expenditures	4,508,320.64	124,275.00	4,384,045.64	2.7%

JUN 2024
YEAR TO DATE TOTALS

Special Funds

	BUDGET FY 2023	As of JUN 2024	Balance	75.0% % to date
355 Water Supply & Treatment Plant				
Revenues	6,000.00	4,790.52	1,209.48	79.8%
Expenditures	3,848,023.20	3,568,278.75	279,744.45	92.7%
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	347,090.28	38,898.45	89.9%
Expenditures	0.00		0.00	
362 Hickory Hill Wtr Qty-Stormwater				
Revenues	2,973,981.00	70,795.00	2,903,186.00	2.3%
Expenditures	2,973,981.00	70,795.00	2,903,186.00	2.3%
370 Head Start Drainage Improvements				
Revenues	226,908.95	249,318.30	(22,409.35)	109.8%
Expenditures	74,039.01	56,112.22	17,926.79	75.7%
371 Animal Shelter Water Main Extension				
Revenues	282,075.50	230,349.02	51,726.48	81.6%
Expenditures	102,300.00	134,925.02	(32,625.02)	131.8%
401 S2023 GO Note Equipment Fund				
Revenues	0.00	1,380,000.00	(1,380,000.00)	
Expenditures	0.00	1,089,377.63	(1,089,377.63)	
404 Solid Waste Fund				
Revenues	1,587,600.00	1,184,949.93	402,650.07	74.6%
Expenditures	1,586,388.00	1,154,122.40	432,265.60	72.7%
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	600.00	863.50	(263.50)	143.9%
Expenditures	0.00		0.00	

JUN 2024
YEAR TO DATE TOTALS

ENTERPRISE FUND (400)

	BUDGET FY 2024	JUN 2024	Balance	75.0% % to date
Utility Fund Revenues	10,841,375.00	8,265,993.35	2,575,381.65	76.2%
Administration	3,920,970.00	2,405,237.12	1,515,732.88	61.3%
Water & Sewer O & M	3,818,072.00	2,745,847.75	1,072,224.25	71.9%
Debt Service	1,069,872.00	795,493.86	274,378.14	74.3%
Transfers	1,792,000.00	524,000.00	1,268,000.00	29.2%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	10,800,914.00	6,470,578.73	4,330,335.27	59.9%
<i>Total Operating Expenditures</i>	<i>7,535,042.00</i>	<i>5,068,912.05</i>	<i>2,466,129.95</i>	
<i>Total Capital Outlay Expenditures</i>	<i>204,000.00</i>	<i>82,172.82</i>	<i>121,827.18</i>	
<i>Total Debt Service</i>	<i>1,069,872.00</i>	<i>795,493.86</i>	<i>274,378.14</i>	
<i>Total Interfund Transfers</i>	<i>1,792,000.00</i>	<i>524,000.00</i>	<i>1,268,000.00</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>6,470,578.73</i>	<i>4,330,335.27</i>	
 <i>Personnel</i>	 <i>560,570.00</i>	 <i>402,798.34</i>	 <i>157,771.66</i>	
<i>Supplies</i>	<i>313,000.00</i>	<i>230,188.05</i>	<i>82,811.95</i>	
<i>Other Services</i>	<i>6,661,472.00</i>	<i>4,435,925.66</i>	<i>2,225,546.34</i>	
<i>Capital Outlay</i>	<i>204,000.00</i>	<i>82,172.82</i>	<i>121,827.18</i>	
<i>Debt Service</i>	<i>1,069,872.00</i>	<i>795,493.86</i>	<i>274,378.14</i>	
<i>Interfund Transfers</i>	<i>1,792,000.00</i>	<i>524,000.00</i>	<i>1,268,000.00</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>6,470,578.73</i>	<i>4,330,335.27</i>	

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

ORDER NUMBER 616-2024

WHEREAS, the Town Commons Phase II B Great Lawn Site Work project included the site work for the great lawn, utilities, stormwater drainage, pavers, retaining wall, fencing, lighting, trees, and walkways; and

WHEREAS, the Grants and Projects Department requests for the City Council to approve final pay application in the amount of \$7,650.00 and other close-out documents; and

WHEREAS, Seymour Engineering has reviewed the final pay application and close-out documents and recommends approval; and

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

IT IS HEREBY ORDERED that the final pay application in the amount of \$7,650.00 and other close-out documents for the Town Commons Phase II B Great Lawn Site Work project is hereby approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: July 25, 2024
Subject: Town Commons Phase II B Great Lawn Site Work - Final Pay Application, and Closeout Documents

REQUEST:

The Grants and Projects Department requests City Council authorization to approve the final pay application in the amount of \$7,650.00 and close-out documents for the Town Commons Phase II B Great Lawn Site Work Project.

BACKGROUND:

The City of Gautier approved the Town Commons Park design concept, as presented by Seymour Engineering at the May 21, 2019, council meeting, on June 4, 2019. Due to the nature of the work, the project will be completed in multiple phases.

Phase I (completed in June 2022) included site work, water/sewer, drainage, parking, and sidewalks. Phase II includes the construction of the amphitheater, entry plaza, stage/support building, restroom buildings, and loading dock/yard area. Phase II B, Great Lawn, includes the site work for the great lawn, utilities, stormwater drainage, pavers, retaining wall, fencing, lighting, trees, and walkways.

Change Order No. 1 (approved by Council in October 2023) served to increase the contract amount by \$170,000 for the additional work associated with the playground area which includes: concrete sidewalks, concrete ADA ramp, stormwater drainage, and concrete slab for equipment installation. The additional work required for the playground area added 30 days to the contract time, pushing the substantial completion date to March 6, 2024.

The Certificate of Substantial Completion (approved by Council in April 2024) was received from Seymour Engineering on March 27, 2024. To the engineer's best of knowledge, information, and belief that the work is substantially complete.

Change Order No. 2 (approved by Council in April 2024) served to increase the contract amount by \$70,635 for several additions to the work associated with the completion of the project. The contingency allowance line items were a mix of both credits and debits which constituted on-site changes that needed to be made to complete the project.

DISCUSSION:

The work performed on the project has been completed and the final pay application in the amount of \$7,650 and close-out documents submitted.

Seymour Engineering has reviewed the final pay application, and close-out documents and recommends approval.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve the final pay, and close-out documents for the Town Commons Phase II B Great Lawn Site Work.

The City Council may:

1. Approve final pay application, and close-out documents as presented; or
2. Not approve final pay application, and close-out documents

ATTACHMENT(S):

1. Final pay application
2. Affidavit of Release of Liens
3. Affidavit of Payment of Debts and Claims

SEYMOUR ENGINEERING

Civil Engineers and Professional Land Surveyors



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

July 25, 2024

Kimberly Saucier
Grants and Projects Director
City of Gautier, MS 3330 US-90
Gautier, MS 39553

RE: Pay Application No 11, Fletcher Construction Co., Inc.
Great Lawn Site Work and Utilities

Dear Kimberly,

Enclosed please find Pay Application No. 11 for work completed on the referenced project. I am recommending that you place this on the next meeting agenda for consideration and approval by the Council for payment in the amount of \$7,650.00 to Fletcher Construction Co., Inc. for completed work as noted.

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

Sincerely,
SEYMOUR ENGINEERING

A handwritten signature in black ink, appearing to read 'Mark Seymour', with a stylized flourish at the end.

Mark Seymour, P.E., President
Seymour Engineering, PLLC

Cc: Fletcher Construction Co., Inc.

Application and Certificate for Payment

TO OWNER: City of Gautier 3330 Highway 90 Gautier, MS 39553	PROJECT: Great Lawn Site Work and Utilities	APPLICATION NO: 11	Inv. 5619	Distribution to: OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR: Fletcher Construction Company, Inc. PO Drawer 1509 Pascagoula MS 39568	VIA ARCHITECT:	PERIOD TO: 6/27/24	CONTRACT FOR:	
		CONTRACT DATE: 6/21/23	PROJECT NOS:	

CONTRACTOR'S APPLICATION FOR PAYMENT

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

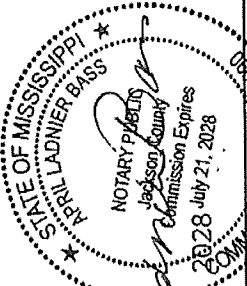
1. ORIGINAL CONTRACT SUM	\$ 2,548,500.00
2. Net change by Change Orders	\$ 240,635.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 2,789,135.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 2,789,135.00
5. RETAINAGE:	
a. 0.0 % of Completed Work (Column D + E) on G703	\$ 0.00
b. 0.0 % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 2,789,135.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 2,781,485.00
8. CURRENT PAYMENT DUE	\$ 7,650.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 70,635.00	\$ 0.00
Total approved this Month	\$ 170,000.00	\$ 0.00
TOTALS	\$ 240,635.00	\$ 0.00
NET CHANGES by Change Order	\$ 240,635.00	

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

CONTRACTOR: [Signature] Date: 07/23/24

By: [Signature]
State of: Mississippi
County of: Jackson
Subscribed and sworn to before me this 23rd day of July, 2024



Notary Public: [Signature]
My Commission expires: July 21, 2028

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 7,650.00
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: 7/25/24

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

AIA Continuation G703

Application no.: 11
 Application date: 6/27/24
 Period to: 6/27/24
 Architect's project no.:

JobId: 3105
 Great Lawn Site Work and

A Item No.	B Description of Work	C Scheduled Value	D WORK COMPLETED		E Amount This Period	F Materials Presently Stored (not in D)	G Total Compl. and Stored To Date (D+F)	H Balance To Finish (Prev.)	I Retainage (Prev.)
			From Prev. Application						
1	General Conditions	99,500.00	99,500.00		0.00	0.00	99,500.00	0.00	0.00
2	Contingency Allowance	50,000.00	50,000.00		0.00	0.00	50,000.00	0.00	0.00
3	Cut & Fill Allowance (1000 cy)	25,000.00	25,000.00		0.00	0.00	25,000.00	0.00	0.00
4	Bond & Builders Risk	58,000.00	58,000.00		0.00	0.00	58,000.00	0.00	0.00
5	Sitework & Dirtwork	580,000.00	580,000.00		0.00	0.00	580,000.00	0.00	0.00
6	Landscaping	210,000.00	210,000.00		0.00	0.00	210,000.00	0.00	0.00
7	Brick Pavers & Stone Bed	103,000.00	103,000.00		0.00	0.00	103,000.00	0.00	0.00
8	Fiber Reinforced Turf	71,000.00	71,000.00		0.00	0.00	71,000.00	0.00	0.00
9	Asphalt Paving	227,000.00	227,000.00		0.00	0.00	227,000.00	0.00	0.00
10	Fencing & Gates	240,000.00	240,000.00		0.00	0.00	240,000.00	0.00	0.00
11	Storm Drainage	83,000.00	83,000.00		0.00	0.00	83,000.00	0.00	0.00
12	Concrete Wall	92,000.00	92,000.00		0.00	0.00	92,000.00	0.00	0.00
13	Concrete Walks & Curbs	380,000.00	380,000.00		0.00	0.00	380,000.00	0.00	0.00
14	Fibercrete Cable Tray	23,000.00	23,000.00		0.00	0.00	23,000.00	0.00	0.00
15	Mechanical	242,000.00	242,000.00		0.00	0.00	242,000.00	0.00	0.00
16	Electrical	65,000.00	65,000.00		0.00	0.00	65,000.00	0.00	0.00
17	Change Order 1 Playground Concrete	170,000.00	170,000.00		0.00	0.00	170,000.00	0.00	0.00
18	Change Order 2 Miscellaneous Changes	70,635.00	70,635.00		0.00	0.00	70,635.00	0.00	0.00
		2,789,135.00	2,789,135.00		0.00	0.00	2,789,135.00	0.00	0.00



AIA® Document G706® – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Great Lawn Site Work and Utilities Amphitheater Project #19-066-.01	ARCHITECT'S PROJECT NUMBER: Seymour Engineering	OWNER: ☐
TO OWNER: <i>(Name and address)</i> City of Gautier 3330 US-90 Gautier, MS 39555	CONTRACT FOR: General Construction	ARCHITECT: ☐
	CONTRACT DATED: June 21, 2023	CONTRACTOR: ☒
		SURETY: ☐
		OTHER: ☐

STATE OF: Mississippi
COUNTY OF: Jackson

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☒ Yes ☐ No

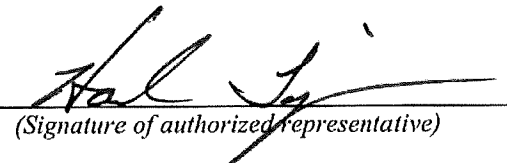
The following supporting documents should be attached hereto if required by the Owner:

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

CONTRACTOR: *(Name and address)*

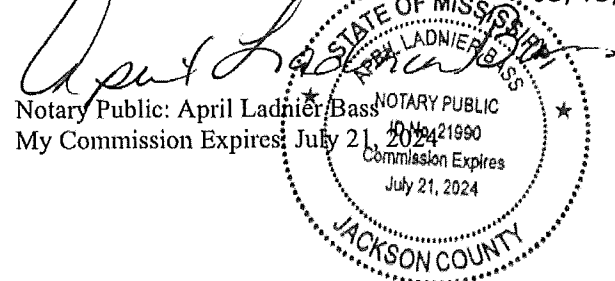
Fletcher Construction Co., Inc.
P. O. Drawer 1509 / 3311 Shortcut Rd
Pascagoula, MS 39568

BY:


(Signature of authorized representative)

Hank Torjusen, President
(Printed name and title)

Subscribed and sworn to before me on this date: 05/15/24


Notary Public: April Ladnier Bass
My Commission Expires: July 21, 2024



AIA® Document G706®A – 1994

Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i> Great Lawn Site Work and Utilities Amphitheater Project #19-066.01	ARCHITECT'S PROJECT NUMBER: Seymour Engineering CONTRACT FOR: General Construction CONTRACT DATED: June 21, 2023	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☒ SURETY: ☐ OTHER: ☐
TO OWNER: <i>(Name and address)</i> City of Gautier 3330 US-90 Gautier, MS 39555		

STATE OF: Mississippi
COUNTY OF: Jackson

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

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

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

CONTRACTOR: *(Name and address)*
Fletcher Construction Co., Inc.
P. O. Drawer 1509 / 3311 Shortcut Rd
Pascagoula, MS 39568

BY:

(Signature of authorized representative)

Hank Torjusen, President

(Printed name and title)

Subscribed and sworn to before me on this date: 05/15/24

Notary Public: April Lachner Bass
My Commission Expires: July 21, 2024



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

ORDER NUMBER 617-2024

WHEREAS, the Mississippi Arts Commission provides financial and technical assistance for arts programming, arts organizations, and educational institutions throughout Mississippi; and.

WHEREAS, Building Fund for the Arts (BFA) grants are focused on supporting the repair, renovation, or expansion of public facilities that are used for year-round arts programming;

WHEREAS, a letter of intent was submitted to the Mississippi Arts Commission, and it was determined that our proposal was eligible to request funding and an invitation to apply for funds was sent to the City of Gautier; and

WHEREAS, the Grants and Projects department recommends authorization to submit an application to the Mississippi Arts Commission for the construction of the Mississippi Songwriters Hall of Fame and Performing Art Center in the amount of \$500,000; and

WHEREAS, the Mayor and City Council find that submission of this grant application is in the best interest of the City;

IT IS THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the submission of an application is hereby authorized and approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants & Projects Director
Date: June 10, 2023
Subject: Mississippi Arts Commission (BFA) Grant Application FY2025 for Mississippi Songwriters Hall of Fame and PAC

REQUEST:

The Grants and Projects Department requests City Council authorization to submit an application to the Mississippi Arts Commission (BFA) for the Mississippi Songwriters Hall of Fame and Performing Art Center in the amount of \$500,000.

BACKGROUND:

The Mississippi Arts Commission was established in 1968 by the Mississippi Legislature as the official grants-making and service agency for the arts in the state. MAC provides financial and technical assistance for arts programming to arts organizations and educational institutions throughout Mississippi. Funded annually by the Mississippi Legislature, the National Endowment for the Arts, and private funds, MAC uses this support to carry forth its mission and continues to act as a core and essential function of government.

Building Fund for the Arts (BFA) grants are focused on supporting the repair, renovation, or expansion of public facilities that are used for year-round arts programming. MAC is focused on maximizing the impact of existing facilities through repair and expansion projects as well as increasing the number of facilities that can serve as points of public access to the arts for Mississippi residents.

DISCUSSION:

A letter of intent was submitted to MAC. MAC determined that our proposal was eligible to request funding and an invitation to apply for funds was sent to the City of Gautier. The submittal of the application to MAC (Mississippi Arts Commission) FY2025 is for funding for the construction of the Mississippi Songwriters Hall of Fame and Performing Arts Center.

RECOMMENDATION:

The Grants and Projects Department requests City Council authorization to submit an application to the Mississippi Arts Commission (BFA) for the construction of the Mississippi Songwriters Hall of Fame and Performing Art Center in the amount of \$500,000.

The City Council may:

1. Authorize submission of the application to the Mississippi Arts Commission (BFA) as presented; or
2. Not authorize submission of the application to the Mississippi Arts Commission (BFA) as presented.

ATTACHMENT(S):

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

ORDER NUMBER 618-2024

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

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

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

WHEREAS, at least 50 percent of the grant must be used for advertising and marketing and events must occur between October 1, 2024 and September 30, 2025; and

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

WHEREAS, the grant request is \$1,000. The City would be required to provide a cash match of the total amount awarded, which can come from sponsorships; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the submission of an application to the Mississippi Development Authority for FY2025 Tourism Development Grant Program is hereby authorized and approved.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kim Saucier, Grants and Projects Director
Date: July 25, 2024
Subject: Coastal Mississippi Tourism Grant Program Application-Mardi Gras Tailgate (FY2025)

REQUEST:

The Grants and Projects Department requests City Council authorization to submit an application to the Coastal Mississippi Tourism Commission for FY2025 for funding festivals and cultural events.

BACKGROUND:

The Festivals & Cultural Events Support Fund offers financial support to qualifying festivals and cultural events that serve Jackson, Harrison, and Hancock counties and the visitors who travel to Coastal Mississippi. The primary use of grant funds is for advertising and marketing for events that attract overnight visitation and create regional partnerships and collaborations. The grant must be used for advertising and marketing, and all digital, social, print, and television marketing will be co-branded with the Coastal Mississippi logo.

This event was first started in 2021 by the Mayor and was unfortunately canceled due to inclement weather. In 2024 the City of Gautier received grant funds from Coastal Mississippi Tourism Commission and sponsorships from local businesses for the Mardi Gras Tailgate party which made it a huge success.

DISCUSSION:

The City is proposing to host a Mardi Gras festival-style tailgate party for FY2025 and every year after featuring local food vendors /trucks and entertainment before Gautier's Mardi Gras parade. This grant application is for funding to grow the Mardi Gras Tailgate Party with funds to be used for advertising, signage, portable bathroom rentals, a DJ, live music, and souvenir beads. The grant application request is \$1,000.

RECOMMENDATION:

The Grants and Projects Department recommends that the City Council authorize the submission of the Coastal Mississippi Tourism Commission FY2025 Grant Program application for festivals and events funding.

The City Council may:

1. Authorize submission of the application to Coastal Mississippi Tourism Commission FY2025 Grant Program for festival and events funds as presented; or
2. Not authorize the submission of the application to Coastal Mississippi Tourism Commission FY2025 Grant Program for festival and events funds as presented.

ATTACHMENT(S):

None

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

ORDER NUMBER 619-2024

WHEREAS, Philadelphia Fire and Rescue has no use for the two 2021 Inmar inflatable boats, two 2021 Mercury 30hp boat motors, and one Haul-Rite boat trailer; and

WHEREAS, the Gautier Fire Department would benefit from the use of this response equipment; and

WHEREAS, Philadelphia Fire and Rescue has offered to donate the two inflatable boats, two boat motors, and one boat trailer; and

WHEREAS, the Gautier Fire Department desires to accept the inflatable boats, motors, and trailer and place the equipment on the city inventory; and

WHEREAS, the Mayor and Council Members find that acceptance of two 2021 Inmar inflatable boats, VIN numbers IMG4SA34K221 and IMG4SA37K221; two 2021 Mercury motors, VIN numbers 1R069161 and 1R082399; and one Haul-Rite boat trail, VIN number 9BEK1520NCC22010 is in the best interest of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of two 2021 Inmar inflatable boats, two 2021 Mercury 30hp boat motors, and one Haul-Rite boat trailer from Philadelphia Fire and Rescue is hereby authorized.

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2024.



GAUTIER FIRE DEPARTMENT

2502 College Circle Gautier MS, 39553

PH:228-497-1656

"Proudly protecting Natures Playground"

Mayor and Council,

I am requesting that you approve the transfer of two 2021 Inmar Inflatable boats and two 2021 Mercury 30 hp motors and one Haul-Rite boat trailer from Chief Deric Horne of Philadelphia Fire and Rescue. This equipment will be used for local water response. If requested by the Mississippi Office of Homeland Security, it will be used by our Mississippi Task Force 3 members for in state response as well as out of state response.

VIN numbers are the following:

Boat 1 - IMG4SA34K221

Boat 2 – IMG4SA37K221

Motor 1 – 1R069161

Motor 2 – 1R082399

Trailer – 19BEK1520NCC22010

Thank you!



Josh Latch
Fire Chief

Office 228-497-1656

Mobile 228-217-4989

Web www.gautier-ms.gov

2502 College Cir. • Gautier, MS 39553





Philadelphia Fire Rescue
Chief Deric Horne
907 Herman Alford Memorial Highway
Philadelphia, MS 39350

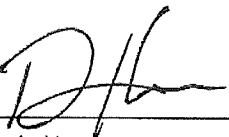
Office: (601)656-5841
Cell: (601)416-7968
Fax: (601)650-3585

July 11, 2024

To: Gautier Fire Department
From: Deric Horne – Chief Philadelphia Fire Department
Subject: Boat and Motor Transfers

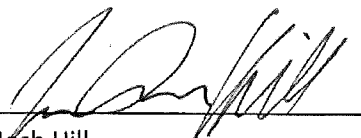
The Philadelphia Fire Department transferred one Haul-rite boat trailer to Gautier Fire Department. This equipment will be utilized for local response as well at Task Force response when needed/requested by MOHS for in state response as well as out of state response.

The VIN number: 19BEK1520NCC22010



Deric Horne

July 11, 2024
Date



Josh Hill

July 11, 2024
Date



Philadelphia Fire Rescue
Chief Deric Horne
907 Herman Alford Memorial Highway
Philadelphia, MS 39350

Office: (601)656-5841
Cell: (601)416-7968
Fax: (601)650-3585

June 10, 2024

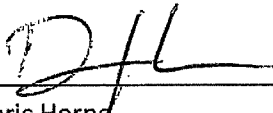
To: Gautier Fire Department
From: Deric Horne – Chief Philadelphia Fire Department
Subject: Boat and Motor Transfers

The Philadelphia Fire Department transferred two 2021 Inmar inflatable boats and two 2021 Mercury 30 hp motors to Gautier Fire Department. This equipment will be utilized for local response as well as Task Force response when needed/requested by MOHS for in state response as well as out of state response.

The VIN numbers are the following:

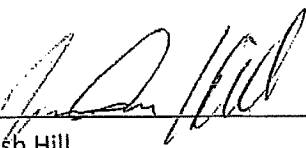
Boat IMG4SA34K221
IMG4SA37K221

Motor 1R069161
1R082399



Deric Horne

June 10, 2024
Date



Josh Hill

June 10, 2024
Date

MANUFACTURER'S STATEMENT OF ORIGIN

FOR AN OUTBOARD MOTOR
Duplicate

DISTRIBUTOR, DEALER, ETC.

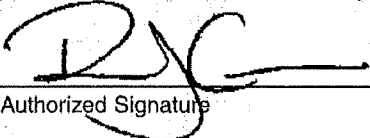
96761 Tennessee Valley Marine
13481 Hwy 31
Athens AL 35611

INVOICE DATE	INVOICE NO.	MODEL NO.	PROGRAM YEAR
10/14/21	11748432	1A3G213KK	2022
MOTOR SERIAL NO. : 1R082399 MAKE : MERCURY HORSEPOWER : 30.0 DESCRIPTION : ME 30MLHGA EFI 4S MANUFACTURE DATE : AUG2021			

THE UNDERSIGNED CORPORATION HEREBY CERTIFIES THAT THE NEW PRODUCT DESCRIBED ABOVE, THE PROPERTY OF SAID CORPORATION, HAS BEEN TRANSFERRED ON THE INVOICE NUMBER AND TO THE DISTRIBUTOR, DEALER, ETC., SHOWN ABOVE. THE CORPORATION FURTHER CERTIFIES THAT THIS WAS THE FIRST TRANSFER OF SUCH NEW PRODUCT IN ORDINARY TRADE AND COMMERCE. THIS DOCUMENT IS NOT A CERTIFICATE OF ORIGIN, AND DOES NOT NECESSARILY IDENTIFY THE COUNTRY(IES) OF MANUFACTURE FOR THE PRODUCTS LISTED HEREIN.

MERCURY INTERNAL
USE ONLY

MERCURY MARINE, DIVISION OF BRUNSWICK CORPORATION
Name of Manufacturer


Authorized Signature

Vice President - Sales
Title or Position

W6250 Pioneer Road, Fond du Lac, WI 54935
Office Address of Signatory (City & State)

Duplicate

DISTRIBUTOR, DEALER, ETC.

96761 Tennessee Valley Marine
13481 Hwy 31
Athens AL 35611

INVOICE DATE	INVOICE NO.	MODEL NO.	PROGRAM YEAR
09/23/21	11704307	1A3G213KK	2022
MOTOR SERIAL NO. : 1R069161 MAKE : MERCURY HORSEPOWER : 30.0 DESCRIPTION : ME 30MLHGA EFI 4S MANUFACTURE DATE : JUN2021			

THE UNDERSIGNED CORPORATION HEREBY CERTIFIES THAT THE NEW PRODUCT DESCRIBED ABOVE, THE PROPERTY OF SAID CORPORATION, HAS BEEN TRANSFERRED ON THE INVOICE NUMBER AND TO THE DISTRIBUTOR, DEALER, ETC., SHOWN ABOVE. THE CORPORATION FURTHER CERTIFIES THAT THIS WAS THE FIRST TRANSFER OF SUCH NEW PRODUCT IN ORDINARY TRADE AND COMMERCE. THIS DOCUMENT IS NOT A CERTIFICATE OF ORIGIN, AND DOES NOT NECESSARILY IDENTIFY THE COUNTRY(IES) OF MANUFACTURE FOR THE PRODUCTS LISTED HEREIN.

MERCURY INTERNAL
USE ONLY

~~MERCURY MARINE~~

DIVISION OF BRUNSWICK CORPORATION

Name of Manufacturer

Authorized Signature _____

Vice President - Sales

Title or Position

W6250 Pioneer Road, Fond du Lac, WI 54935

Office Address of Signatory (City & State)



MANUFACTURER'S STATEMENT OF ORIGIN FOR A VESSEL

INVOICE DATE
08/23/2021

INVOICE NO.
23057

VESSEL HULL I.D.
IMG4SA34K221

MODEL YEAR
2021

MAKE
INMAR

VESSEL TYPE: INFLATABLE BOAT

OUTBOARD:

MODEL: 430-SR-HD

SERIAL:

HULL LENGTH: 4.3 METERS

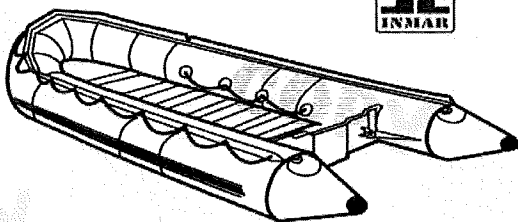
MATERIAL: RUBBER

I, the undersigned authorized representative of the company, firm, or corporation named below, hereby certify that the new vessel described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ECT.

ONE BOAT
13481 HIGHWAY 31
ATHENS, AL 35611

It is further certified that this was the first transfer of such new vessel in ordinary trade and commerce.



Inmar Inflatables

BY: _____

(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

SAN DIEGO, CA 92154

CITY - STATE

24580

WARNING: THE RED "PROTECTED" LOGO BELOW CONTAINS HEAT SENSITIVE SECURITY INK WHICH SHOULD TEMPORARILY DISAPPEAR WHEN RUBBED

PROTECTED



MANUFACTURER'S STATEMENT OF ORIGIN FOR A VESSEL

INVOICE DATE
08/23/2021

INVOICE NO.
23057

VESSEL HULL I.D.
IMG4SA37K221

MODEL YEAR
2021

MAKE
INMAR

VESSEL TYPE: INFLATABLE BOAT

OUTBOARD:

MODEL: 430-SR-HD

SERIAL:

HULL LENGTH: 4.3 METERS

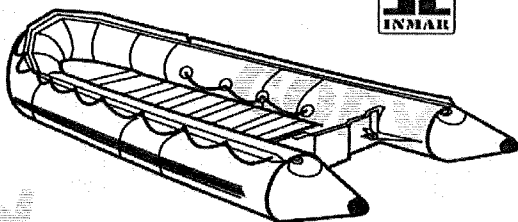
MATERIAL: RUBBER

I, the undersigned authorized representative of the company, firm, or corporation named below, hereby certify that the new vessel described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ECT.

ONE BOAT
13481 HIGHWAY 31
ATHENS, AL 35611

It is further certified that this was the first transfer of such new vessel in ordinary trade and commerce.



Inmar Inflatables

BY: _____

(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

SAN DIEGO, CA 92154

CITY - STATE

24580

WARNING: THE RED "PROTECTED" LOGO BELOW CONTAINS HEAT SENSITIVE SECURITY INK WHICH SHOULD TEMPORARILY DISAPPEAR WHEN RUBBED

PROTECTED

CERTIFICATE OF ORIGIN FOR A VEHICLE

B & M MANUFACTURING CO.

DATE
NOVEMBER 5, 2021

INVOICE NO.
140405

VEHICLE IDENTIFICATION NO.
19BEK1520NCC22010

YEAR
2022

MAKE
HAUL-RITE

BODY TYPE
BOAT TRAILER

SHIPPING WEIGHT
1250 LBS

H.P. (S.A.E.)

G.V.W.R.
5250 LBS

NO. CYLS.

SERIES OR MODEL
LD/RK TANDEM

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

ONE BOAT
13481 US HWY.31
ATHENS, AL 35611

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

DM-73

B & M MANUFACTURING CO.

BY:

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

BM 00251907

FORM # VINEZE - BMMCO

CAMDENTON, MO 65020

CITY STATE

VIN # 19BEK1520NCC22010

MODEL: LD/RK TANDEM

YEAR: 2022

CUSTOMER INFORMATION:

DEALER INFORMATION:

NAME

DEALER NAME ONE BOAT

ADDRESS

ADDRESS: 13481 US HWY.31

ATHENS, AL 35611

PHONE

PURCHASE DATE

OWNER'S SIGNATURE

DATE

Please return Warranty Registration to:

B & M MANUFACTURING CO. 1150 OLD SOUTH 5 CAMDENTON, MO 65020

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

ORDER NUMBER 620-2024

WHEREAS, the 28th Annual Cruisin' the Coast will be held October 6, 2024 through October 13, 2024 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more; and

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

WHEREAS, several sponsors have offered donations to the City for the purpose of hosting this event, including Gold Sponsor – Seymour Engineering (\$2,500), Silver Sponsor – Chevron Products Company (\$1,000), Bronze Sponsor – Foster's Air & Heating (\$500), and Audio Wave, Inc (\$100); and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the monetary donations from Seymour Engineering (\$2,500), Chevron Products Company (\$1,000), Foster's Air & Heating (\$500), and Audio Wave, Inc (\$100) for the City of Gautier's Cruisin' Through the Decades Event to be held October 6, 2024 starting at 12:00 P.M. is hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 07/23/2024
Subject: Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event

REQUEST:

The Recreation Department is seeking authorization from City Council to accept the following monetary donations for the City of Gautier's Cruisin' Through the Decades Event held on October 6, 2024.

BACKGROUND:

The 28th Annual Cruisin' the Coast will be held Oct. 6 – 13, 2024 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one-day event called, Cruisin' Through the Decades that will take place October 6, 2024 starting at 12 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

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

1. Gold Sponsor - \$2,500- Seymour Engineering
2. Silver Sponsor - \$1,000-Chevron Products Company
3. Bronze Sponsor-\$500- Foster's Air & Heating
4. Sponsor-\$100- Audio Wave INC.

RECOMMENDATION:

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

The City Council may:

1. Approve the monetary donations listed above; or
2. Not approve the monetary donations listed above.

ATTACHMENTS:

1. Cruisin' Sponsorship Checks July 2024

SEYMOUR ENGINEERING, PLLC

925 TOMMY MUNRO DRIVE

SUITE G

BILOXI, MS 39532

(228) 385-2350

BancorpSouth Bank

BILOXI, MS 39530

85-127/642

9836

6/12/2024

PAY TO THE
ORDER OF

CITY OF GAUTIER

\$ **2,500.00

Two Thousand Five Hundred and 00/100

DOLLARS

PROTECTED AGAINST FRAUD

CITY OF GAUTIER

ATTENTION: CHASSITY BILBO

3330 HIGHWAY 90

GAUTIER, MS 39553

BACOT FOUNDATION OF SOUTH MISSISSIPPI

PO BOX 1442

PASCAGOULA, MS 39568

THE CITIZENS BANK

6808

7/18/2024

PAY TO THE
ORDER OF

City of Gautier

\$ **1,000.00

One Thousand and 00/100

DOLLARS

City of Gautier

MEMO

Cruisin Through the Decades - Silver

Chevron

AUTHORIZED SIGNATURE

FOSTER'S AIR CONDITIONING AND HEATING, INC.

P.O. BOX 606

GAUTIER, MISSISSIPPI 39553

PHONE: 228/497-2285

85-368/655

6/14/2024

PAY TO THE
ORDER OF

CITY OF GAUTIER

\$ **500.00

Five Hundred and 00/100

DOLLARS

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

FOSTER'S AIR CONDITIONING AND HEATING, INC.

MEMO

cruisin the coast

AUDIO WAVE INC.
2525 HWY 90 #13D
GAUTIER MS 39553

12069

85-136/653

7/10/24

DATE

PAY TO THE
ORDER OF

City of Gautier

\$ 100.00

One hundred dollars + 00/100

DOLLARS

Security Features
Included.
Details on back.



Merchants

& Marine Bank

MarineBank.com

FOR

Cruisin' the Coast

Dennis M. Phillips

MP

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

ORDER NUMBER 621-2024

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 August 2024 in the amount of \$39,397.96 is hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2024.

AUGUST 2024 UTILITY ADJUSTMENTS

THESE FOLLOW POLICY/ RECOMMEND APPROVAL

	ACCT #	100 WATER	400 SEWER	195 L/C	130 CAPACITY	800 TAX	ADJ	REASON FOR ADJUSTMENT
	005-16801-000	86.63	173.28	70.00			329.91	Line in yard
	007-02101-000		33.26				33.26	Pressure washing
	011-04601-001	137.55	255.83	105.00			498.38	Behind Walls
	015-17001-000		64.10				64.10	Pool Fill
	017-22501-000	182.54	241.72	35.00			459.26	Theft of Utilities
	025-26701-000		88.93				88.93	Pool Fill
	027-12701-000	296.93	393.19	35.00			725.12	Line in yard
	027-28101-000		76.52				76.52	Sod
	029-12501-002		48.56				48.56	Pool Fill
	033-02901-007		155.81	35.00			190.81	Pool Fill
	035-05301-000	276.91	366.68	105.00			748.59	Line in yard
	035-15351-001		85.80				85.80	Pool Fill
	036-30903-000	8,388.09	14,826.23				23,214.32	Sterilizer leak
	039-07401-005		137.49	105.00			242.49	Behind Walls
	039-17301-003	107.61	212.68	70.00			390.29	Water Heater
	041-08801-001		98.09				98.09	Pool Fill
	062-01301-001		145.32				145.32	Pool Fill
	062-21801-000		398.61	35.00			433.61	Pool Fill
	065-30901-000	80.40	176.77	70.00			327.17	Line in yard
	080-06701-002		65.07				65.07	Pool Fill
	080-20401-005	226.69	357.89	140.00			724.58	Behind Walls
	089-19731-000	291.34	626.96	140.00			1,058.30	Line in yard
	092-12301-002		448.26	35.00			483.26	Pool Fill
	095-10201-003		46.27	35.00			81.27	Pool Fill
	095-16501-000	338.75	738.54	35.00			1,112.29	Outside Spigot
	095-14601-000		81.70				81.70	Pool Fill
	101-05801-005	892.39	2,301.79	70.00			3,264.18	Line in yard
	103-06901-000		238.59				238.59	Pool Fill
	110-17111-002		120.86				120.86	Pool Fill
	110-23701-003		101.10				101.10	Pool Fill
	110-24701-001		68.93				68.93	Pool Fill
	113-32301-001	265.09	516.47	140.00			921.56	Behind Walls
	116-13401-000		178.10				178.10	Pool Fill

	116-37201-000		110.02				110.02	Pool Fill
	119-10201-002	37.68	81.71	105.00			224.39	Line in yard
	125-13701-000	294.03	795.36	140.00	350.00	54.88	1,634.27	Line in yard
	139-09101-002		99.04				99.04	Pool Fill
	139-47251-006	163.39	325.96	140.00			629.35	Water Heater
	TOTAL	12,066.02	25,281.49	1,645.00	350.00	54.88	39,397.39	
COMPLETED								

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

RESOLUTION NUMBER 151-2024

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING BROKEN EQUIPMENT FROM THE CITY OF GAUTIER'S INVENTORY

WHEREAS, the City Clerk Department is requesting the following office equipment be removed from inventory and declared surplus:

- Maytag Washing Machine
- Roper Dryer
- Refrigerator

WHEREAS, the Mayor and Members of the Council have determined that given the condition, this equipment has no value, and therefore removal from inventory and declared surplus is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the office equipment described above is hereby removed from inventory and declared surplus.

BE IT, FURTHER, RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary for this purpose.

The motion to approve the foregoing resolution was made by **Councilman Colledge**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

NAYS: None

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 6th of August, 2024.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 07/30/2024
Subject: Authorization to remove broken equipment from the City of Gautier's inventory

REQUEST:

City Council authorization is requested by the Fire Department for removal of a Maytag Washing Machine, Roper Dryer and a refrigerator from the City of Gautier's Inventory.

BACKGROUND:

The Fire Department has determined that these items are no longer in working order. Removal from inventory is in the best interest of the City of Gautier.

DISCUSSION:

None

RECOMMENDATION:

The City Staff recommends that City Council authorize the removal of these items from inventory so the inventory spreadsheet may be updated.

ATTACHMENTS:

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

ORDER NUMBER 622-2024

WHEREAS, on or before August 16, 2022, the City of Gautier entered into a Master Services Agreement with CivicPlus (CivicEngage) for website redesign and maintenance; and

WHEREAS, the renewal and addendum require an increase of \$268.80 annually, for a total yearly charge of \$9,228.80

WHEREAS, the City Council hereby finds that the contract renewal and approval of the addendum are 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 addendum to the Agenda Management Agreement with CivicPlus (CivicEngage), that includes a \$268.80 increase for the upcoming fiscal year 2025-2026, is hereby approved, and the City Clerk is hereby authorized to pay upon approval. The new total annual charge is \$9,228.80

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

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2024.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-72365-1

Date:

4/16/2024 8:01 AM

Customer:

GAUTIER, MISSISSIPPI

QTY	Product Name	DESCRIPTION	TOTAL
1.00	48 Month Redesign Premium Annual - CivicEngage Central Renewal	48 Month Redesign Premium Annual - CivicEngage Central	USD 3,146.38
1.00	DNS Hosting for .GOV – Annual Fee Renewal	DNS Hosting for .GOV - Annual Fee: http://www.gautier-ms.gov	USD 91.50
1.00	Hosting & Security Annual Fee - CivicEngage Central Renewal	Hosting & Security Annual Fee - CivicEngage Central	USD 1,217.56
1.00	Annual - CivicEngage Central Renewal	Annual - CivicEngage Central	USD 3,950.36
1.00	CivicSend Annual - CivicEngage Central Renewal	CivicSend Annual	USD 2,433.90
1.00	SSL Management – CP Provided Only Renewal	SSL Management - CP Provided Only 1 per domain (Annually Renews): http://www.gautier-ms.gov	USD 91.50
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -1,702.40
Annual Recurring Services - Initial Term		USD 9,228.80	
Annual Recurring Services - (Subject to Uplift)		USD 10,931.20	

1. This renewal Statement of Work ("SOW") is between City of Gautier ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 8/16/2024 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

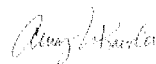
IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Printed Name:

Printed Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

7/15/2024

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

RESOLUTION NUMBER 152-2024

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 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

July 17, 2024

Re: Resolution For Lien Assessment

Dear Council Members:

I am requesting the Council approve the abatement costs of 7745 Narcissus. The costs are associated with a previous abatement and lien order this Council issued for this property. 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
#85441268.000 7745 Narcissus Gautier, MS 39553	HICKORY HILLS RENTALS Erich Nichols 1310 COVE AVE OCEAN SPRINGS MS 39564	Cost: \$4,000 Penalty: \$2,000 Total Assessment: \$6,000

Sincerely,

Patrick Fagan

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

During City Manager comments, it was brought to the Mayor and Council's consideration for a thirty (30) day extension to the Municipal Solid Waste Collection and Disposal Services contract between the City of Gautier and Waste Pro of Mississippi, Inc.

Councilman George made the motion to approve the thirty (30) day extension to the Municipal Solid Waste Collection and Disposal Services contract between the City of Gautier and Waste Pro of Mississippi, Inc., in substantial form. Councilman Colledge seconded the motion. The vote was carried unanimously.

MUNICIPAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES
CONTRACT BETWEEN THE CITY OF GAUTIER AND WASTE PRO OF
MISSISSIPPI, INC.

This contract is made and entered this the 23rd day of July, 2018 by and between Waste Pro of Mississippi, Inc., a Mississippi corporation (hereinafter referred to as "Contractor") and the City of Gautier, Mississippi (hereinafter referred to as "City").

WHEREAS, the City and Contractor previously entered into a written agreement for solid waste collection and disposal services as more fully described in the "City of Gautier Municipal Solid Waste Disposal Services Contract" (attached hereto as "Exhibit A", and hereinafter referred to as "the Contract"); and

WHEREAS, the City desires for the Contractor to provide the services outlined in the Contract from September 13, 2024 through October 7, 2024; and

WHEREAS, the Contractor desires to provide said services during this period, and will do so in accordance with the terms of the Contract, payable by the City within 30 days of receipt of an invoice; and

WHEREAS, all provisions in the Contract (including amendments and/or revisions) except for the duration terms, are adopted as the terms of the immediate agreement;

IT IS THEREFORE AGREED that, in exchange for the consideration cited herein, the City and Contractor hereby enter this Municipal Solid Waste Collection and Disposal Services Contract Between the City of Gautier and Waste Pro of Mississippi, Inc.

DATED this 6th day of August, 2024.

By: _____
Chris Lockwood, Authorized Representative
Waste Pro of Mississippi, Inc.

By: _____
Paula Yancey, City Manager
City of Gautier

During City Manager comments, a motion was requested for the authorization to negotiate the terms of a solid waste collection and disposal contract with Waste Pro of Mississippi, Inc., and Pelican Waste & Debris Management, LLC.

Councilman Gollott made the motion to authorize the City Manager to negotiate the terms of solid waste collection and disposal contracts with Waste Pro of Mississippi, Inc., and Pelican Waste & Debris Management, LLC. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 623-2024

WHEREAS, the City solicited requests for proposals for solid waste collection and disposal; and

WHEREAS, the City has received two responses to this request; and

WHEREAS, after review of the proposals, and based on price, technology, financial responsibility, legal responsibilities, and other relevant factors, the City hereby finds that Waste Pro of Mississippi, Inc. and Pelican Waste & Debris Management, LLC are the most qualified respondents;

WHEREAS, because Waste Pro of Mississippi, Inc. and Pelican Waste & Debris Management, LLC are the most qualified respondents to the request for proposals, the City Council finds that it is in the best interests of the City to authorize the City Manager to enter contract negotiations with each entity in an effort to create a contract for solid waste collection and disposal;

THEREFORE, IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to negotiate the terms of a solid waste collection and disposal contract with Waste Pro of Mississippi, Inc. and Pelican Waste & Debris Management, LLC; and

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 6, 2024.

During City Attorney comments, it was brought to the Mayor and Council's consideration for a contract between the City of Gautier and George County to provide housing at George County Regional Correctional facility for Gautier's city prisoners.

Councilman Anderson made the motion to approve the contract between the City of Gautier and George County to provide housing at George County Regional Correctional Facility for Gautier's City prisoners. Councilman Jackson seconded the motion. The vote was carried unanimously.

**CONTRACT BETWEEN
GEORGE COUNTY, MISSISSIPPI, AND
THE CITY OF GAUTIER, MISSISSIPPI,
TO PROVIDE HOUSING AT THE GCRCF
FOR GAUTIER CITY PRISONERS**

KNOW ALL MEN BY THESE PRESENTS that **GEORGE COUNTY, MISSISSIPPI**, [hereinafter called "**The County**"], with the approval of the Sheriff of George County, Mississippi, [hereinafter called "**The Sheriff**"] and the Warden of the George County Regional Correctional Facility [hereinafter called "**The Warden**"], and the **CITY OF GAUTIER, MISSISSIPPI**, hereinafter called "**The City**," made and entered into this contract effective on the date on which all parties have signed this contract, which shall be "the effective date" of this contract.

WITNESSETH:

WHEREAS, the City of Gautier, Mississippi, (The City) would like to house its city prisoners in the George County Regional Correctional Facility (the jail); and

WHEREAS, the County is willing to make space available in the jail to house these prisoners for the City; and

WHEREAS, Mississippi Code Annotated, Section 47-1-39 (Supp.2000) authorizes the parties hereto to enter into this type contract;

NOW THEREFORE, The County and The City agree as follows:

1. **Term.** This contract shall be for an initial term of one (1) year, beginning on the effective date of this contract and ending one year later; provided, however, that this contract shall automatically renew for successive one-year terms, unless and until either party has elected to cancel this contract as provided herein.

2. **Cancellation.** Either party may cancel this contract at any time by providing a minimum of 30 days' written notice that it is canceling the contract. If the County wants to cancel, it shall deliver the written notice to the City Manager and City Clerk of the City. If the City wants to cancel, it shall deliver the written notice to the President of the Board of Supervisors of The County, with a copy to the Sheriff and the Warden.

3. **County obligations.**

- a. The County agrees to provide housing (room and board) for City prisoners.
- b. The Jail will bill the City monthly for housing city prisoners.

4. City obligations.

- a. The City shall pay the County \$40/per calendar day for each city prisoner housed in the jail.
- b. The payment shall be made to George County, MS, and mailed or hand-delivered to the George County Comptroller, 329 Ratliff Street, Lucedale, MS 39452.
- c. The City is responsible for all transportation concerning the city prisoners, including picking up the prisoners at the jail and returning the prisoners to the jail. City prisoners must be picked up and delivered by a uniformed law enforcement officer. The City law enforcement officer must unshackle each prisoner before the prisoner is delivered to the jail and must shackle each prisoner when the prisoner is picked up at the jail.
- d. In addition to the \$40/day charge for each city prisoner, the city shall also be responsible for any and all medical expenses incurred by each city prisoner.

5. Amendments. This contract may be amended only by a written amendment signed by all parties hereto. No amendment shall be binding on any party unless signed by all parties hereto.

6. Scanned copy. A photocopied or scanned copy of this contract shall have the same legal force, effect, and consequence as the original and shall be admissible in evidence, with the same effect as the original itself, in any judicial or administrative proceeding, regardless of whether the original is in existence, and neither party shall object to the admission in evidence of any such reproduction, unless that party reasonably believes that the reproduction does not accurately reflect the contents of the original and objects on that basis.

THIS CONTRACT entered into by and among the parties hereto on the dates set forth below.

AGREED to on this the 5TH day
of AUGUST, 2024.

GEORGE COUNTY, MS

By: 
President, Board of Supervisors

AGREED to on this the _____ day
of _____, 2024.

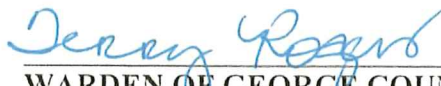
CITY OF GAUTIER, MS

By: _____
City Manager

APPROVED AND AGREED TO on this
5TH day of AUGUST, 2024:


SHERIFF OF GEORGE COUNTY, MS

APPROVED AND AGREED TO on this
5 day of August, 2024:


WARDEN OF GEORGE COUNTY
REGIONAL CORRECTIONAL FACILITY

Councilman Jackson made the motion to recess until August 20, 2024 at 6:30pm.
Councilman George seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 20, 2024.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

August 20, 2024
Receive June and July 2024 Privilege License Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive June and July 2024 Privilege License Reports

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for June and July 2024 are hereby received.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 20, 2024.

		City of Gautier		
		Business Registry		
		Jun-24		
ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
1555	2025-05-0008727	All God's Children Learning	\$30.00	Current
769	2025-06-0008728	Waste Pro	\$150.00	Current
1867	2025-06-0008729	Tiki Marina & Pontoon Rental	\$20.00	Current
1868	2025-06-0008730	Mississippi Mud's Cakes, LLC	\$20.00	New Business
1869	2025-06-0008731	Treasured Memories Imaging	\$20.00	New Business
1814		Treasured Memories Imaging		Closed Business
1870		Knight's Arcade		Closed Business
1871	2025-06-0008732	Antonio's Pizzeria	\$45.00	New Business
1872	2025-06-0008733	Howie T's	\$35.00	New Business
1648	2025-06-0008734	Upright Cleaning	\$20.00	Current
1831	2025-06-0008735	One Stop of Gautier	\$40.00	Current
1873	2025-06-0008736	Full Mods & Performance	\$20.00	New Business
1152	2025-06-0008737	R&R Lawn Care	\$20.00	Current
620	2025-06-0008738	Dirt Cheap, LLC	\$180.00	Current
1716	2025-06-0008739	Bent Tree Bluff Designs	\$20.00	Current
1874	2025-06-0008740	Bradford River Bend, LLC	\$30.00	New Business
1875	2025-06-0008741	Phoenix Labor Group, LLC	\$30.00	New Business
1876	2025-06-0008742	Bienville Therapy LLC	\$45.00	New Business
1708	2025-04-0008743	Brock Services	\$33.30	Delinquent
1771	2025-06-0008744	Maid 4 Cleaning Services, LLC	\$20.00	Current
1877	2025-06-0008745	Affordable Tax Service	\$20.00	New Business
1878	2025-06-0008746	Loving Hearts Homecare Service	\$20.00	New Business
1879	2025-06-0008747	Pushin Ink	\$20.00	New Business
1880	2025-06-0008748	Patrick's Fine Spirits	\$40.00	New Business
924	2025-07-0008749	Furlan's Marine Inc.	\$39.00	Current
780	2025-07-0008750	Sailmaker's Supply	\$20.00	Current
1715	2025-06-0008751	Gautier Family Dental	\$30.00	Current
1590	2025-07-0008752	M&M Bank	\$30.00	Current
331	2025-07-0008753	The Carpet Mart, Inc.	\$20.00	Current
1881	2025-06-0008754	Boriken Café	\$30.00	New Business
1354	2025-02-0008755	Possum Palaces LLC	\$22.60	Delinquent
1260	2025-04-0008756	Certification Services Inc	\$22.20	Delinquent
777		Larry's Pool & Handyman Services		Closed Business
649	2025-07-0008757	Batson & Brown, Inc.	\$30.00	Current
1325	2025-06-0008758	CVS Pharmacy	\$370.00	Current
1560	2025-06-0008759	A&B Towing	\$20.00	Current
		TOTAL:		
		New Business	13	
		Transient Vendor	0	
		Closed Business	3	
		Delinquent Renewal Issued	3	
		Current	17	

New Business June 2024	Business Address	Business Phone	Business Description
Tiki Marina & Pontoon Rental	3209 Willis St	228-546-6017	Boat slip & Pontoon rental
Mississippi Mud's Cakes, LLC	2709 Portau Prince Dr	601-543-5151	Catering
Treasured Memories Imaging	4535 Gautier Vancleave Rd Suite B	228-641-9401	Ultrasound imaging & Photography
Antonio's Pizzeria	2120 Ladnier Rd	228-313-3444	Restaurant
Howie T's	3208 Ladnier Rd	228-355-9611	Restaurant
Full Mods & Performance	3400 Hwy 90	228-346-6423	Classic fabrication & performance repairs
Bradford River Bend, LLC	330 Hwy 90	334-707-2479	Substance abuse disorder program
Phoenix Labor Group, LLC	1108 Hwy 90	228-366-3223	Employment Agency
Blenville Therapy, LLC	6300 East Lake Blvd Suite 101	228-215-2240	Physical Therapy
Affordable Tax Service	7288 Francis Dr	601-996-9274	Tax Services
Loving Hearts Homecare Service	7288 Francis Dr	601-996-9274	Homecare
Pushin Ink	3204 Ladnier Rd Suite 4	228-227-6564	Tattoo supply shop
Patrick's Fine Spirits	3101 Ladnier Rd	228-497-4066	Liquor Store

		City of Gautier		
		Business Registry		
		Jul-24		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
1655	2025-07-0008760	MPC Gautier Walk-in-Clinic	\$20.00	Current
1653	2025-07-0008761	Killer Crab and Seafood	\$45.00	Current
1725	2025-07-0008762	Professional Services & Rentals	\$20.00	Current
1782	2025-07-0008763	MS Coastal Services LLC	\$20.00	Current
1561	2025-06-0008764	Cammies Home Store	\$22.00	Delinquent
1769	2025-06-0008765	Albert Pro General Remodeling	\$22.00	Delinquent
1882	2025-07-0008766	Amy Auto Repair LLC	\$20.00	New Business
653	2025-07-0008767	College Villa Apartments	\$20.00	Current
1639	2025-01-0008768	Toddler Town Academy	\$34.50	Delinquent
1883	2025-07-0008769	Coast Meadows MS Land LLC	\$20.00	New Business
1884	2025-07-0008770	Bleeding Crow Tattoo	\$20.00	New Business
1330	2025-07-0008771	Circle K	\$95.00	Current
1654	2025-07-0008772	Peace of Mind Homecare Service	\$20.00	Current
1885	2025-07-0008773	Southern Root LLC	\$30.00	New Business
1886	2025-07-0008774	REC Electric Contractors LLC	\$20.00	New Business
1003	2025-07-0008775	AD2 Inc	\$20.00	Current
1887	2025-07-0008776	Cammies Home Store	\$20.00	New Business
1498	2025-08-0008777	Iglesia Cristiana	\$20.00	Current
1494	2025-08-0008778	Magnolia Oaks	\$30.00	Current
1774	2025-06-0008779	I Am Me-Hair LLC	\$22.00	Delinquent
1381	2025-06-0008780	Deaconess Home Care	\$141.00	Current
1829	2025-06-0008781	Manna	\$33.00	Delinquent
1092	2025-08-0008782	The Disability Consulting Clinic LLC	\$20.00	Current
1781	2025-07-0008783	Exotic Nails	\$20.00	Current
685	2025-08-0008784	C West Realty LLC	\$20.00	Current
1329	2025-07-0008785	World Finance	\$20.00	Current
1378	2025-08-0008786	Mary's Alterations & Designs	\$20.00	Current
1445	2025-08-0008787	A.M.P Designs	\$20.00	Current
1786	2025-08-0008788	Cork -N- Bottle Liquor & Wine	\$70.00	Current
409	2025-04-0008789	Hickory Resort Association	\$33.60	Delinquent
1830		Chamitos		Closed Business
1788	2025-08-0008790	Mobile Smart Repair	\$20.00	Current
566	2025-08-0008791	Burnham McKinney Pharmacy	\$62.50	Current
1888	2025-07-0008792	Robinson All Phase Plumbing LLC	\$20.00	New Business
1776	2025-07-0008793	New York Pizza	\$30.00	Current
1833	2025-07-0008794	Voodoo Laser Engraving	\$20.00	Current
1276	2025-08-0008795	Ice Cream & More LLC	\$20.00	Current
1615	2025-08-0008796	Gulf Coast Fitness	\$20.00	Current
1727	2025-07-0008797	Baywood Nutrition	\$20.00	Current
		TOTAL:	39	
		New Business	7	
		Transient Vendor	0	
		Closed Business	1	
		Delinquent Renewal Issued	6	
		Current	25	

New Business July 2024	Business Address	Business Phone	Business Description
Amy Auto Repair LLC	3708 Hwy 90 #5	407-454-1964	Auto Repair
Bleeding Crow Tattoo	810 Hwy 90 Suite B	228-369-7822	Tattoo Shop & Permanent Makeup
Southern Root LLC	3100 Ladnier Rd	251-402-0125	Medical marijuana dispensary
Cammie's Home Store	810 Hwy 90 Suite D	228-369-0195	Home Décor
REC Electric Contractors LLC	7860 Narcissus Dr	228-218-9023	Contractor
Robinson All Phase Plumbing LLC	4025 Hillandale Dr	228-249-0012	Plumber/Subcontractor
Coast Meadows MS Land LLC	2101 Ladnier Rd	504-293-3975	Management for mobile home community

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:

August 20, 2024

Title:

Approval of the addendum to the Computer Support Agreement with Delta Computer Systems, Inc.

Introduced by:

Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of Delta Computer Systems, Inc. Computer Support Agreement Addendum

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 City of Gautier previously entered into a Computer Support Agreement with Delta Computer Systems, Inc. for accounting software maintenance and privilege license system support; and

WHEREAS, the renewal and addendum require an increase of \$25.00, giving the total monthly charge of \$690.00; and

WHEREAS, the City Council hereby finds that the contract renewal and approval of the addendum are 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 addendum to the Computer Support Agreement with Delta Computer Systems, Inc., that includes a \$25.00 increase for the fiscal year 2024-2025, is hereby approved. The new total monthly charge is \$690.00

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 August 20, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 08/12/2024
Subject: Approval of Delta Computer Systems, Inc. Computer Software Support Agreement Addendum

REQUEST:

City Council approval is requested for an addendum to the Delta Computer Systems, Inc. Computer Software Support Agreement. The addendum includes an increase of \$25.00. The monthly charge of \$690.00 is for Accounting Software Maintenance and Privilege License System Support for fiscal year 2024-2025.

BACKGROUND:

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The annual renewal is required to continue services and support.

DISCUSSION:

None

RECOMMENDATION:

City Clerk recommends the renewal of the Delta Computer Systems Software Agreement Addendum.

ATTACHMENTS:

1. Delta Computer Systems, Inc Software Support Ageement Addendum



Delta Computer Systems, Inc.

A Harris Local Government Company

Computer Software Support Agreement ADDENDUM

925 Tommy Munro Dr.
Ste.C
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

For: CITY OF GAUTIER-CITY CLERK

MSC301

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2024 These charges will be billed on 9/15/2024 due for payment 10/ 1/2024.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
169	Accounting Software Maintenance	10/2023	470.00	490.00	
2495	Privilege License System Support	10/2023	195.00	200.00	
IVMCBP03(1)		TOTAL:	665.00	690.00	MONTHLY

Agreed this _____ day of _____, 2024.

CITY OF GAUTIER
County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature

Printed Name

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



Delta Computer Systems, Inc.

A Harris Local Government Company

925 Tommy Munro Dr.
Ste. C
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7688

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this _____ day of _____, _____

CITY OF GAUTIER

Client Name _____

Client Signature _____

Printed Name _____

Accepted: Delta Computer Systems, Inc.
925 Tommy Munro Dr.
Ste. C
Biloxi, MS 39532

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

August 20, 2024
Authorization for the Gautier Police Department to change internet service to C Spire

Introduced by:
Contact Person/Telephone

David Bever 497-8000

Summary Explanation: Authorization for the Gautier Police Department to change internet service to C Spire.

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 Gautier Police Department’s internet service is currently provided by Sparklight; and

WHEREAS, due to the necessary increase in upload and download speeds in order to operate department and video management software, the current internet service does not meet the needs of the department; and

WHEREAS, after receiving two upgraded quotes from Sparklight and C Spire, Sparklight can provide 100 MB/s upload/download speed for a monthly total of \$440; and

WHEREAS, C Spire can provide the same speed and is under state contract pricing for the monthly total of \$270; and

WHEREAS, the Chief of Police recommends authorization to change internet service providers from Sparklight to C Spire; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Gautier Police Department is hereby authorized to change internet service providers from Sparklight to C Spire with the monthly total of \$270.

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 August 20, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: David Bever, Chief of Police
Date: August 13, 2024
Subject: C Spire Internet Service at Gautier Police Department

REQUEST:

The Chief of Police is requesting City Council's approval for the Police Department to change internet service from Sparklight to C Spire.

BACKGROUND:

The current internet service at the police station does not meet the needs of the department. The police department needs to increase upload and download speeds to operate department and video management software.

DISCUSSION:

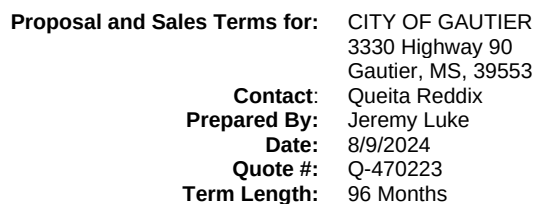
The Chief of Police received quotes for upgraded service from Sparklight and C Spire. Sparklight quote was \$440 a month for 100 MB/s upload/download speed. C Spire quote was \$270 a month for the same speed and is under state contract pricing.

RECOMMENDATION:

The Chief of Police recommends the Mayor and Council approve changing the Police Department's internet service to C Spire and authorize the City Manager to execute a contract for service.

ATTACHMENT:

Quotes for Service



Summary		
Location	Monthly	Total Upfront
3329 U.S. 90, GAUTIER, MS 39553	\$270.00	\$0.00

Equipment that is not managed or owned by C Spire Business is the responsibility of the Customer and may result in an impact to service quality. C Spire Business support does not cover Customer-managed equipment. C Spire Business may provide professional services for configuration changes or troubleshooting for an additional fee, or can develop a proposal for replacement with managed infrastructure.

Proposals that include 3rd party circuits or circuits off-net to C Spire's Network should be considered budgetary and may be subject to additional installation costs. If additional installation costs are required, Customer will have the option to revise or cancel the service agreement.

If this agreement includes Azure and/or AWS Services, the amount quoted is an estimate only. The actual amount billed and invoiced will be based on actual consumption as calculated by the public cloud provider.



Gautier Police Department

<i>Dedicated Internet Quote for Services</i>					
		Bandwidth	36 month	60 month	Installation Cost
Dedicated	3329 Highway 90 Gautier, Ms. 39553	100	\$ 625.00	\$ 440.00	\$0
Internet Access					

NOTE:

1. Bandwidth is symmetrical
2. 5 Static IP's included in pricing
3. Dedicated Internet Access
4. Complete fiber build from end to end
5. Quote Valid for 60 days
6. No installation or set up fees

Danny Kavanagh

Senior Account Executive | Sparklight Business

T: 228-348-2405

1635 Popps Ferry Rd Suite A

Biloxi, Ms. 39532

daniel.kavanagh@sparklight.biz

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

August 20, 2024
Authorization to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-2244

Summary Explanation: Authorization to accept the following monetary donations for the City of Gautier's Cruisin' Through the Decades Event to be held October 6, 2024: Azteca's- \$2,500 (Gold Sponsor) and Heflin Engineering- \$500 (Bronze Sponsor)

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Vaughan	☐	Colledge	☐	George	☐	Jackson	☐	Gollott	☐	Anderson	☐	Elbin	☐
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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 28th Annual Cruisin' the Coast will be held October 6, 2024 through October 13, 2024 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more; and

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

WHEREAS, several sponsors have offered donations to the City for the purpose of hosting this event, including Gold Sponsor – Aztecas (\$2,500) and Bronze Sponsor – Heflin Engineering (\$500); and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the monetary donations from Aztecas (\$2,500), and Heflin Engineering (\$500) for the City of Gautier's Cruisin' Through the Decades Event to be held October 6, 2024 starting at 12:00 P.M. is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier,
Mississippi, at the meeting of August 20, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 08/10/2024
Subject: Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event

REQUEST:

The Recreation Department is seeking authorization from City Council to accept the following monetary donations for the City of Gautier's Cruisin' Through the Decades Event held on October 6, 2024.

BACKGROUND:

The 28th Annual Cruisin' the Coast will be held Oct. 6 – 13, 2024 on the Mississippi Gulf Coast and will feature activities like cruise-ins, headline bands & oldies entertainment, a swap meet, the CTC/Vicari Auto Auction and much more. The City of Gautier has been approved to host a one-day event called, Cruisin' Through the Decades that will take place October 6, 2024 starting at 12 p.m. This is an excellent opportunity for the City of Gautier to promote and bring favorable recognition to the City of Gautier and will have a great economic impact to the local businesses within the City of Gautier.

DISCUSSION:

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

1. Gold Sponsor - \$2,500- Azteca's
2. Bronze Sponsor-\$500- Heflin Engineering

RECOMMENDATION:

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

The City Council may:

1. Approve the monetary donations listed above; or
2. Not approve the monetary donations listed above.

ATTACHMENTS:

1. Sponsorship Checks Azteca's and Heflin

2405 Highway 90
Gautier, MS 39553
(228) 497-2100

14176

8/6/2024

\$ **2,500.00

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

PROTECTED AGAINST FRAUD

City of Gautier
P.O. Box 670
Gautier, MS 39553



MEMO

14176

8/6/2024

Original Amt.
2,500.00

Balance Due
2,500.00

Discount

Payment
2,500.00
2,500.00

Check Amount

2,500.00

HEFLIN ENGINEERING, LLC.

P.O. BOX 47
BRANDON, MS 39043-0047

2061

PAY
TO THE
ORDER OF City of Gautier

DATE 7/31/24

Five Hundred & 00/100

\$ 500.00

DOLLARS



CADENCE
Bank

INFOLINE 1-888-797-7711

FOR Cruisin'!

Spencer

Quintell



ACHIEVE
ACHIEVE

85-127842
830

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

August 20, 2024
Approval of Task Order 1 relating to the Professional Services Agreement with Seymour Engineering for the Fairway Boat Launch and Pier Project – Hickory Hills

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Approval of Task Order 1 relating to the Professional Services Agreement with Seymour Engineering for the Fairway Boat Launch and Pier Project – Hickory Hills, in an amount not to exceed \$39,425.00

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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 of Gautier previously executed a Professional Services Agreement with Seymour Engineering for the Fairway Boat Launch and Pier Project, with a task order format, due to the nature of the work and the need to phase the project; and

WHEREAS, this project is to remove and replace the existing boat launch, add a four-foot-wide finger pier that is approximately 75 feet long to the south side of the boat launch, and explore additional parking near the boat launch; and

WHEREAS, proposed Task Order Agreement No. 1 is for a total of \$39,425 for the Fairway Boat Launch and Pier Project – Hickory Hills final design, bidding construction administration, and resident project representative, as indicated in the attached Task Order; and

WHEREAS, the Mayor and Council Members hereby find that approval of Task Order No. 1 to the agreement is in the best interest of the City of Gautier;

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

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

Motion was made by **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 August 20, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: August 9, 2024
Subject: Fairway Boat Launch and Pier Project Hickory Hills – Professional Services Agreement (Task Order 1 with Seymour Engineering)

REQUEST:

The Grants and Projects Department requests City Council authorization to approve Task Order No.1 under the professional services agreement with Seymour Engineering for work associated with the Fairway Boat Launch and Pier Project, not to exceed \$39,425.

BACKGROUND:

The City of Gautier received Tidelands funding from the Department of Marine Resources for FY2024 and FY2025 for the Fairway Boat Launch and Pier Project.

The project is to remove and replace the existing boat launch (which might require minor dredging and/or excavation), add a four-foot-wide finger pier that is approximately 75 feet long to the south side of the boat launch, and explore additional parking near the boat launch.

DISCUSSION:

This agreement is formatted in Task Order agreements due to the nature of the work and the need to phase the work. Task Order No. 1 is for a total of \$39,425 for the Fairway Boat Launch and Pier Project Hickory Hills final design, bidding construction administration, and resident project representative.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize to approve Task Order No. 1 under the professional services agreement with Seymour Engineering for work associated with Fairway Boat Launch and Pier Project Hickory Hills.

The City Council may:

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

ATTACHMENT(S):

1. Task Order Agreement No. 1



SEYMOUR ENGINEERING

EXHIBIT C

Task Order Agreement No. 1

Fairway Drive Boat Launch

Scope of Work

- Final Design
- Bidding
- Construction Administration
- Resident Project Representative

Compensation

Cost: Lump Sum \$39,425.00 – (Based on Engineer's Estimate - \$300,000.00)

Schedule

- Services under this Task Order Agreement No. 1 shall commence upon approval and execution by Seymour Engineering, PLLC and the City of Gautier.
- * Parking lot and wetland permitting are excluded. A future Task Order shall be issued if selected by the Owner.

SEYMOUR ENGINEERING, PLLC

CITY OF GAUTIER

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

Paula Yancey Date
City Manager

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:
Title:

August 20, 2024
Authorization to enter into an agreement with the U.S. Environmental Protection Agency (EPA) for the construction of the nanofiltration water treatment plant (Northeast Gautier)

Introduced by:
Contact Person/Telephone

Kim Saucier 497-8000 Ext. 315

Summary Explanation: Authorization to enter into an agreement with the U.S. Environmental Protection Agency (EPA) for the construction of the nanofiltration water treatment plant in the northeast area of Gautier.

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 enter into an agreement with the U.S. Environmental Protection Agency (EPA) for the construction of the nanofiltration water treatment plant in the northeast area of Gautier; and

WHEREAS, the City was awarded FY2022 Congressionally Directed Spending in the amount of \$2.77 million to assist with the construction of a one million gallons per day (MGD) nanofiltration water treatment plant in the northeast area of Gautier; and

WHEREAS, on August 6, 2024, the City was notified of the grant agreement award. The federally funded award includes construction procurement, an interconnecting raw water line, additional filtration, color removal treatment, and the construction of a new nanofiltration water treatment facility; and

WHEREAS, the Mayor and Council hereby find that entering into a grant agreement with the U.S. Environmental Protection Agency (EPA) for the construction of the nanofiltration water treatment plant in the northeast area of Gautier is in the best interests of the City.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the grant agreement with the U.S. Environmental Protection Agency (EPA) for the construction of the nanofiltration water treatment plant in the northeast area of Gautier (Grant #03D18524) 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 August 20, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: August 9, 2024
Subject: EPA Community Grant Agreement - Gautier Nanofiltration Water Treatment Project Northeast Area of Gautier-Grant Number 03D18524

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into an agreement with the U.S. Environmental Protection Agency (EPA) for the construction of the nanofiltration water treatment plant in the northeast area of Gautier.

BACKGROUND:

The EPA's State and Tribal Assistance Grants (STAG) infrastructure grants improve water infrastructure and water quality through funding for drinking water, wastewater, and stormwater projects.

The City was awarded FY2022 Congressionally Directed Spending in the amount of \$2.77 million to assist with the construction of a one million gallons per day (MGD) nanofiltration water treatment plant in the northeast area of Gautier.

DISCUSSION:

The City was notified on August 6, 2024, of the grant agreement award. The activities of the federally funded award include construction procurement, an interconnecting raw water line, additional filtration, color removal treatment, and the construction of a new nanofiltration water treatment facility.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council enter into an agreement with the U.S. Environmental Protection Agency (EPA) for the construction of the nanofiltration water treatment plant in the northeast area of Gautier.

The City Council may:

1. Approve entering into a grant agreement with the U.S. Environmental Protection Agency (EPA) as presented; or
2. Not approve entering into a grant agreement with the U.S. Environmental Protection Agency (EPA)

ATTACHMENT(S):

1. Grant Agreement

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement		GRANT NUMBER (FAIN): 03D18524 MODIFICATION NUMBER: 0 PROGRAM CODE: CG	DATE OF AWARD 08/01/2024	
			TYPE OF ACTION New		MAILING DATE 08/06/2024
			PAYMENT METHOD: ASAP		ACH# 40128
			RECIPIENT TYPE: Municipal		Send Payment Request to: R04-Community-grants@epa.gov
RECIPIENT: CITY OF GAUTIER Post Office Box 670 Gautier, MS 39553-5124 EIN: 64-0732369			PAYEE: CITY OF GAUTIER Post Office Box 670 Gautier, MS 39553-5124		
PROJECT MANAGER Kimberly Saucier 3330 U.S. Highway 90 Gautier, MS 39553 Email: ksaucier@gautier-ms.gov Phone: 228-497-0670		EPA PROJECT OFFICER Melissa Mcgee-Collier 61 Forsyth Street SW Atlanta, GA 30303-8960 Email: McgeeCollier.Melissa@epa.gov Phone: 404-562-8392		EPA GRANT SPECIALIST Jessica Hamrick Grants Management Section 61 Forsyth Street SW Atlanta, GA 30303-8960 Email: hamrick.jessica@epa.gov Phone: 404-564-8889	
PROJECT TITLE AND DESCRIPTION The City of Gautier for a Water Treatment Project This action provides funding in the amount to \$2,770,000 to the City of Gautier, MS. The purpose of this project is to construct a one million gallons per day (MGD) nanofiltration water treatment plant in the northeast area of Gautier. Activities include a construction procurement, an interconnecting raw water line, and the construction of a water treatment plant. Deliverables include a construction bid package, procurement of construction contractor, additional filtration, color removal treatment, and a new nanofiltration water treatment facility. Direct beneficiaries include the residents of Gautier, Mississippi. --No subawards are included in this assistance agreement.					
BUDGET PERIOD 07/01/2024 - 06/30/2026	PROJECT PERIOD 07/01/2024 - 06/30/2026	TOTAL BUDGET PERIOD COST \$ 2,770,000.00	TOTAL PROJECT PERIOD COST \$ 2,770,000.00		
NOTICE OF AWARD Based on your Application dated 05/30/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 2,770,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 2,770,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960		ORGANIZATION / ADDRESS U.S. EPA, Region 4, Water Division R4 - Region 4 61 Forsyth Street SW Atlanta, GA 30303-8960			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Shantel Shelmon - Grants Management Officer				DATE 08/01/2024	

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 2,770,000	\$ 2,770,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 2,770,000	\$ 2,770,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	2022 Consolidated Appropriations Act (PL 117-103)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2404VX4111	23	E5C	0422DDH	000B81	4192	-	-	\$ 2,770,000
									\$ 2,770,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 0
7. Construction	\$ 2,770,000
8. Other	\$ 0
9. Total Direct Charges	\$ 2,770,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 2,770,000
12. Total Approved Assistance Amount	\$ 2,770,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 2,770,000
15. Total EPA Amount Awarded To Date	\$ 2,770,000

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and Jessica Hamrick, hamrick.jessica@epa.gov, 404-562-8889
- MBE/WBE reports (EPA Form 5700-52A): Jessica Hamrick, hamrick.jessica@epa.gov, 404-562-8889
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Melissa McGee-Collier, mcgeecollier.melissa@epa.gov, 404-562-8392
- Payment requests (if applicable): Melissa McGee-Collier, mcgeecollier.melissa@epa.gov, 404-562-8392
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Melissa McGee-Collier, mcgeecollier.melissa@epa.gov, 404-562-8392

B. New Recipient Training Requirement

The recipient agrees to complete the [EPA Grants Management Training for Applicants and Recipients](#) and the [How to Develop a Budget](#) training within 90 calendar days of the date of award of this agreement. The recipient must notify the Grant Specialist via email when the required training is complete. For additional information on this training requirement, the recipient should refer to [RAIN-2024-G01](#).

C. Prior Approval of Payments for EPA Community Grants

Payment Requests are to be completed on Standard Form 270, "Request for Advance or Reimbursement" and submitted to the EPA Grants Office with a copy to the EPA Project Officer. This form and instructions for completing it can be found at <https://www.epa.gov/grants/epa-grantee-forms>. The requests will report cumulative expenditures both (federal and non-federal) incurred under the grant. EPA will approve payments for allowable expenditures at the ratio shown in the latest Agreement.

Under this payment mechanism, the recipient submits for EPA approval the Standard Form 270 along with supporting cost documentation via email to R04-Community-grants@epa.gov, the EPA Project Officer (McgeeCollier.Melissa@epa.gov) and the EPA Grants Management Specialist (hamrick.jessica@epa.gov) listed on this award document. Attachments must be submitted in pdf or other acceptable software format (e.g., DocuSign) and the Standard Form 270 must be electronically or digitally signed by your organization's authorized representative or their designee in accordance with EPA's Recipient/Applicant Information Notice (RAIN), [Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email](#). Documentation to support costs claimed for reimbursement include copies of bills (vouchers, invoices, etc.), along with a description of services rendered, time spent, and charges. The table below provides examples of acceptable documentation. Also, as a reminder, please refer to the Grant-Specific Programmatic Terms and Conditions of this award for additional information regarding procurement documentation submission requirements.

After review and written notification of EPA's approval, the recipient will request funds via the U.S. Treasury's Automated Standard Application for Payment (ASAP) system for **100%** of the total allowable expenditures shown on the Standard Form 270 (i.e., the Federal share) for the period covered by the request. EPA may pay 100% of the allowable expenditures reported for the period of the request for grants for which the cost share requirement has been waived by EPA. Payment for costs approved by EPA and authorized for drawdown by the recipient via the ASAP System will be credited to the recipient's designated financial institution (See Financial Information in the [EPA General Terms and Conditions](#) applicable to this award). Any questioned or disallowed costs will be detailed in writing by EPA's Grants Management Officer.

SUPPORTING DOCUMENTATION BY BUDGET CATEGORY	
BUDGET CATEGORY	ACCEPTABLE DOCUMENTATION
1. PERSONNEL (for both EPA-funded and non-EPA funded employees whose services will count towards the recipient's cost share) Records must: • meet the requirements in 2 CFR 200.430(i) for producing accurate information regarding actual hours an employee worked performing the EPA agreement. • reflect 100% of actual hours worked daily and the projects, programs or activities worked, not estimated amounts or percentages. They must also reflect non-working hours used during the pay period. • be certified by an appropriate recipient manager indicating that the hours shown as worked in support of the EPA assistance agreement were actually spent on activities approved and eligible under the agreement for which the costs are claimed. • contain names of employees charging time to the agreement, with explicit indication of number of hours charged, the hourly rate, and the total amount thereof charged.	
1a. Working Hours	• Copies of time sheets or equivalent records
1b. Non-Working Hours (e.g., sick leave, annual leave, holiday pay, etc.) being charged to the agreement if not covered by a leave rate or included in fringe benefits.	• A schedule or report showing the non-working hour cost calculations and amounts claimed, including the applicable accruals and distribution methodologies for the periods used in the calculations.
2. FRINGE BENEFITS – if applicable, approved fringe rate or actual costs per employee.	• A schedule or report showing the fringe benefit cost calculations per employee, per pay period being claimed for payment and charged to the assistance agreement. Individual items included in approved fringe benefit rates must be identified.
3. INDIRECT COSTS – either an approved indirect cost rate agreement covering the period for the indirect costs being claimed, or otherwise approved to use the 10% de minimis rate. See the General Terms and Conditions for additional information.	• A schedule or report showing the indirect costs calculations and amounts claimed and charged to the assistance agreement, including the applicable rates and cost basis for the periods used in the calculations.
4. TRAVEL Note: First class/business class travel costs are not allowable.	• listing of trips taken, trip dates, location, purpose, and actual costs incurred. • copy of signed and dated authorization documents for each trip. • written certification by employee's supervisor or other authorized official that the trip took place. • copy of signed and dated travel vouchers showing actual expenditures
5. EQUIPMENT – records must show equipment items, quantity, unit cost, and total amount consistent with the PO and RFP.	• copy of procurement requests • copy of vendor invoices • quotes or bid announcements as required
6. SUPPLIES	• invoices showing supply items, quantity, unit cost, and total amount consistent with the Purchase Order. • copy of procurement requests • copy of vendor invoices • quotes or bid announcements as

	required
7. CONTRACTUALThe contract agreement must include all applicable clauses stipulated at 2 CFR Part 200.327 and Appendix II. NOTE: per the grant-specific programmatic Terms and Conditions of the award, all contracts should have already been reviewed and approved by the project officer. Contracts for Architectural and Engineering services are included in this category. The costs for consultant compensation that are charged to the EPA assistance agreement (including cost shares) must not exceed the consultant cap (Level IV of the Executive Schedule) as described at 2 CFR 1500.10	• documents showing quotes or bid announcements as required. • evidence of the selection decision and a cost and price analysis • copy of contractor invoices
8. CONSTRUCTIONThis category includes contracts for general construction and other contractor costs for activities described in EPA's Small and Disadvantaged Business (DBE) rule at 40 CFR 33.103.	• documents showing quotes or bid announcements as applicable. • evidence of the selection decision and a cost and price analysis • copy of contractor and vendor invoices
9. OTHERIf subaward costs are being claimed, a copy of the executed subaward agreement must be provided. The subaward agreement must comply with the requirements of the subaward term and condition of the EPA award and 2 CFR 200.331 and 200.332.	• invoices showing items, quantity, unit cost, and total amount. As applicable ensure there are: • copies of procurement requests • copy of vendor invoices • quotes or bid announcements as required • documentation of participant support cost payments approved in the budget • cost Calculations/Allocations of shared costs like rent, utilities, etc.

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS FOR EPA COMMUNITY GRANTS

A. Performance Reporting ([2 CFR 200.329](#))

The recipient agrees to submit performance reports to the EPA Project Officer on a semi-annual basis, no later than April 30 and October 30 of each year. The final performance report must be submitted no later than 120 calendar days after the period of performance end date.

Performance reports must relate financial data and accomplishments to performance goals and objectives; include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and formation of cost overruns or high unit costs.

The recipient agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

B. Project changes

The recipient must obtain written EPA approval before implementing changes which alter the project performance standards; change the scope or objectives of the project or substantially alter the design of the project; transfer funds between construction and non-construction budget categories; significantly delay or accelerate the project schedule; substantially alter the facilities plan, design drawings and specifications, or the location, size, capacity, or quality of any major part of the project.

C. Right of Access ([2 CFR 200.337](#))

EPA will have access to all records including fiscal, procurement, and engineering data and files which are pertinent to the assistance agreement, and EPA may conduct site visits and inspections related to progress of the assistance agreement workplan activities.

• Procurement Document Submission

A copy of all proposed contracts for services and supplies over \$250,000 shall be submitted to the EPA Project Officer for review. The submittal of the proposed contracts shall include procurement records. A copy of all proposed contracts for construction shall be submitted to the EPA Project Officer for review. The submittal of the proposed contracts shall include procurement records.

(a) Recipient agrees to submit plans and specifications, requests for proposals, invitations for bid, scopes of work and/or plans and specifications to the EPA Project Officer for review prior to advertising for bids. Recipient will also submit any addenda to these documents to the EPA Project Officer for review prior to the opening of bids.

(b) Recipient agrees to submit to the EPA Project Officer, within ten calendar days after a bid opening, the bid package of the lowest responsive, responsible bidder for review prior to the

award of a contract. The bid package will include a bid tabulation, a copy of the proof of advertising, the bid bond of the low bidder, the signed EPA Form 5700-49 (Certification Regarding Debarment, Suspension, and Other Responsibility Matters), the MBE/WBE proposed utilization by the low bidder with a statement from Recipient that the efforts taken by the low bidder meet the regulatory requirements, and the recommendation to award a contract to the low bidder.

(c) Recipient agrees to submit to the EPA Project Officer for review any proposed contract for services, such as engineering or grant management, prior to signing each contract as well as any change orders executed after the award of the contract. A description of the process used to procure those services will also be submitted. Such contracts must comply with provisions in the regulations at [2 CFR Part 200](#) and/or [40 U.S.C. 1101 et seq.](#), or an equivalent State requirement as applicable to be accepted as allowable project costs.

D. Procurement

(a) The recipient agrees to procure all services (professional or otherwise), supplies, and construction awarded under this grant in accordance with [2 CFR 200.317 through 2 CFR 200.327](#) and [40 CFR Part 33](#).

(b) Recipient agrees to comply with the procurement processes for architectural and engineering (A/E) services as identified in [40 U.S.C. 1101 et seq.](#), or an equivalent State requirement.

Where equivalent State requirements are complied with, the source of the requirement (e.g., existing State legislation or regulation, etc.) must be stated, and a certification from the Governor of the State that the State's A/E procurement requirements are equivalent to [40 U.S.C. 1101 et seq.](#) must accompany the grant application. In lieu of a certification from the Governor, the Attorney General's certification submitted with each grant application may include this certification. The requirements of [40 U.S.C. 1101 et seq.](#) are:

- Public announcement of the solicitation (e.g., a Request for Qualifications);
- Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., identified in the solicitation);
 - Evaluation criteria should be based on demonstrated competence and qualification for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);
- Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;
- Selection of at least three firms considered to be the most highly qualified to provide the services required; and
- Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered;

In the event that a contract cannot be negotiated with the most highly qualified firm, negotiation continues in order of qualification.

In the event that the State has no existing equivalent qualifications-based requirement for procurement, the federal requirements in [40 U.S.C. 1101 et seq.](#) apply.

E. Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under [2 CFR 200.332\(d\)](#), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

F. Signage

The recipient is required to place a physical sign displaying the EPA logo at the construction site for this project in an easily visible location that can be directly linked to the work taking place. The sign must be maintained in good condition throughout the construction period. In cases where the construction site covers a large area (e.g., lead service line replacement or septic tank repair/replacement projects), a sign should be placed in an easily visible location near where the work is being performed (e.g., entrance to the neighborhood, along a main road through town, etc.). Signage costs are considered an allowable grant expense, provided the costs associated with the signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, assistance recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable grant expenses, provided the costs are reasonable.

Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs.

EPA Logo: The recipient will ensure that signage displays the EPA logo. The EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project.

The recipient will ensure compliance with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to [Londa Scott-Forte](#) (202-564-1504) and [Jini Ryan](#) (202-564-1075). Please explain in the message that the EPA logo is to be used on signage at a construction site funded with EPA assistance and copy the EPA Project Officer on the message.

G. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

H. Federal Cross-cutting Requirements/Other Applicable Federal Laws

Recipient must comply with federal cross-cutting requirements as well as other applicable federal laws as provided in EPA's [Community Grants Program Final Implementation Guidance](#), October 2022.

I. American Iron and Steel (AIS)

AIS requirements apply to State Revolving Fund assistance agreements signed on or after January 17, 2014, including all treatment works projects funded by a CWSRF assistance agreement and all public water system projects funded by a DWSRF assistance agreement signed on or after January 17, 2014. Based on the FY 2022 Consolidated Appropriations Act directive Congressional language ("Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section"), AIS requirements apply to this award agreement.

(a) *Definitions.* As used in this award term and condition—

(1) "iron and steel products" mean the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(2) "steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition requires that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) of this section and condition.

(2) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that—

(i) applying the requirement would be inconsistent with the public interest;

(ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(3) The Build America, Buy America (BABA) Act requirements do not supersede the AIS requirements, and both provisions still apply and work in conjunction. Compliance with AIS requirements meets the BABA requirements for iron and steel.

(c) *Request for a Waiver under (b)(2) of this section*

(1) Any recipient request to use foreign iron or steel products in accordance with paragraph

(b)(2) of this section shall include adequate information for federal Government evaluation of the request, including—

(i) A description of the foreign and domestic iron, steel, and/or manufactured goods;

(ii) Unit of measure;

(iii) Quantity;

(iv) Cost;

(v) Time of delivery or availability;

(vi) Location of the project;

(vii) Name and address of the proposed supplier; and

(viii) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(2) of this section.

(2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.

(3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with P.L. 117-103 and the Explanatory Statement for Division G of P.L. 117-103.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

J. Build America, Buy America Act

This term and condition supplements the “Build America, Buy America” term and condition included in EPA's [General Terms and Conditions](#).

(a) Definitions.

As used in this award term and condition —

(1) “Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

(2) “Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

(3) “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

(4) “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

(b) Domestic Preference.

This term and condition implements the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58, §§70901-52. None of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials (excluding cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives) are manufactured in the United States. All manufacturing processes for the construction material occurred in the United States.
- (4) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(c) Waiver Request.

- (1) When necessary, recipients may apply for a waiver from these requirements.
- (2) A request to waive the application of the domestic content procurement preference must be in writing and submitted following the waiver instructions at <https://www.epa.gov/cwsrf/build-america-buy-america-baba>.
- (3) Waiver requests are subject to public comment for at least 15 days prior to making a finding based on the request.
- (4) Waiver requests are subject to review by the Office of Management and Budget's Made in America Office.
- (5) There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers>.
- (6) The U.S. Environmental Protection Agency may grant a waiver based upon one of the exceptions as established in Section 70914(b) of the Infrastructure Investment and Jobs Act and further described in the Office of Management and Budget Memorandum M-22-11.
- (7) Any recipient waiver request to use foreign iron, steel, manufactured products, and/or construction materials in an infrastructure project shall include adequate information for the Federal Government evaluation of the request, including—

- i. The Federal Award Identification Number (FAIN);

- ii. Location and description of the project;
 - iii. Total cost of infrastructure expenditures, including federal and non-federal funds;
 - iv. List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country (ies) of origin (if known), relevant Product Services Code (PSC) and North American Industry Classification System (NAICS) code for each, unit of measure, quantity, time of delivery or availability, and name and address of the proposed supplier;
 - v. A detailed justification of the reason for use of foreign iron, steel, manufactured products, and/or construction materials;
 - vi. Anticipated impact if no waiver is issued; and
 - vii. A certification that the federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
- (8) Unless a waiver applies, use of foreign iron, steel, manufactured products, and/or construction materials that are consumed in, incorporated into, or affixed to an infrastructure project is noncompliant with this term and condition pursuant to the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58 §§70901-52.

(d) Waiver Evidence Submission.

(1) **Maintain** documentation of any use of materials which are considered de minimis and are covered by an [existing waiver](#) (e.g. miscellaneous, generally low-cost products that are essential for construction and are incorporated into the physical structure of the project) with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with [2 CFR 200.334](#).

(2) If recipient seeks coverage under an existing [BABA waiver](#), recipient agrees to submit available evidence to the EPA project officer to support such a determination as identified in the BABA waiver. Recipient shall maintain this evidence with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with [2 CFR 200.334](#).

K. Environmental Review

In accordance with the requirements of the National Environmental Policy Act, EPA has issued a categorical exclusion for this project in accordance with provisions in [40 CFR Part 6](#). If EPA determines that a categorical exclusion is not appropriate for this project, Recipient agrees to submit information necessary to issue a Finding of No Significant Impact. If the scope of the project changes, Recipient understands that additional environmental review may be necessary.

L. Davis-Bacon

(a) Applicability of the Davis-Bacon (DB) Prevailing Wage Requirements.

The recipient agrees to include in all procurement contracts and subawards to provide assistance for the construction, alteration, and repair of treatment works carried out in whole or in part with funds made available by the FY 2022 Consolidated Appropriations Act a term and condition requiring compliance with section 513 of the Federal Water Pollution Control Act, also known as the Clean Water Act (CWA), and section 1450(e) of the Safe Drinking Water Act (SDWA) (42 U.S.C. 300j-9(e)) and require that procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts in excess of \$2,000 for the construction of treatment works carried out in whole or in part with assistance made available as stated herein shall include in full in the contract clauses as attached hereto entitled "Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e)." This term and condition applies to all subagreements to provide assistance under the authorities referenced herein, whether in the form of a subgrant, or any other vehicle to provide financing for a project.

If the recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the recipient must discuss the situation with EPA before authorizing work on that site.

(b) Obtaining Wage Determinations.

(1) Unless otherwise instructed by EPA on a project specific basis, the recipients shall use DOL General Wage Classifications for the locality in which the construction activity subject to DB will take place. Recipients must obtain proposed wage determinations for specific localities at [SAM.gov](https://sam.gov). If the recipient is a non-governmental entity, after the recipient obtains its proposed wage determination, it must submit the wage determination to: EPA_Grants_Info@epa.gov, for approval prior to inserting the wage determination into a solicitation, contract or before issuing task orders, work assignments, or similar instruments to existing contractors (ordering instruments) unless subsequently directed otherwise by EPA's Award Official.

Note: Recipients must discuss unique situations that may not be covered by the DOL General Wage Classifications with EPA. If, based on discussions with a recipient, EPA determines that DB applies to a unique situation (e.g., unusually extensive excavation) the Agency will advise the recipient which General Wage Classification to use based on the nature of the construction activity at the site.

(2) Recipients shall obtain the wage determination for the locality in which a Community Grants activity subject to DB will take place *prior* to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the recipient shall monitor [SAM.gov](https://sam.gov) on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The recipient shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e., bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the recipient may request a finding from EPA that there is not a reasonable time to notify interested contractors of the modification of the wage determination. EPA will provide a report of the Agency's finding to the recipient.

(ii) If the recipient does not award the contract within 90 days of the closure of the

solicitation, any modifications DOL makes to the wage determination contained in the solicitation shall be effective unless EPA, at the request of the recipient, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The recipient shall monitor [SAM.gov](https://sam.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(iii) If the recipient carries out a Community Grants activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the recipient shall insert the appropriate DOL wage determination from [SAM.gov](https://sam.gov) into the ordering instrument.

(3) Recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(4) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

(c) Contract and Subcontract Provisions

(1) The recipient shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of treatment works, and construction projects that would be [eligible under the Drinking Water State Revolving Fund Program](#), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or Title VI of the CWA or Section 1452(a)(5) of the SDWA, the following labor standards provisions.

(i) Minimum wages.

(I) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the recipient obtained under the procedures specified in Item(b) Obtaining Wage Requirements, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(i)(IV) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are

deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(i)(II) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Recipients shall require that the contractor and subcontractors include the name of the recipient employee or official responsible for monitoring compliance with DB on the poster. Recipients may obtain wage determinations from <https://sam.gov/content/wage-determinations>.

(II)(A) The recipient, on behalf of EPA, shall require that contracts and subcontracts entered into under this agreement provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(II)(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the recipient to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division (WHD) at whd-cbaconformance_incoming@dol.gov. The WHD Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Award Official or will notify the Award Official within the 30-day period that additional time is necessary.

(II)(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the Award Official, to the WHD Administrator for determination. The WHD Administrator, or an authorized representative, at whd-cbaconformance_incoming@dol.gov will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(II)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to

paragraphs (1)(i)(II)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(IV) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

(ii) Withholding. The recipient, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA may, after written notice to the contractor, or recipient take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(iii) Payrolls and basic records.

(I) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable

programs.

(II)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the recipient for transmission to the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the recipient.

(II)(B) Each payroll submitted to the recipient shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(II)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (1)(iii)(II)(B) of this section.

(II)(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under paragraph (1)(iii)(I) of this section available for inspection, copying, or transcription by authorized representatives of the

EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, recipient, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(iv) Apprentices and Trainees.

(I) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the WHD Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a

percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(III) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(v) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(vi) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(vii) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(viii) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(ix) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the recipient, borrower or subrecipient and EPA, the U.S. Department of Labor, or the employees or their representatives.

(x) Certification of eligibility.

(l) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be

awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(d) Contract Provisions for Contracts in Excess of \$100,000.

(1) Contract Work Hours and Safety Standards Act. The recipient shall insert the following clauses set forth in paragraphs (1)(i), (ii), (iii), and (iv) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item (c) Contract and Subcontract Provisions, above, or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1)(i) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1)(i) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1)(i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The recipient, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (1)(ii) of this section.

(iv) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1)(i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in

paragraphs (1)(i) through (iv) of this section.

(2) In addition to the clauses contained in Item (c) Contract and Subcontract Provisions, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in [29 CFR 5.1](#), the recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(e) Compliance Verification.

(1) The recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The recipient must use [Standard Form \(SF\) 1445](#) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(3) The recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations, the recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(4) The recipient shall periodically review contractor and subcontractor use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be

conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(5) Recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/whd/america2.htm>.

M. Operation and Maintenance

The recipient agrees to certify that it will properly operate and maintain all facilities partially funded by this grant for the useful life of the facilities as indicated below. These certifications will be submitted to EPA prior to final payment.

Useful Life Timeframes

- Land - Permanent
- Wastewater/Water Conveyance Structures: collection systems, pipes, interceptors, force mains, tunnels, distribution lines, etc. - 40 years
- Other Structures: plant buildings, concrete tankage, basins, lift stations and pump station structures, inlet structures, etc. - 30 years
- Wastewater and Drinking Water Process Equipment - 15 years
- Auxiliary Equipment - 10 years

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

August 20, 2024
Authorization to enter into a Memorandum of Understanding (MOU) to obligate funds from the American Rescue Plan Act (ARPA)

Introduced by:
Contact Person/Telephone

Kim Saucier 497-8000

Summary Explanation: Authorization to enter into a Memorandum of Understanding (MOU) to obligate funds from the American Rescue Plan Act (ARPA) for the Highway 90 Sanitary Sewer and Water Lines SRM project (126-CW-5.5)

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 Grants and Projects department requests authorization to enter into a Memorandum of Understanding (MOU) to obligate funds from the American Rescue Plan Act (ARPA) for the Highway 90 Sanitary Sewer and Water Lines SRM project (126-CW-5.5); and

WHEREAS, the purpose of the MOU is to memorialize an agreement to obligate the City of Gautier's ARPA State and Local Fiscal Recovery Funds for those purposes set forth in the Subaward Agreement between the City of Gautier and the Mississippi Department of Environmental Quality; and

WHEREAS, pursuant to the ARPA Subaward Agreement, this action obligates all MCWI Grant Funds and LFRF funds used for the MCWI matching funds by August 30, 2024; and

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

IT IS HEREBY ORDERED by the Mayor and Member of the Council of the City of Gautier, Mississippi, that entering into a Memorandum of Understanding (MOU) to obligate funds from the American Rescue Plan Act (ARPA) for the Highway 90 Sanitary Sewer and Water Lines SRM project (126-CW-5.5) is hereby approved.

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

Motion made by **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 August 20, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Kimberly Compton Saucier, Grants and Projects Director
Date: August 9, 2024
Subject: Memorandum of Understanding re: Mississippi Department of Environmental Quality (MDEQ) and American Rescue Plan Act (ARPA) – Highway 90 Sanitary Sewer and Water Lines SRM project (126-2-CW-5.5)

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a memorandum of understanding regarding the Mississippi Department of Environmental Quality to administer the funds from the American Rescue Plan Act (ARPA) for the Highway 90 Sanitary Sewer and Water Lines SRM project (126-CW-5.5).

BACKGROUND:

The purpose of this MOU is to memorialize an agreement to obligate the City of Gautier's ARPA State and Local Fiscal Recovery Funds ("Funds") for those purposes set forth in the Subaward Agreement between City of Gautier and the Mississippi Department of Environmental Quality ("MDEQ").

DISCUSSION:

The ARPA Subaward agreement, section 43, F states "Subrecipient will obligate all MCWI Grant Funds and LFRF funds used for the MCWI matching funds by 11:59 pm on August 30, 2024. The Highway 90 Sanitary Sewer and Water Lines SRM contractor agreement is below the total project amount awarded. An executed MOU is required for the City's obligation of the matching funds set forth in the executed subaward agreement.

RECOMMENDATION:

The Grants and Project Department recommends that City Council authorize entering into a memorandum of understanding regarding the Mississippi Department of Environmental Quality to administer the funds from the American Rescue Plan Act (ARPA) for the Highway 90 Sanitary Sewer and Water Lines SRM project (126-CW-5.5).

City Council may:

1. Approve the memorandum of understanding, as presented; or
2. Not approve the memorandum of understanding, as presented.

ATTACHMENT(S):

1. Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
Between
City of Gautier City Council
and
City of Gautier City Manager

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Gautier City Council and the City of Gautier City Manager, hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the City Council, is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the City Manager is tasked with overseeing the day to day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the City Council must approve the Municipality’s budget and the City Manager executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between the City of Gautier and the Mississippi Department of Environmental Quality (“MDEQ”), MDEQ Agreement No. 126-2-CW-5.5 set forth in Attachment “A”, hereby

adopted and incorporated by reference herein, along with any current or future modifications thereto (“MDEQ Subaward Agreement”).

II. Conditions and Scope

The City Council agrees to appropriate, and the City Manager agrees to expend the Funds to perform the “Scope of Work,” as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the “Project” as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The City Council agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the City Manager agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

The Parties agree to the following obligations under this MOU:

- a. The City Council agrees to provide the City Manager the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The City Manager shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.

c. The City Manager shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.

d. The City Manager shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the _____ day of _____, 2024.

Mayor

Agreed to this the _____ day of _____, 2024.

City Manager

ATTACHMENT "A"

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

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 126-2-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Gautier, UEI Number: NNHKF6JZHN65 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022) and Mississippi House Bill 1716, 2023 Regular Session (March 22, 2023).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Hwy. 90 Sanitary Sewer and Water Lines - Singing River Mall” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment A, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget

(“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$1,360,995.50**, with said amount broken down as follows:

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

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$361,747.75**;

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

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

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$54,439.82**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Six Hundred Five Thousand Four Hundred Ninety-Seven Dollars and Seventy-Five Cents (\$605,497.75)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT's liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and

LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid

to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment B and incorporated herein in its entirety.

13. **CONTRACTS**

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT's contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments A and C attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties' contractors/sub-contractors.

14. **APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the Social Security Act (42 U.S.C. § 803), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. **AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. **REPRESENTATION REGARDING CONTINGENT FEES**

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. **REPRESENTATION REGARDING GRATUITIES**

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructure.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. **SUBAWARDS**

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. **COMPLIANCE WITH LAWS**

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

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

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).³

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

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

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.⁴

21. **STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in

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

accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and

agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information

requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

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

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

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

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

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

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT'S books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT'S personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

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

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT’s performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT's Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview."

D. All of SUBRECIPIENT's LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide

in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

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

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:

Attention:
MCWI Contract Administration
515 East Amite Street
P.O. Box 2249
Jackson, MS 39201
E-mail: MCWIdocuments@mdeq.ms.gov

If to SUBRECIPIENT:

Attention:

April Stennett

3330 Hwy. 90

Gautier, MS 39553

Phone: (228) 219-8016

E-mail: astennett@gautier-ms.gov

53. **COUNTERPARTS**

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

[SIGNATURE PAGE FOLLOWS]

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

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

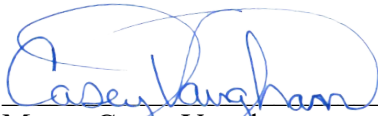


Chris Wells
Executive Director

5/18/23

Date

CITY OF GAUTIER



Mayor Casey Vaughan
Signature of Authorized Representative

Casey Vaughan
Casey Vaughan
Printed Name

Mayor
Title

May 16, 2023
Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

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

SCOPE OF WORK

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

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

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. Within 15 days of execution of this Agreement, advertise each construction contract for bids if not already advertised;
- d. No later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B

SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

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

2. DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

3. INDEMNIFICATION

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

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

4. RELATIONSHIP STATUS

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

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

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

5. ACCESS TO RECORDS

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

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

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

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

6. RECORD RETENTION AND RIGHT TO AUDIT

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

7. RIGHT TO INSPECT WORK; SITE ACCESS

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

8. CONFLICT OF INTEREST

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

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

9. COOPERATION AND EVALUATION

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

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

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

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

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

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

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

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

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

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

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

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

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

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

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
August 20, 2024**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
