AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
September 3, 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 September 14th, starting at 8am at the former Singing River Mall Property.

2. Tasty Thursday will be September 26th, starting at 11am at the former Singing River Mall Property.

3. City of Gautier's Cruisin' Through the Decades Event will be October 6th, starting at 12pm at the former Singing River Mall property.

4. Outdoor Movie Night, featuring Teenage Mutant Ninja Turtles: Mutant Mayhem, will be October 18th, starting at 6:30pm at the City of Gautier's Sportsplex.

5. Gautier Mullet & Music Festival will be October 19th, from 9am until 6pm, at the former Singing River Mall Property.

IV. Presentation Agenda

1. Childhood Cancer Awareness Month

V. Business Agenda

1. Conduct a Public Hearing regarding the Municipal Budget for Fiscal Year 2024-2025

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

2. Adoption of a Resolution fixing the Municipal Tax Levy for FY 2024-2025

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

3. **Resolution declaring the City's intention to (a) issue and sell the GO Bonds, (b) issue and sell the City Bond to Mississippi Development Bank, and/or (c) enter into the Loan with Mississippi Development Bank to borrow money from the Bank, all in a total aggregate principal amount of not to exceed Two Million Dollars ($2,000,000)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

4. **Resolution declaring the City's intention to (a) issue combined Water and Sewer City Revenue bonds, (b) issue and sale the City Revenue Bond to the Mississippi Development Bank, and/or (c) enter into the Loan with Mississippi Development Bank to borrow money from the Bank, all in a total aggregate principal amount of not to exceed five million three hundred thousand dollars ($5,300,000)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

5. **Resolution to hire required legal counsel and an independent registered municipal advisor in connection with the financing of certain capital improvements for the City of Gautier; and for related purposes**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

6. **Approval of the Docket of Claims**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

VI. Consent Agenda (All items approved in one motion)

1. **Approval of Minutes from the Recessed Council Meeting held August 20, 2024 and Budget Work Session held August 22, 2024**

2. **Approval of water and sewer adjustments for September 2024 in the amount of $9,664.82**

3. **Authorization to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event**

4. **Approval of the agreement between the City of Gautier and Unfazed Show and Band**

5. **Authorization to submit a letter to the Jackson County Board of Supervisors recommending the appointment of Chief David Bever to the Jackson County 911 Commission**

6. **Authorization to enter into a Memorandum of Understanding (MOU) with Jackson County for housing Municipal Prisoners**

7. **Authorization to enter into a Memorandum of Understanding (MOU) with the**

Mississippi Office of Homeland Security to accept funding for the Gautier Fire Department

8. **Authorization to negotiate with Seymour Engineering for Professional Engineering Services relating to Hickory Hills Sewer Rehabilitation Project**

9. **Approval of Supplemental Agreement No. 5 for the Martin Bluff Roadway Improvements Project**

10. **Acceptance of the Certificate of Substantial Completion for the Shepard State Park RV Expansion Project**

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 September 10, 2024 at 6:00pm
www.gautier-ms.gov

CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
September 3, 2024

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Farmer's Market will be September 14th, starting at 8am at the former Singing River Mall Property.**

2. **Tasty Thursday will be September 26th, starting at 11am at the former Singing River Mall Property.**

3. **City of Gautier's Cruisin' Through the Decades Event will be October 6th, starting at 12pm at the former Singing River Mall property.**

4. **Outdoor Movie Night, featuring Teenage Mutant Ninja Turtles: Mutant Mayhem, will be October 18th, starting at 6:30pm at the City of Gautier's Sportsplex.**

5. **Gautier Mullet & Music Festival will be October 19th, from 9am until 6pm, at the former Singing River Mall Property.**

NOTES:

**NEW LOCATION **

Come be a part of the

NATURE'S PLAYGROUND
GAUTIER
MISSISSIPPI

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

NATURE'S PLAYGROUND
GAUTIER
MISSISSIPPI

GAUTIER PRESENTS

TASTY THURSDAY!

4TH

THUR.

11 AM

GOOD EATS FROM AWESOME FOOD TRUCKS

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

CITY OF GAUTIER'S Cruisin' THROUGH THE DECADES

NATURE'S PLAYGROUND
GAUTIER
MISSISSIPPI

Cruisin' The Coast
Mississippi Gulf Coast

OCTOBER 6,2024

CRUISE-IN 12PM DRIVE-IN MOVIE 5:30 PM

2800 HWY 90 GAUTIER, MS

THEMED MUSIC

FOOD TRUCKS

RESERVED PARKING FOR ALL CRUISERS

Car Cruise GAUTIER

COME VIEW CLASSIC BEAUTIES!

12PM-5PM SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

Giveaways for the 1st 300 Cruisers

5:30 pm Singing River Mall Property

For More Information, Call Gautier Recreation 228-497-2244 Facebook - City of Gautier Recreation & Community Events

CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
September 3, 2024

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. **Childhood Cancer Awareness Month**

NOTES:

PROCLAMATION

A Proclamation of the Mayor and City Council
Of
The City of Gautier, Mississippi

WHEREAS, childhood cancer is the leading cause of death by disease in children, and;

WHEREAS, the average age of diagnosis is 6 years old, and 1 in 285 children in the United States will be diagnosed by their 20th birthday, and;

WHEREAS, 46 children per day or 16,790 children per year are diagnosed with cancer in the U.S., and;

WHEREAS, 80% of childhood cancer patients are diagnosed late and with metastatic disease, and;

WHEREAS, two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening, and;

WHEREAS, approximately one half of childhood cancer families rate the associated financial toxicity due to out-of-pocket expenses as considerable to severe, and;

WHEREAS, in the last 30 years only six new drugs have been approved by the FDA to specifically treat childhood cancer, and;

WHEREAS, the National Cancer Institute recognizes the unique research needs of childhood cancer and the associated need for increased funding to carry this out;

WHEREAS, hundreds of non-profit organizations at the local and national level including the American Childhood Cancer Organization are helping children with cancer and their families cope through educational, emotional and financial support, and;

NOW THEREFORE, I, Mayor Casey Vaughan, and the City Council of Gautier, Mississippi, do hereby proclaim September 2024 as:

Childhood Cancer Awareness Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Gautier, Mississippi, to be affixed on this the 3rd day of September, 2024.

MAYOR CASEY VAUGHAN

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting:	**September 3, 2024**
Title:	**Conduct a Public Hearing regarding the Municipal Budget for Fiscal Year 2024-2025**
Introduced by:	
Contact Person/Telephone	**Paula Yancey 497-8000**

Summary Explanation: Conduct a Public Hearing regarding the Municipal Budget for Fiscal Year 2024-2025

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
Business Agenda Item #2
Fact Sheet

Council Meeting:	**September 3, 2024**
Title:	**Adoption of a Resolution fixing the Municipal Tax Levy for FY 2024-2025**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Adoption of a Resolution fixing the Municipal Tax Levy for FY 2024-2025

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:

RESOLUTION NUMBER 000-2024

RESOLUTION OF THE MAYOR AND MEMBERS OF THE COUNCIL CITY OF GAUTIER, MISSISSIPPI, JACKSON COUNTY, FIXING THE MUNICIPAL AD VALOREM TAX LEVY FOR THE YEAR OCTOBER 1, 2024 – SEPTEMBER 30, 2025

BE IT RESOLVED BY the Mayor and Members of the Council of the City of Gautier, Jackson County, Mississippi:

Section 1: That for the fiscal year 2024-2025, there shall be and is hereby levied on all real and personal property in the City of Gautier, Jackson County, Mississippi the following taxes, as provided by Mississippi Code Annotated, Section 21-33-45;

General Fund

For General Revenue purposes 33.89 mills on each dollar ($1.00) valuation
Provide for general operations and improvements: 31.09 mils
Provide for Police and Fire Department operations: 2.80 mils

For Municipal Library Tax for 1.00 mill on each dollar ($1.00) valuation
Support Library functions and programs

For Debt Service 8.11 mills on each dollar ($1.00) valuation
Fund annual bond payments and general debt related to Public Safety

SECTION 2: This resolution shall take effect and be in force as provided by law.

SECTION 3: The City Manager and City Clerk are hereby authorized to sign any and all documents required for this purpose.

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

AYES:

NAYS:

ABSENT:

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi at the Meeting of September 3, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting:	**September 3, 2024**
Title:	**Resolution declaring the City's intention to (a) issue and sell the GO Bonds, (b) issue and sell the City Bond to Mississippi Development Bank, and/or (c) enter into the Loan with Mississippi Development Bank to borrow money from the Bank, all in a total aggregate principal amount of not to exceed Two Million Dollars ($2,000,000)**
Introduced by:	
Contact Person/Telephone	**Paula Yancey 497-8000**

Summary Explanation: Resolution declaring the City's intention to (a) issue and sell the GO Bonds, (b) issue and sell the City Bond to Mississippi Development Bank, and/or (c) enter into the Loan with Mississippi Development Bank to borrow money from the Bank, all in a total aggregate principal amount of not to exceed Two Million Dollars ($2,000,000)

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

There came on for consideration the matter of providing financing for certain capital improvements for the City of Gautier, Mississippi, and after a discussion of the subject matter, Council Member _____ offered and moved the adoption of the following resolution:

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY, ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK AND/OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN A TOTAL AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED TWO MILLION DOLLARS ($2,000,000) TO RAISE MONEY FOR THE PURPOSE OF (A) ERECTING MUNICIPAL BUILDINGS, PURCHASING BUILDINGS AND/OR LAND FOR PUBLIC PURPOSES, AND FOR REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE SAME, INCLUDING, BUT NOT LIMITED, DEMOLISHING STRUCTURES ON PUBLIC LAND, (B) CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, PROVIDING STREET LIGHTING AND PURCHASING LAND THEREFOR, AND (C) PROVIDING FOR SUCH OTHER COSTS AS ARE AUTHORIZED BY SECTIONS 21-33-301, MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED; DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Gautier, Mississippi (the "Governing Body"), acting for and on behalf of the City of Gautier, Mississippi (the "City"), are authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "City Bond Act"), to issue general obligation bonds for the purposes set forth therein, including, but not limited to, (a) erecting municipal buildings, purchasing buildings and/or land for public purposes, and for repairing, improving, adorning and equipping the same, including, but not limited, demolishing structures on public land, (b) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, providing street lighting and purchasing land therefor, and (c) providing for such other costs as are authorized by Section 21-33-301 of the City Bond Act (the "Project"); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is authorized by the City Bond Act to issue general obligation bonds of the City for the purpose of providing financing for the Project; and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized under the City Bond Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from (the "Bank Act"), and other applicable laws of the State of Mississippi (the "State"), to (a) issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the "Bank") to finance the costs of the Project, and/or (b) enter into a loan with the Bank to borrow money to finance the costs of the Project; and

WHEREAS, the Project is in accordance with and in furtherance of the provisions of the City Bond Act and the Bank Act; and

WHEREAS, the Governing Body is authorized pursuant to the City Bond Act and/or the Bank Act to provide financing for the costs of the Project (a) through the issuance of general obligation bonds of the City (the "Bonds"), (b) through the issuance of a general obligation bond of the City to be sold to the Bank (the "City Bond"), and/or (c) by entering into a loan with the Bank to borrow money from the Bank (the "Loan"), all in a total aggregate principal amount not to exceed Two Million Dollars ($2,000,000); and

WHEREAS, as of August 1, 2024, the assessed value of all taxable property within the City, according to the last completed assessment for taxation, One Hundred Thirty-Seven Million Two Hundred Eighty-One Thousand One Hundred Eighty-Three Dollars ($137,281,183), and the City has outstanding bonded indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303 of the City Bond Act, in the amount of Seven Million Six Hundred Eighty-One Thousand Dollars ($7,681,000), and outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303 of the City Bond Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of Seven Million Six Hundred Eighty-One Thousand Dollars ($7,681,000); and

WHEREAS, the Bonds, the City Bond, or the Loan, when added to the outstanding bonded indebtedness of the City, including any indebtedness of the City issued subsequent to the adoption of this resolution but prior to the issuance of the Bonds or the City Bond or entering into the Loan, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of all taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of all taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City; and

WHEREAS, there has been no increase in said bonded and floating general obligation indebtedness of the City since August 1, 2024; and

WHEREAS, it would be in the best interest of the City for the Governing Body to provide financing for the costs of the Project by borrowing money through the issuance of the Bonds or the City Bond or by entering into the Loan, all in accordance with the City Bond Act and/or the Bank Act; and

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

WHEREAS, the City desires to be able to reimburse itself for all or a portion of such expenses of the Project from the proceeds of the Bonds, the City Bond and/or the Loan; and

WHEREAS, the Governing Body is authorized and empowered by the City Bond Act and/or the Bank Act to issue the Bonds or the City Bond or enter into the Loan for the purposes as

hereinafter set forth and there are no other available funds on hand or available from regular sources of income for such purposes.

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

SECTION 1. The Governing Body, acting for and on behalf of the City, hereby declares its intention to (a) issue and sell the Bonds, (b) issue and sell the City Bond to the Bank, and/or (c) enter into the Loan with the Bank to borrow money from the Bank, all in a total aggregate principal amount of not to exceed Two Million Dollars ($2,000,000).

SECTION 2. The Bonds or the City Bond are to be issued and the Loan entered into to raise money for the purpose of financing the Project in accordance with the City Bond Act and/or the Bank Act.

SECTION 3. The Bonds or the City Bond may be issued in one or more series and, if issued, will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City. The Loan, if entered into, will be payable from available revenues of the City and will not constitute an indebtedness of the City within the meaning of any constitutional or statutory restrictions, limitations, or provisions, and the taxing power of the City will not be pledged to the payment of the Loan.

SECTION 4. The Governing Body proposes to direct the issuance of all or any portion of the Bonds or the City Bond or to authorize the Loan in the amount and for the purposes and secured as aforesaid at a meeting of the Governing Body to be held at its usual meeting in City Hall, located at 3330 US Highway 90, Gautier, Mississippi, at the hour of 6:30 o'clock p.m. on October 1, 2024, or at some meeting or meetings subsequent thereto; provided, however, that if ten percent (10%) of the qualified electors of the City or fifteen hundred (1,500), whichever is less, shall file a written protest with the Clerk of the City (the "City Clerk") against the issuance of the Bonds or the City Bond or the authorization of the Loan on or before the aforesaid date and hour, then the Bonds or the City Bond shall not be issued or the Loan shall not be entered into unless approved at an election on the question thereof called and held as is provided by law; provided, further that if no protest is filed, then the Bonds or the City Bond may be issued and sold in one or more series or the City may enter into the Loan without an election on the question of the issuance thereof at any time within a period of two (2) years after October 1, 2024.

SECTION 5. The City Clerk is hereby directed to publish a copy of this resolution once a week for at least three (3) consecutive weeks in the *Sun Herald*, a newspaper having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented, with the first publication being not less than twenty-one (21) days prior to the date set forth in Section 4 of this resolution, and the last publication being made not more than seven (7) days prior to such date.

SECTION 6. The City Clerk is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and have the same before the Governing Body on the date and hour specified in Section 4 hereof.

SECTION 7. The City hereby declares its official intent to reimburse itself from the proceeds of the Bonds, the City Bond and/or the Loan for expenses incurred with respect to the Project subsequent to the date of this resolution. This resolution is intended as a declaration of official intent under Treasury Regulation 1.150-2. The Bonds, the City Bond and/or the Loan will not exceed the total aggregate principal amount of Two Million Dollars ($2,000,000).

SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

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

The motion having received the affirmative vote of a majority of the members of the Mayor and City Council present, being a quorum of said City Council, the Mayor declared the motion carried and the resolution adopted this 3rd day of September, 2024

(SEAL)

CITY OF GAUTIER, MISSISSIPPI

By _____
Mayor

Attest:

_____
City Clerk

CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet

Council Meeting:	**September 3, 2024**
Title:	**Resolution declaring the City's intention to (a) issue combined Water and Sewer City Revenue bonds, (b) issue and sale the City Revenue Bond to the Mississippi Development Bank, and/or (c) enter into the Loan with Mississippi Development Bank to borrow money from the Bank, all in a total aggregate principal amount of not to exceed five million three hundred thousand dollars ($5,300,000)**
Introduced by:	
Contact Person/Telephone	**Paula Yancey 497-8000**

Summary Explanation: Resolution declaring the City's intention to (a) issue combined Water and Sewer City Revenue bonds, (b) issue and sale the City Revenue Bond to the Mississippi Development Bank, and/or (c) enter into the Loan with Mississippi Development Bank to borrow money from the Bank, all in a total aggregate principal amount of not to exceed five million three hundred thousand dollars ($5,300,000)

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

There came on for consideration the matter of the issuance of combined water and sewer system revenue bonds of the City of Gautier, Mississippi and, after a discussion of the subject matter, Councilman _____ offered and moved the adoption of the following resolution:

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI TO EITHER ISSUE COMBINED WATER AND SEWER SYSTEM REVENUE BONDS OF SAID CITY, ISSUE A REVENUE BOND OF SAID CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN A TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION THREE HUNDRED THOUSAND DOLLARS ($5,300,000) FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, REPAIRING AND/OR EXTENDING THE COMBINED WATERWORKS AND SEWER SYSTEM OF SAID CITY; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Gautier, Mississippi (the "Governing Body"), acting for and on behalf of the City of Gautier, Mississippi (the "City"), is authorized under the provisions of Sections 21-27-11 *et seq*., Mississippi Code of 1972, as amended and supplemented (the "City Act"), to issue revenue bonds of the City in such amounts as it may find necessary and proper and for the purposes set forth in the City Act, including, but not limited to, the acquisition and improvement of existing water systems and the acquisition, construction, enlargement, improvement, repair and/or extension of the City's combined waterworks and sewer system (the "Project"); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized under the City Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act," and together with the City Act, the "Act"), and other applicable laws of the State of Mississippi (the "State"), to (a) issue a revenue bond of the City to be sold to the Mississippi Development Bank (the "Bank") to finance the costs of the Project, or (b) enter into a loan with the Bank to borrow money to finance the costs of the Project; and

WHEREAS, the Governing Body finds and determines that it is necessary and proper for the City to finance the costs of the Project, which Project is to be done substantially in accordance with plans and specifications prepared by competent engineers employed by the City and approved by the Governing Body; and

WHEREAS, the Governing Body is authorized to provide funding for the costs of the Project either (a) through the issuance of revenue bonds of the City pursuant to the City Act (the "Bonds"), (b) through the issuance of a revenue bond of the City to be sold to the Bank pursuant to the Act (the "City Bond"), or (c) by entering into a loan with the Bank pursuant to the Act to borrow money from the Bank (the "Loan"), all in a total aggregate principal amount not to exceed Five Million Three Hundred Thousand Dollars ($5,300,000); and

WHEREAS, the Governing Body has caused an estimate to be made of the costs of the Project by competent engineers employed by the City from which estimate the Governing Body finds and determines that the contemplated costs thereof will not exceed Five Million Three Hundred Thousand Dollars ($5,300,000); and

WHEREAS, the Governing Body has determined that the Project and the costs thereof are economically feasible and would be in the best interests of the citizens of the City; and

WHEREAS, it is necessary and advisable and in the best interest of the City for the Governing Body, acting for and on behalf of the City, to provide funding for the costs of the Project by borrowing money through the issuance of the Bonds or the City Bond or by entering into the Loan, all in accordance with the Act; and

WHEREAS, the City reasonably expects that it will incur expenditures in connection with the Project prior to the issuance of the Bonds or the City Bond or entering into the Loan, for which it will advance its internal funds and for which it intends to reimburse itself from the proceeds of the Bonds, the City Bond or the Loan; and

WHEREAS, the Governing Body is authorized and empowered by the City Act and/or the Bank Act to issue the Bonds or the City Bond or to enter into the Loan for the purposes herein set forth and there are no other available funds on hand or available from regular sources of income for such purposes..

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

SECTION 1. The Governing Body, acting for and on behalf of the City, hereby declares its intention to either (a) issue and sell the Bonds pursuant to the City Act; (b) issue and sell the City Bond to the Bank pursuant to the Act, or (c) enter into the Loan with the Bank pursuant to the Act to borrow money from the Bank, all in an aggregate principal amount not to exceed Five Million Three Hundred Thousand Dollars ($5,300,000).

SECTION 2. The Bonds, the City Bond or the Loan will be issued for the purpose of financing the Project and to pay the costs incident to the sale and issuance of the Bonds or the City Bond or entering into the Loan, as authorized by the City Act and/or the Bank Act.

SECTION 3. The principal of and interest on the Bonds, the City Bond or the Loan shall be payable over a period not to exceed twenty-five (25) years solely from revenues derived and to be derived from the operation of the combined water and sewer system of the City (the "System"). The Bonds, the City Bond or the Loan shall not constitute an indebtedness of the City within the meaning of any statutory or charter restriction, limitation, or provision, and the taxing power of the City will not be pledged to the payment of the Bonds, the City Bond or the Loan, but the same, together with the interest thereon, shall be payable solely from revenues derived and to be derived from the operation of the System.

SECTION 4. Unless a protest in writing signed by not less than twenty percent (20%) of the qualified electors of the City objecting to and protesting against the issuance of the Bonds or

the City Bond or the authorization of the Loan is filed with the City Clerk at City Hall located at 3330 US Highway 90, Gautier, Mississippi in the City on or before 6:30 p.m. on October 1, 2024, which date shall be more than ten (10) days after the date of the last publication of this resolution, the Governing Body will provide for the issuance of the Bonds or the City Bond or entering into the Loan at said time or at some meeting or meetings subsequent thereto. If such objection and protest is filed on or before said date and hour, the question of the issuance of the Bonds or the City Bond or entering into the Loan shall be submitted to an election to be held as provided in Section 21-27-43 of the City Act.

SECTION 5. This resolution shall be published once a week for at least three (3) consecutive weeks in the *Sun Herald*, a newspaper having general circulation in the City and qualified under the provisions of the laws of the State of Mississippi, and the last publication of this resolution shall be more than ten (10) days prior to the date hereinabove set forth in Section 4 as the deadline for the filing of any objection or protest.

SECTION 6. The City Clerk of the City is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and have the same before the Governing Body on the day and hour hereinabove set forth.

SECTION 7. The City hereby declares its official intent to reimburse itself from the proceeds of the Bonds, the City Bond or the Loan for expenses incurred with respect to the Project subsequent to the date of this resolution. This resolution is intended as a declaration of official intent under Treasury Regulation 1.150-2. The Bonds, the City Bond, or the Loan will not exceed an aggregate principal amount of Five Million Three Hundred Thousand Dollars ($5,300,000).

SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

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

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 3rd day of September, 2024.

(SEAL)

CITY OF GAUTIER MISSISSIPPI

By: _____
Mayor

Attest:

_____
City Clerk

89127460.v1

CITY OF GAUTIER
Business Agenda Item #5
Fact Sheet

Council Meeting:	**September 3, 2024**
Title:	**Resolution to hire required legal counsel and an independent registered municipal advisor in connection with the financing of certain capital improvements for the City of Gautier; and for related purposes**
Introduced by:	
Contact Person/Telephone	**Paula Yancey 497-8000**

Summary Explanation: **Resolution of the Mayor and Council to hire required legal counsel and an independent registered municipal advisor in connection with the financing of certain capital improvements for the City of Gautier; and for related purposes.**

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

There came on for consideration the matter of engaging professionals in connection with the financing of certain capital improvements for the City of Gautier, Mississippi, and after a discussion of the subject matter, Councilman _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI HIRING REQUIRED LEGAL COUNSEL AND AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR IN CONNECTION WITH THE FINANCING OF CERTAIN CAPITAL IMPROVEMENTS FOR SAID CITY; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Gautier, Mississippi (the "Governing Body"), acting for and on behalf of the City of Gautier, Mississippi (the "City"), are authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "City Bond Act"), to issue general obligation bonds for the purposes set forth therein, including, but not limited to, (a)) erecting municipal buildings, purchasing buildings and/or land for public purposes, and for repairing, improving, adorning and equipping the same, including, but not limited, demolishing structures on public land, (b) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, providing street lighting and purchasing land therefor, and (c) providing for such other costs as are authorized by Section 21-33-301 of the City Bond Act (the "City Project"); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is authorized by the City Bond Act to issue general obligation bonds of the City for the purpose of providing financing for the City Project; and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized under the City Bond Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act"), and other applicable laws of the State of Mississippi (the "State"), to (a) issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the "Bank") to finance the costs of the City Project, and/or (b) enter into a loan with the Bank to borrow money to finance the costs of the City Project; and

WHEREAS, the City Project is in accordance with and in furtherance of the provisions of the City Bond Act and the Bank Act; and

WHEREAS, on September 3, 2024, the Governing Body adopted a resolution declaring its intention to (a) issue and sell general obligation bonds of the City pursuant to the City Bond Act, (b) issue and sell a general obligation bond of the City to the Bank, and/or (c) enter into a loan with the Bank to borrow money from the Bank to finance the costs of the City Project, all in a total aggregate principal amount not to exceed Two Million Dollars ($2,000,000) (collectively, the "City Bond Act Debt"); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is authorized under the provisions of Sections 21 27 11 et seq., Mississippi Code of 1972, as amended and supplemented (the "Utility Act"), to issue revenue bonds of the City in such amounts as it may find necessary and proper and for the purposes set forth in the Utility Act, including, but not

limited to, the acquisition and improvement of existing water systems and the acquisition, construction, enlargement, improvement, repair and/or extension of the City's combined waterworks and sewer system (the "Utility Project"); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized under the Utility Act and Bank Act and other applicable laws of the State, to (a) issue a revenue bond of the City to be sold to the Bank to finance the costs of the Utility Project, or (b) enter into a loan with the Bank to borrow money to finance the costs of the Utility Project; and

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

WHEREAS, on September 3, 2024, the Governing Body adopted a resolution declaring its intention to either (a) issue and sell revenue bonds of the City pursuant to the Utility Act, (b) issue and sell a revenue bond of the City to the Bank, or (c) enter into a loan with the Bank to borrow money from the Bank to finance the costs of the Utility Project, all in a total aggregate principal amount not to exceed Five Million Three Hundred Thousand Dollars ($5,300,000) (collectively, the "Utility Act Debt"); and

WHEREAS, in connection with the execution and delivery of the documentation necessary for the City Bond Act Debt and the Utility Act Debt, the Governing Body now desires to hire the required legal counsel and an independent registered municipal advisor.

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

SECTION 1. The Governing Body, acting for and on behalf of the City, does hereby find and determine that it is necessary and advisable for the City to hire the required legal counsel and an independent registered municipal advisor in connection with the sale and issuance of the City Bond Act Debt, in one or more series, in a total aggregate principal amount not to exceed Two Million Dollars ($2,000,000).

SECTION 2. The Governing Body, acting for and on behalf of the City, does hereby find and determine that it is necessary and advisable for the City to hire the required legal counsel and an independent registered municipal advisor in connection with the sale and issuance of the Utility Act Debt, in one or more series, in a total aggregate principal amount not to exceed Five Million Three Hundred Thousand Dollars ($5,300,000).

SECTION 3. Butler Snow LLP, Ridgeland, Mississippi, is hereby selected to serve as bond counsel to the City ("Bond Counsel") in connection with the sale and issuance of the City Bond Act Debt and the Utility Act Debt. The terms of employment for Bond Counsel are set forth in the engagement letters (the "Engagement Letters") attached hereto as Exhibit A. All provisions of the Engagement Letters, when executed as hereinafter authorized, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein. The form of the Engagement Letters and the execution thereof by the Mayor of the City (the "Mayor") is hereby approved and authorized.

SECTION 4. Bordis Danos Pierce, Ocean Springs, Mississippi, is hereby selected to serve as counsel to the City in connection with the sale and issuance of the City Bond Act Debt and the Utility Act Debt.

SECTION 5. Government Consultants, Inc., Madison, Mississippi, is hereby selected to serve as Independent Registered Municipal Advisor (the "Municipal Advisor") to the City in connection with the sale and issuance of the City Bond Act Debt and the Utility Act Debt. The Mayor is hereby authorized and directed to execute and deliver the Independent Registered Municipal Advisor disclosure letters of the Municipal Advisor attached hereto as Exhibit B.

SECTION 6. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

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

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this 3rd day of September, 2024.

(SEAL)

CITY OF GAUTIER, MISSISSIPPI

By _____
Mayor

Attest:

_____
City Clerk

89127560.v1

EXHIBIT A

ENGAGEMENT LETTERS OF BUTLER SNOW LLP

BUTLER | SNOW

September 3, 2024

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

Re: Not to Exceed $2,000,000 City of Gautier, Mississippi (a) general obligation bonds (the "Bonds"), (b) general obligation bond to be sold to the Mississippi Development Bank (the "City Bond"), and/or (c) a loan (the "Loan") from the Mississippi Development Bank (the "Bank) (referred to herein collectively as the "Financing")

Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Gautier, Mississippi (the "City"), in connection with the above-referenced Financing. We understand that the Mayor and City Council of the City are authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented (the "City Bond Act"), and Sections 31-25-1 *et seq*., Mississippi Code of 1972, as amended and supplemented (the "Bank Act" and together with the City Bond Act, the "Act"), to issue the Bonds and/or the City Bond or enter into the Loan with the Bank, in one or more series, for the purposes set forth therein, including, but not limited to, (a) erecting municipal buildings, purchasing buildings and/or land for public purposes, and for repairing, improving, adorning and equipping the same, including, but not limited, demolishing structures on public land, (b) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, providing street lighting and purchasing land therefor, and (c) providing for such other costs as are authorized by Section 21-33-301 of the City Bond Act. To fund the Loan or the purchase of the City Bond, the Bank would issue its limited obligation bonds (the "Bank Bonds"). We further understand that the City will be responsible for paying our fees as bond counsel from the proceeds of the Financing.

SCOPE OF ENGAGEMENT

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

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the City Bond and/or the Bank Bonds, the source of payment and security for the Bonds, the City Bond and/or the Bank

Bonds, and the excludability of interest on the Bonds, the City Bond and/or the Bank Bonds from gross income for State of Mississippi (the "State") income tax purposes;

2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, the City Bond, the Bank Bonds and/or the Loan and coordinate the authorization and execution of such documents;

3. Assist the City and the Bank, if applicable, in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, the City Bond and/or the Bank Bonds, and the funding of the Loan;

4. Review legal issues relating to the structure of the Financing;

5. Assist in compiling and pursuing the validation proceedings under State law;

6. Assist the City, if required, in preparing a preliminary official statement and an official statement (together, the "Official Statement") and subject to satisfactory completion of our review, provide to the City written advice that in the course of our participation, no information has come to our attention that leads us to believe that the Official Statement, as of its date (except for financial statements, other statistical data, feasibility reports and statements of trends and forecasts and book-entry language contained in the Official Statement and its appendices, as to which we will express no opinion), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading;

7. Assist the City and the Bank, if applicable, in presenting information to bond rating agencies, and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, the City Bond and/or the Bank Bonds; and

8. Draft a continuing disclosure undertaking of the City, if required.

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

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

(a) Except as described in paragraph 6 above, assisting in the preparation or review of the Official Statement or any other disclosure document, if applicable, with respect to the Bonds, the City Bond and/or the Bank Bonds, or performing an independent investigation to determine the accuracy, completeness, or sufficiency of any such document or rendering advice that the Official Statement or other disclosure document, if applicable, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(b) Preparing request for tax rulings from the Internal Revenue Service ("IRS") or no action letters from the Securities and Exchange Commission ("SEC");

(c) Preparing Blue Sky or investment surveys with respect to the Bonds, the City Bond and/or the Bank Bonds;

(d) Drafting State constitutional or legislative amendments;

(e) Pursuing test cases or other litigation, such as contested validation proceedings;

(f) Making an investigation or expressing any view as to the creditworthiness of the City or the Bonds, the City Bond and/or the Bank Bonds;

(g) Except as described in paragraph 8 above and if applicable, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds, the City Bond and/or the Bank Bonds or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(h) Representing the City in IRS examinations or inquiries, or SEC investigations;

(i) After closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds, the City Bond and/or the Bank Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations);

(j) Giving and/or providing any financial advice or recommendations concerning the issuance of the Bonds, the City Bond and/or the Bank Bonds as mandated by SEC rules; or

(k) Addressing any other matters not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We understand that counsel to the City will assist with the issuance of the Bonds, the City Bond and/or the Bank Bonds, particularly as to the authorization, execution and delivery of bond and/or loan documents. We assume that all other parties, including the Bank, if applicable, will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. In performing our services as bond counsel, we will represent the interest of the Borrower and the Bank, if applicable. We will not be representing any other party and will not be acting as an intermediary among the parties. Our services as Bond

Counsel are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds, the City Bond and/or the Bank Bonds. Nevertheless, subsequent to the closing of the Bonds, the City Bond and/or the Bank Bonds, we will mail, if required, to the IRS the appropriate IRS Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds, the City Bond and/or the Bank Bonds.

PROSPECTIVE CONSENT

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

FEES

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

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

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

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work

product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

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

Thank you again for this opportunity to be of service. We look forward to working with you.

Sincerely,

BUTLER SNOW LLP

Sue H. Fairbank

Sue H. Fairbank

Accepted and Approved:

CITY OF GAUTIER, MISSISSIPPI

BY: _____
Mayor

Dated: _____

Authorized by resolution of the Mayor and City Council of the City of Gautier, Mississippi, dated September 3, 2024.

September 3, 2024

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

Re: Not to Exceed $5,300,000 City of Gautier, Mississippi (a) water and sewer system revenue bonds (the "Bonds"), (b) water and sewer system revenue bond to be sold to the Mississippi Development Bank (the "City Bond"), and/or (c) a loan (the "Loan") from the Mississippi Development Bank (the "Bank) (referred to herein collectively as the "Financing")

Gentlemen:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Gautier, Mississippi (the "City"), in connection with the above-referenced Financing. We understand that the Mayor and City Council of the City are authorized by Sections 21-27-11 *et seq*., Mississippi Code of 1972, as amended and supplemented (the "Utility Act"), and Sections 31-25-1 *et seq*., Mississippi Code of 1972, as amended and supplemented (the "Bank Act" and together with the Utility Act, the "Act"), to issue the Bonds and/or the City Bond or enter into the Loan with the Bank for the purposes set forth therein, including, but not limited to, providing funds for the acquisition and improvement of existing water systems and the acquisition, construction, enlargement, improvement, repair and/or extension of the City's combined waterworks and sewer system (the "System"), as authorized by the Act, and will be secured by the net revenues of the System as authorized by and provided in the Act. To fund the Loan or the purchase of the City Bond, the Bank would issue its limited obligation bonds (the "Bank Bonds"). We further understand that the City will be responsible for paying our fees as bond counsel from the proceeds of the Financing.

SCOPE OF ENGAGEMENT

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

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the City Bond and/or

the Bank Bonds, the source of payment and security for the Bonds, the City Bond and/or the Bank Bonds, and the excludability of interest on the Bonds, the City Bond and/or the Bank Bonds from gross income for federal and State of Mississippi (the "State") income tax purposes;

2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, the City Bond, the Bank Bonds and/or the Loan and coordinate the authorization and execution of such documents;

3. Assist the City and the Bank, if applicable, in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Bonds, the City Bond and/or the Bank Bonds, and the funding of the Loan;

4. Review legal issues relating to the structure of the Financing;

5. Assist in compiling and pursuing the validation proceedings under State law;

6. Assist the City, if required, in preparing the preliminary official statement and the official statement (together, the "Official Statement") and subject to satisfactory completion of our review, provide to the City written advice that in the course of our participation, no information has come to our attention that leads us to believe that the Official Statement, as of its date (except for financial statements, other statistical data, feasibility reports and statements of trends and forecasts and book-entry language contained in the Official Statement and its appendices, as to which we will express no opinion), contains any untrue statement of material fact or omits to state any material fact necessary to make the statements in the Official Statement, in light of the circumstances under which they were made, not misleading;

7. Assist the City and the Bank, if applicable, in presenting information to bond rating agencies, and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, the City Bond and/or the Bank Bonds; and

8. Draft a continuing disclosure undertaking of the City, if required.

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

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

(a) Except as described in paragraph 6 above, assisting in the preparation or review of the Official Statement or any other disclosure document, if applicable, with respect to the Bonds, the City Bond and/or the Bank Bonds, or performing an independent investigation to determine the accuracy, completeness, or sufficiency of any such document or rendering advice that the Official Statement or other disclosure document, if applicable, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(b) Preparing request for tax rulings from the Internal Revenue Service ("IRS") or no action letters from the Securities and Exchange Commission ("SEC");

(c) Preparing Blue Sky or investment surveys with respect to the Bonds, the City Bond and/or the Bank Bonds;

(d) Drafting State constitutional or legislative amendments;

(e) Pursuing test cases or other litigation, such as contested validation proceedings;

(f) Making an investigation or expressing any view as to the creditworthiness of the City or the Bonds, the City Bond and/or the Bank Bonds;

(g) Except as described in paragraph 8 above and if applicable, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Bonds, the City Bond and/or the Bank Bonds or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;

(h) Representing the City in IRS examinations or inquiries, or SEC investigations;

(i) After closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds, the City Bond and/or the Bank Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations);

(j) Giving and/or providing any financial advice or recommendations concerning the issuance of the Bonds, the City Bond and/or the Bank Bonds as mandated by SEC rules; or

(k) Addressing any other matters not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We understand that counsel to the City has been engaged by the City to assist with the issuance of the Bonds, the City Bond and/or the Bank Bonds, particularly

as to the authorization, execution and delivery of bond and/or loan documents. We assume that all other parties, including the Bank, if applicable, will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. In performing our services as bond counsel, we will represent the interest of the City and the Bank, if applicable. We will not be representing any other party and will not be acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds, the City Bond and/or the Bank Bonds. Nevertheless, subsequent to the closing of the Bonds, the City Bond and/or the Bank Bonds, we will mail, if required, to the IRS the appropriate IRS Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds, the City Bond and/or the Bank Bonds.

PROSPECTIVE CONSENT

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

FEES

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

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

Regardless of the above, we reserve the right that our fee may vary: (a) if the principal amount of the Bonds actually issued differs significantly from the amount stated above; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise, which require a significant increase in our time or responsibility. If, at any

time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you and prepare and provide to you an amendment to this engagement letter

RECORDS

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

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

BUTLER SNOW LLP

By: Sue H. Fairbank
Sue H. Fairbank

Accepted and Approved:

CITY OF GAUTIER, MISSISSIPPI

By: _____
Mayor

Dated: _____

Authorized by resolution of the Mayor and City Council of the City of Gautier, Mississippi, dated September 3, 2024.

EXHIBIT B

IRMA LETTERS OF GOVERNMENT CONSULTANTS, INC.

GOVERNMENT CONSULTANTS

GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

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

September 3, 2024

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

Re: City of Gautier, Mississippi
Not to Exceed $2,000,000 City of Gautier, Mississippi General Obligation Bonds, in one or more taxable or tax-exempt series; OR
Not to Exceed $2,000,000 Mississippi Development Bank Special Obligation Bonds (City of Gautier, Mississippi General Obligation Bond or Capital Improvement Project), in one or more taxable or tax-exempt series (collectively, the "Bonds")
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and City Council,

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

Disclosures Concerning our Role as Municipal Advisor

(i) The Municipal Advisor has a fiduciary duty to you. This is different than an underwriter, if any, who only has an obligation to deal fairly with you. The underwriter, if any, has financial and other interests that differ from yours, unlike the Municipal Advisor who has no financial or other interests that differ from your own.

(ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential bond or debt issuance.

(iii) We shall make a reasonable inquiry to the relevant facts that help determine which course of action best suits your interests. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.

(iv) We shall evaluate possible material risks, benefits and alternatives related to the Bonds.

(v) Our duties are limited to this transaction and the above-mentioned disclosures.

(vi) In the event the Bonds are issued by the Mississippi Development Bank, we will be likewise engaged as Municipal Advisor to the Mississippi Development Bank as the "Issuer" and you as the "Obligor" under the documents related to the Bonds.

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

Disclosure Concerning Conflicts of Interest and Other Information

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

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

Disclosure Concerning the Compensation

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

Disclosure of Information Regarding Legal Events and Disciplinary History

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

Disclosure Relating to Issuing Bonds

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

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

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

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

Revenue bonds are a debt obligation secured by a pledge of incomes and revenues (fees, rates or rentals). You pledge to use the lawfully available net revenues of the fund or funds in the manner as described in the documents related to issuance for the repayment of the Bonds.

Additionally, the Bonds may be offered as federally taxable obligations.

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

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

Disclosure Concerning the Term of Engagement

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

Acknowledgement

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

Sincerely,

Government Consultants, Inc.

BY: _____
Steve Pittman

RECEIPT ACKNOWLEDGEMENT

BY: _____
Signature
Casey Vaughan, Mayor, City of Gautier, Mississippi
Authorized Representative's Name

GOVERNMENT CONSULTANTS

GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

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

September 3, 2024

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

Re: City of Gautier, Mississippi
Not to Exceed $5,300,000 City of Gautier, Mississippi Combined Water and Sewer System Revenue Bonds, in one or more taxable or tax-exempt series; OR
Not to Exceed $5,300,000 Mississippi Development Bank Special Obligation Bonds (City of Gautier, Mississippi Combined Water and Sewer System Revenue Project), in one or more taxable or tax-exempt series (collectively, the "Bonds")
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(i) The Municipal Advisor has a fiduciary duty to you. This is different than an underwriter, if any, who only has an obligation to deal fairly with you. The underwriter, if any, has financial and other interests that differ from yours, unlike the Municipal Advisor who has no financial or other interests that differ from your own.

(ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential bond or debt issuance.

(iii) We shall make a reasonable inquiry to the relevant facts that help determine which course of action best suits your interests. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.

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

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

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Additionally, the Bonds may be offered as federally taxable obligations.

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

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Acknowledgement

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

Sincerely,

Government Consultants, Inc.

BY: _____
Steve Pittman

RECEIPT ACKNOWLEDGEMENT

BY: _____
Signature
Casey Vaughan, Mayor, City of Gautier, Mississippi
Authorized Representative's Name

CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet

Council Meeting:	**September 3, 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 September 3, 2024.

Docket of Claims
Release date from 09/03/2024 thru 09/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CIVICPLUS INC	242823	09/03/2024	07/22/2024			4,349.34	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-699 / CIVIC CLERK ANNUAL RENEWAL			308149	09/01/2024			4,349.34
001	CIVICPLUS INC	242824	09/03/2024	07/22/2024			367.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-699 / MUNICODE ADMIN SUPPT FEE			308802	09/01/2024			367.50
001	COG 7M BOND ACCT	243142	09/03/2024	08/16/2024			5,346.83	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-104 / TR MDOT WIRE: FUND 130			08162024	08/16/2024			5,346.83
001	C SPIRE WIRELESS	243151	09/03/2024	08/26/2024			971.72	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-605 / POLICE CELLS			0032680896	08/11/2024			489.00
	001-100-699 / DATA CARD (14)			0032680896	08/11/2024			482.72
001	AT&T	243161	09/03/2024	08/27/2024			4,555.34	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 / MONTHLY SERVICE			2284978000	08/14/2024			4,555.34
001	AT&T	243162	09/03/2024	08/27/2024			37.43	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / NCIC MONITORING			2284970262	08/14/2024			37.43
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	243163	09/03/2024	08/27/2024			4,166.69	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-642 / MAR 2024 CLUB SUPPORT			03312024	08/27/2024			833.33
	001-170-642 / APR 2024 CLUB SUPPORT			04302024	08/27/2024			833.33
	001-170-642 / MAY 2024 CLUB SUPPORT			05312024	08/27/2024			833.33
	001-170-642 / JUN 2024 CLUB SUPPORT			06302024	08/27/2022			833.33
	001-170-642 / JUL 2024 CLUB SUPPORT			07312024	08/27/2022			833.37
001	CIVICPLUS INC	243164	09/03/2024	08/27/2024			9,228.80	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-606 / CIVICENGAGE CENTRAL RENEWAL			314450	08/22/2024			9,228.80
001	DELTA COMPUTER SYSTEMS INC	243165	09/03/2024	08/27/2024			665.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-606 / SEP 2024 ACCT SOFTWARE MAINT			DHLMN14706	08/15/2024			470.00
	001-092-606 / SEP 2024 PRIV LIC SW MAINT			DHLMN14707	08/15/2024			195.00
001	FUELMAN	243166	09/03/2024	08/27/2024			3,967.05	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-525 / UNL FUEL			NP66965282	08/19/2024			44.40
	001-100-525 / UNL FUEL			NP66965282	08/19/2024			2,898.80
	001-161-525 / UNL-DSL FUEL			NP66965282	08/19/2024			552.54
	001-170-525 / UNL FUEL			NP66965282	08/19/2024			330.30
	001-205-525 / UNL-DSL FUEL			NP66965282	08/19/2024			141.01

Docket of Claims
Release date from 09/03/2024 thru 09/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	243168	09/03/2024	08/27/2024			3,337.53	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-525 UNL FUEL			NP66992675	08/26/2024			146.11
	001-100-525 UNL FUEL			NP66992675	08/26/2024			2,394.03
	001-161-525 UNL-DSL FUEL			NP66992675	08/26/2024			429.47
	001-170-525 UNL FUEL			NP66992675	08/26/2024			314.06
	001-205-525 UNL-DSL FUEL			NP66992678	08/26/2024			53.86
001	GLOBALSTAR	243170	09/03/2024	08/27/2024			102.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 MONTHLY SERVICE			0075586900	08/16/2024			102.95
001	KEVIN HADLEY	243171	09/03/2024	08/27/2024			100.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-681 PER DIEM ADV: HAZMAT A/O			09092024	08/26/2024			100.00
001	MS MUNICIPAL LEAGUE	243172	09/03/2024	08/27/2024			125.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-001-681 SMALL TOWN CONF: COLLEDGE			39548	08/15/2024			125.00
001	RJ YOUNG COMPANY LLC	243173	09/03/2024	08/27/2024			1,323.98	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 GSHZ00-01 RENTAL FEE			INV7071759	08/14/2024			470.88
	001-092-698 IM C8000 USAGE: B/W			INV7071759	08/14/2024			250.11
	001-092-698 IM C8000 USAGE: COLOR			INV7071759	08/14/2024			334.67
	001-090-698 MP C4504 USAGE: B/W			INV7071759	08/14/2024			33.70
	001-090-698 MP C4504 USAGE: COLOR			INV7071759	08/14/2024			234.62
001	RJ YOUNG COMPANY LLC	243174	09/03/2024	08/27/2024			121.14	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 GEMG00-01 RENTAL FEE			INV7082576	08/21/2024			113.14
	001-161-698 ADMIN FEE			INV7082576	08/21/2024			8.00
001	SBM REPORTING LLC	243175	09/03/2024	08/27/2024			175.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-698 PLANNING MTG 8/01/24			MB1737	08/20/2024			175.00
001	SPARKLIGHT	243176	09/03/2024	08/27/2024			111.66	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 SEP 2024: CFD 122024086			08232024	08/23/2024			111.66
001	SPARKLIGHT	243177	09/03/2024	08/27/2024			96.71	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 SEP 2024: SFD 122025091			08232024	08/23/2024			96.71
001	SPARKLIGHT	243178	09/03/2024	08/27/2024			96.71	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 SEP 2024: NFD 122024383			08232024	08/23/2024			96.71

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001	SPARKLIGHT	243179	09/03/2024	08/27/2024			235.88	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-698 SEP 2024: BACOT #135939403			08232024	08/23/2024			235.88
001	SPARKLIGHT	243180	09/03/2024	08/27/2024			127.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-698 SEP 2024: GARAGE 134679919			08202024	08/20/2024			127.95
001	RIDGDELL BROS INC	243187	09/03/2024	08/27/2024			2,604.99	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-520 BED MAINT: ENT SIGNS			23083383	08/26/2024			1,006.66
	001-201-679 LAWN MAINT: SOUTH HWY 90			23083382	08/26/2024			615.00
	001-201-679 LAWN MAINT: HWY 90 INTS			23083380	08/26/2024			983.33
001	SINGING RIVER ELECTRIC COOPERATIVE	243201	09/03/2024	08/28/2024			10,700.97	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-633 STREET LIGHTING			08182024	08/23/2024			7,055.45
	001-092-631 CITY HALL 10054			08182024	08/23/4024			1,241.30
	001-201-633 WM PAYNE 10054-100244008			08182024	08/23/2024			54.68
	001-170-631 FRAZIER PARK 10054			08182024	08/23/2024			65.55
	001-170-631 SENIOR BLDG 10054			08182024	08/23/2024			533.05
	001-170-631 CITY PARK 10054			08182024	08/23/2024			150.45
	001-161-631 CENTRAL FD 10054			08182024	08/23/2024			496.96
	001-092-631 PUBLIC WORKS 10054			08182024	08/23/2024			357.23
	001-092-631 HWY 90 SIGNS 10054			08182024	08/23/2024			35.60
	001-201-629 SIGNAL LIGHTS 10054			08182024	08/23/2024			710.70
001	SINGING RIVER ELECTRIC COOPERATIVE	243202	09/03/2024	08/28/2024			1,028.63	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-631 BROWN FD 95237002			08142024	08/21/2024			558.54
	001-161-631 MARTIN BLUFF FD 58380001			08172024	08/22/2024			295.00
	001-201-629 SIGNAL LIGHTS 17546			08172024	08/22/2024			40.10
	001-092-631 CITY LIMIT SIGN 17546			08172024	08/22/2024			42.26
	001-170-631 ROUNDABOUT 102311004			08182024	08/23/2024			30.00
	001-201-633 WM PAYNE 100245001			08182024	08/23/2024			62.73
001	SINGING RIVER ELECTRIC COOPERATIVE	243203	09/03/2024	08/28/2024			2,763.24	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-631 POLICE STATION 66298004			08182024	08/23/2024			2,217.08
	001-201-629 SIGNAL LIGHTS 89113001			08182024	08/23/2024			66.92
	001-201-633 STREET LIGHTS 90345002			08182024	08/23/2024			195.89
	001-092-631 RECORDS BLDG 90790001			08182024	08/23/2024			283.35
001	SINGING RIVER ELECTRIC COOPERATIVE	243204	09/03/2024	08/28/2024			348.15	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-631 SPORTS PAVILION 66582005			08182024	08/23/2024			163.29
	001-170-631 CITY PARK RSTRMS 89912001			08182024	08/23/2024			103.05
	001-170-631 FRAZIER RSTRMS 98546001			08182024	08/23/2024			49.12
	001-170-631 FITNESS TRAIL 109268001			08182024	08/23/2024			32.69

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001	SINGING RIVER ELECTRIC COOPERATIVE	243205	09/03/2024	08/28/2024			1,013.94	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-633	DOLPHIN ST 94987002	08182024	08/23/2024		51.87
001-201-633	DOLPHIN ST 94988002	08182024	08/23/2024		58.01
001-201-633	DOLPHIN ST 94989002	08182024	08/23/2024		72.30
001-201-633	DOLPHIN ST 94990002	08182024	08/23/2024		697.25
001-092-631	BELK SIGN 97127001	08182024	08/23/2024		44.51
001-170-631	SRM VENUE 104312012	08182024	08/23/2024		30.00
001-170-631	SRM BOX 8 104459007	08182024	08/23/2024		30.00
001-170-631	DOLPHIN BOX 6 110759006	08182024	08/23/2024		30.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GALLS LLC	243209	09/03/2024	08/28/2024			120.95	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	TJ361 KHA TAC PANT 38X30 (3)	028783048	08/14/2024	241130	115.20
001-161-535	SHIPPING	028783048	08/14/2024	241130	5.75

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CAN'T MISS EMBROIDERY	243210	09/03/2024	08/28/2024			5,279.80	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	CS412 SNAG PRF POLO NVY (3)	28920	08/14/2024	241129	60.00
001-161-535	CS412 SNAG PRF POLO BLK (6)	28920	08/14/2024	241129	120.00
001-161-535	CS412 SNAG PRF POLO CH (36)	28920	08/14/2024	241129	720.00
001-161-535	CS412 SNG PRF POLO RED 2X(3)	28920	08/14/2024	241129	64.50
001-161-535	CS412 SNG PRF POLO RED 2X(57)	28920	08/14/2024	241129	1,140.00
001-161-535	CS412 SNG PRF POLO WHT (6)	28920	08/14/2024	241129	120.00
001-161-535	CS412 SNG PRF POLO WHT 2X(3)	28920	08/14/2024	241129	64.50
001-161-535	TLCS412 SNG PRF POLO CH XL(3)	28920	08/14/2024	241129	67.50
001-161-535	NAME/TITLE/BUGLES/GFD (60)	28920	08/14/2024	241129	480.00
001-161-535	NAME/FF/GAUTIER FD (45)	28920	08/14/2024	241129	315.00
001-161-535	FIREFIGHTER/GAUTIER FD (12)	28920	08/14/2024	241129	48.00
001-161-535	DIGITIZING FEE	28920	08/14/2024	241129	40.00
001-161-535	ALL NAME AND TITLE SET UPS	28920	08/14/2024	241129	50.00
001-161-535	8300 POCKET TEE NVY (78)	28859	08/14/2024	241128	830.70
001-161-535	8300 POCKET TEE NVY 2X (30)	28859	08/14/2024	241128	435.00
001-161-535	2000 COTTON TEE NVY 2X	28859	08/14/2024	241128	9.75
001-161-535	2000 COTTON TEE NVY (6)	28859	08/14/2024	241128	45.90
001-161-535	2000 COTTON TEE WHT (6)	28859	08/14/2024	241128	42.00
001-161-535	2000 COTTON TEE WHT 2X (2)	28859	08/14/2024	241128	18.50
001-161-535	5400 HV COTTON LS TEE NVY(3)	28859	08/14/2024	241128	33.45
001-161-535	5400 HV COTTON LS TEE NVY 2X	28859	08/14/2024	241128	12.50
001-161-535	7219 MESH 9" SHORTS NVY (30)	28859	08/14/2024	241128	337.50
001-161-535	7219 MESH 9" SHORTS NVY (10)	28859	08/14/2024	241128	125.00
001-161-535	SCREEN RESETUP FEE (3)	28859	08/14/2024	241128	60.00
001-161-535	ART FEE (2)	28859	08/14/2024	241128	40.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REYNOLDS WHOLESALE CO	243211	09/03/2024	08/28/2024			1,051.34	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-510	#275GN TISSUE 96/CS (3)	77323	08/13/2024	241193	170.85
001-092-510	#385VB PAPER TOWELS 30/CS (3)	77323	08/13/2024	241193	104.85
001-092-510	#1508 MFB TOWEL CS (3)	77323	08/13/2024	241193	74.85
001-092-510	LG PF LATEX GLOVE CS	77323	08/13/2024	241193	70.00

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001	REYNOLDS WHOLESALE CO	243211	09/03/2024	08/28/2024			1,051.34	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-510	ODO BAN 4GAL/CS	77323	08/13/2024	241193	51.96
001-092-510	NABC CLEANER 4-GAL/CS	77323	08/13/2024	241193	59.80
001-092-510	PINE SOL 2X 60OZ 3/CS	77323	08/13/2024	241193	29.25
001-092-510	LYSOL SPRAY 19OZ 12/CS	77323	08/13/2024	241193	83.88
001-092-510	BLEACH 6-GAL/CS (2)	77323	08/13/2024	241193	51.90
001-092-510	MR CLEAN 2X 64OZ 4/CS	77323	08/13/2024	241193	46.60
001-092-510	VB ANTIBAC HAND SOAP 4/CS	77323	08/13/2024	241193	55.80
001-092-510	FUSION MIST SPRAY 12/CS	77323	08/13/2024	241193	69.00
001-092-510	30X36 WHT LINER 200CT/CS (2)	77323	08/13/2024	241193	57.90
001-092-510	24X33 WHT LINER 500CT/CS (2)	77323	08/13/2024	241193	65.90
001-092-510	16OZ CTTN QKCHG MOP HEAD (2)	77323	08/13/2024	241193	13.00
001-092-510	620 PLST QKCHG MOP HANDLE (2)	77323	08/13/2024	241193	23.90
001-092-510	#22-C BROOM (2)	77323	08/13/2024	241193	21.90

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS FIRE ACADEMY	243213	09/03/2024	08/28/2024			865.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-681	FF 1001-I-II: MCLOUGHLIN	32001	03/08/2024	240267	500.00
001-161-681	ROPE RESCUE A/O: TILLMAN	32638	08/16/2024	241100	365.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SUNBELT FIRE INC	243214	09/03/2024	08/28/2024			1,967.38	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-639	PURIFICATION CARTRIDGE	00016963	08/23/2024	241175	238.75
001-161-639	GAL SYNTHETIC BAUER OIL	00016963	08/23/2024	241175	119.93
001-161-639	OIL FILTER	00016963	08/23/2024	241175	11.40
001-161-639	INTAKE FILTER	00016963	08/23/2024	241175	12.56
001-161-639	BACKUP ORING CARTRIDGE CHAMBER	00016963	08/23/2024	241175	1.38
001-161-639	ORING CARTRIDGE CHAMBER	00016963	08/23/2024	241175	3.75
001-161-639	BCN25327 ORING	00016963	08/23/2024	241175	1.13
001-161-639	BCN04058 ORING	00016963	08/23/2024	241175	1.00
001-161-639	GASKET	00016963	08/23/2024	241175	5.17
001-161-639	AIR QLTY TEST NFPA 1500 GRD E	00016963	08/23/2024	241175	102.37
001-161-639	SHIP AIR TEST	00016963	08/23/2024	241175	4.94
001-161-639	WASTE OIL DISPOSAL FEE	00016963	08/23/2024	241175	5.00
001-161-639	SHOP FEE	00016963	08/23/2024	241175	5.00
001-161-639	LABOR FOR SERVICE	00016963	08/23/2024	241175	200.00
001-161-639	TRAVEL	00016963	08/23/2024	241175	160.00
001-161-639	MSA CERT G1 SCBA FLOW TEST(15)	00016964	08/23/2024	241176	1,095.00

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001	MS ASSOC OF CHIEFS OF POLICE	243215	09/03/2024	08/28/2024			230.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-022-660	POLICE OFFICER TEST (10)	SA58914	08/16/2024	241209	215.00
001-022-660	SHIPPING	SA58914	08/16/2024	241209	25.00
001-022-660	MACP MEMBER DISCOUNT	SA58914	08/16/2024	241209	-10.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	K&R SERVICES INC	243222	09/03/2024	08/28/2024			689.88	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-639	REPL VOLTAGE REG: NORTH STN	48524	07/24/2024	241044	254.88
001-161-639	LABOR	48524	07/24/2024	241044	420.00
001-161-639	MILEAGE	48524	07/24/2024	241044	9.50
001-161-639	SHOP SUPPLIES	48524	07/24/2024	241044	5.50

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001	CAMPER CITY TRUCK ACCESS INC	243223	09/03/2024	08/28/2024			843.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	7 PIN PLUG TRAILER PART/LABOR		77625	08/22/2024	241196		65.00
	001-090-559	BLACK STEP BARS: F150		77625	08/22/2024	241196		389.00
	001-205-559	BLK STEP BARS: MAINT TRUCK		77626	08/22/2024	241191		389.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	243224	09/03/2024	08/28/2024			890.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-500	CS 8.5X11 COPY PAPER (10)		6009297948	08/15/2024	241200		454.90
	001-100-500	ZEBRA RETRACT PEN 12CT		6009297948	08/15/2024	241200		8.44
	001-100-500	BIC HIGHLIGHTER ASRT 24CT		6009297948	08/15/2024	241200		6.87
	001-100-500	BIC WITE OUT CORRECTION 18PK		6009297948	08/15/2024	241200		20.83
	001-100-500	BIC BLUE SHARPIE 12CT		6009297948	08/15/2024	241200		13.33
	001-100-500	BIC RED SHARPIE 12CT		6009297948	08/15/2024	241200		10.55
	001-100-500	POST IT NOTES 3X3 24PK		6009297948	08/15/2024	241200		21.54
	001-100-500	POST IT NOTES NEON 3X3 24PK		6009297948	08/15/2024	241200		24.00
	001-100-500	EXPO DRY-ERASE STARTER KIT		6009297948	08/15/2024	241200		10.74
	001-100-500	BIC BP PEN 60PK (2)		6009297948	08/15/2024	241200		9.50
	001-100-500	BLACK SHARPIE 12CT		6009297948	08/15/2024	241200		8.28
	001-094-500	DURACELL AA BATT 144/CTN		6009455434	08/17/2024	241211		60.98
	001-094-500	DURACELL AAA BATT 144/CTN		6009455434	08/17/2024	241211		58.75
	001-094-500	VB FLASH DRIVE 32GB 5PK (2)		6009455434	08/17/2024	241211		33.98
	001-094-500	BIC HIGHLIGHTER ASRT 24PK		6009455434	08/17/2024	241211		6.87
	001-094-500	UNIBALL ROLLERBALL PEN 12CT		6009455434	08/17/2024	241211		40.06
	001-094-500	POST IT 1-3/8X1-7/8 24PK (2)		6009455434	08/17/2024	241211		19.90
	001-094-500	HP 952 CYAN STD INK		6009455434	08/17/2024	241211		26.89
	001-094-500	HP 952 YLW STD INK (2)		6009455434	08/17/2024	241211		53.78
001	SPORTABOUT	243227	09/03/2024	08/28/2024			4,992.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	YOUTH/ADULT FTBL HELMET (20)		11588	08/26/2024	241219		2,760.00
	001-170-502	YOUTH/ADULT SHOULDER PAD (28)		11588	08/26/2024	241219		1,848.00
	001-170-502	FREIGHT: ESTIMATE #1505		11588	08/26/2024	241219		384.20
001	AMAZON CAPITAL SERVICE	243228	09/03/2024	08/28/2024			1,447.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-500	DESKTOP EASEL 9X11 (2)		1WJNFHKK1Q	08/15/2024	241199		46.56
	001-100-500	DUST-OFF 6PK		1WJNFHKK1Q	08/15/2024	241199		32.17
	001-100-500	MOUSE PAD 3PK (2)		1WJNFHKK1Q	08/15/2024	241199		13.50
	001-100-500	PILOT G2 PENS BLK 12CT (2)		1WJNFHKK1Q	08/15/2024	241199		33.30
	001-100-500	LEGAL PADS WIDE RULED 6PK		1WJNFHKK1Q	08/15/2024	241199		19.99
	001-100-500	PORTFOLIO BINDER (3)		1WJNFHKK1Q	08/15/2024	241199		41.85
	001-100-500	VERBATIM DVD-R 100PK		1WJNFHKK1Q	08/15/2024	241199		24.29
	001-100-500	CLASSIFICATN FOLDER 10CT (3)		1WJNFHKK1Q	08/15/2024	241199		65.25
	001-170-577	FIELD MARK PAINT 12PK (8)		1LJMF6TJL1	08/23/2024	241222		599.60
	001-094-703	ERGONOMIC OFFICE CHAIR (2)		11CRGWRR1J	08/21/2024	241213		479.90
	001-161-575	4"FACE DIAL SS PRESS GAUGE(4)		1MVPR3HK73	08/26/2024	241221		90.76

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001	AGJ SYSTEMS & NETWORKS INC	243229	09/03/2024	08/28/2024			2,245.98	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-704 DELL LATITUDE LAPTOP			116186	08/19/2024	241161		1,379.07
	001-092-704 MONITOR 24"			116186	08/19/2024	241161		181.99
	001-092-704 LT KEYBOARD-WRLS CONNECT			116186	08/19/2024	241161		129.94
	001-092-704 DELL KEYBOARD AND MOUSE			116186	08/19/2024	241161		64.98
	001-100-704 MICROSOFT OFFICE 2021 (2)			116186	08/19/2024	241179		490.00
001	PASCAGOULA SUPPLY LLC	243230	09/03/2024	08/28/2024			329.84	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-559 18X18X1 PLT STD M8A FLTR (12)			3560	08/14/2024	241197		74.04
	001-205-559 16X30X1 PLT STD M8A FLTR (12)			3560	08/14/2024	241197		66.00
	001-205-559 15X30X1 PLT STD M8A FLTR (12)			3560	08/14/2024	241197		189.80
001	AGJ SYSTEMS & NETWORKS INC	243233	09/03/2024	08/28/2024			7,626.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-606 SEP 2024: MSP COMPLETE CARE			MSP-116310	09/01/2024			6,200.00
	001-092-606 SEP 2024: MS365 EXC (74)			116378	09/01/2024			370.00
	001-092-606 SEP 2024: MS365 BUS (30)			116378	09/01/2024			405.00
	001-092-606 SEP 2024: LITIGATN HOLD (17)			116378	09/01/2024			51.00
	001-092-606 SEP 2024: BACKUP SERVER (2)			116396	09/01/2024			600.00
001	RJ YOUNG COMPANY LLC	243234	09/03/2024	08/29/2024			75.55	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 LEXMARK C4150: BASE FEE			INV7076383	08/16/2024			38.00
	001-100-699 RICO IM C2500:BASE FEE			INV7076383	08/16/2024			37.55
001	RJ YOUNG COMPANY LLC	243235	09/03/2024	08/29/2024			224.47	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 FNK100-01 RENTAL FEE			INV7081790	08/20/2024			216.47
	001-100-699 ADMIN FEE			INV7081790	08/20/2024			8.00
001	SEYMOUR ENGINEERING PLLC	243236	09/03/2024	08/29/2024			12,500.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-603 TOPO SURVEY: LS UPGS 50%			9159	08/26/2024			12,500.00
001	SEYMOUR ENGINEERING PLLC	243237	09/03/2024	08/29/2024			27,022.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-603 DESIGN/BIDDING: SS MAINS 40%			9162	08/26/2024			27,022.00
001	CIVICPLUS INC	243244	09/03/2024	08/29/2024			3,450.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-699 RECODIFICATION SERVS (3)			314510	08/23/2024			3,450.00

FUND TOTAL 1 Claims to Checks 47 Total 129,920.88 Manual Held Total 129,920.88

Docket of Claims
Release date from 09/03/2024 thru 09/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
003	GOTTFRIED CONSTRUCTION LLC	243242	09/03/2024	08/29/2024			156,141.26	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
003-721-713	LS UPGRADES 60%	8	08/27/2024		156,141.26

FUND TOTAL 3 Claims to Checks 1 Total 156,141.26 Manual Held Total 156,141.26

Docket of Claims
Release date from 09/03/2024 thru 09/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
004	SPARKLIGHT	243181	09/03/2024	08/27/2024			1,690.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	004-510-699 / 8/20-9/19/24 SERV: 140013863			08202024	08/20/2024			1,690.00
004	MISSISSIPPI POWER	243182	09/03/2024	08/27/2024			4,972.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	004-510-628 / AUG 2024 LEASE: SOUND			0945635021	08/20/2024			4,972.00
004	RIDGDELL BROS INC	243183	09/03/2024	08/27/2024			6,318.65	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	004-510-680 / CHEMICAL APPL: SOUND LAWN			23083364	08/22/2024			1,177.91
	004-510-680 / LAWN MAINT: THE SOUND			23083381	08/26/2024			3,695.83
	004-510-699 / GNAT-INSECT APPLICATION			23083384	08/26/2024			267.00
	004-510-680 / CHEMICAL APPL: SOUND LAWN			23083385	08/26/2024			1,177.91
004	REYNOLDS WHOLESALE CO	243212	09/03/2024	08/28/2024			237.30	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	004-510-559 / 38X58 BLK LINERS 100CT (2)			77336	08/15/2024	241203		69.90
	004-510-559 / VB ANTI BAC SOAP 4GAL/CS (3)			77336	08/15/2024	241203		167.40

FUND TOTAL 4 Claims to Checks 4 Total 13,217.95 Manual Held Total 13,217.95

Docket of Claims
Release date from 09/03/2024 thru 09/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	MICHAEL BAKER INTERNATIONAL	243200	09/03/2024	08/28/2024			2,429.48	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-763	CONST ENG & INS: #23	1222539	08/28/2024		2,429.48

FUND TOTAL 130 Claims to Checks 1 Total 2,429.48 Manual Held Total 2,429.48

Docket of Claims
Release date from 09/03/2024 thru 09/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SPARKLIGHT	243184	09/03/2024	08/27/2024			219.39	_____
	Account Number 176-170-699	Description SEP 2024: SSP 132698937		Invoice # 08202024	Date 08/20/2024	P.O.	Amount	219.39
176	SPARKLIGHT	243185	09/03/2024	08/27/2024			127.95	_____
	Account Number 176-170-699	Description SEP 2024: SSP 136075116		Invoice # 08232024	Date 08/23/2024	P.O.	Amount	127.95
176	AT&T	243186	09/03/2024	08/27/2024			178.52	_____
	Account Number 176-170-605	Description MTHLY SERVICE 2 LINES		Invoice # 2284972244	Date 08/14/2024	P.O.	Amount	178.52

FUND TOTAL 176 Claims to Checks 3 Total 525.86 Manual Held Total 525.86

Docket of Claims
Release date from 09/03/2024 thru 09/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
177	SEYMOUR ENGINEERING PLLC	243238	09/03/2024	08/29/2024			19,500.00	_____
	Account Number 177-176-763	Description CONST ADMN/RPR 80%		Invoice # 9158	Date 08/26/2024	P.O.	Amount	19,500.00

FUND TOTAL 177 Claims to Checks 1 Total 19,500.00 Manual Held Total 19,500.00

Docket of Claims
Release date from 09/03/2024 thru 09/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
251	2018-2019 BOND DEBT SERVICE FUND	243152	09/03/2024	08/26/2024			1,950.00	_____
	Account Number 251-900-950	Description BUDGETED TRX: ACCUM INT		Invoice # 08312024	Date 08/31/2024	P.O.	Amount	1,950.00

FUND TOTAL 251 Claims to Checks 1 Total 1,950.00 Manual Held Total 1,950.00

Docket of Claims
Release date from 09/03/2024 thru 09/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
253	2018-2019 BOND DEBT SERVICE FUND	243153	09/03/2024	08/26/2024			2,700.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
253-900-950	BUDGETED TRX: ACCUM INT	08312024	08/31/2024		2,700.00

FUND TOTAL 253 Claims to Checks 1 Total 2,700.00 Manual Held Total 2,700.00

Docket of Claims
Release date from 09/03/2024 thru 09/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
305	ASPHALT CONTRACTORS LLC	243218	09/03/2024	08/28/2024			2,360.00	
	Account Number 305-300-720	Description 19'X18'AREA W/2" HOT MX/LSTONE		Invoice # 08222024	Date 08/22/2024	P.O. 241210	Amount	2,360.00
305	HENZE ENTERPRISES INC	243219	09/03/2024	08/28/2024			855.00	
	Account Number 305-300-720	Description 15 TNS CRUSHED LIMESTONE		Invoice # 33076	Date 08/21/2024	P.O. 241215	Amount	855.00

FUND TOTAL 305 Claims to Checks 2 Total 3,215.00 Manual Held Total 3,215.00

Docket of Claims
Release date from 09/03/2024 thru 09/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	243241	09/03/2024	08/29/2024			222.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
355-723-763	CONSTR PHASE: TRMNT PLANT	42814	08/09/2024		222.00

FUND TOTAL 355 Claims to Checks 1 Total 222.00 Manual Held Total 222.00

Docket of Claims
Release date from 09/03/2024 thru 09/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
362	SEYMOUR ENGINEERING PLLC	243239	09/03/2024	08/29/2024			20,530.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
362-600-762	ENG DESIGN 50%	9161	08/26/2024		20,530.00

FUND TOTAL 362 Claims to Checks 1 Total 20,530.00 Manual Held Total 20,530.00

Docket of Claims
Release date from 09/03/2024 thru 09/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COG DEPOSITORY ACCOUNT	243143	09/03/2024	08/16/2024			43,427.11	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-680-821 ST LNS #3 90/57 SWR			08092024	08/09/2024			7,877.45
	400-680-822 ST LNS #4 90/57 WTR			08092024	08/09/2024			10,948.67
	400-680-822 ST LNS #4 90/57 SWR			08092024	08/09/2024			9,019.22
	400-680-823 ST LNS #5 ALLEN RD			08092024	08/09/2024			2,149.95
	400-680-824 ST LNS #6 OLD SPAN TR			08092024	08/09/2024			3,765.83
	400-680-825 ST LNS #7 OLD SPAN TR			08092024	08/09/2024			9,665.99
400	AT&T	243154	09/03/2024	08/27/2024			358.98	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-605 MONTHLY SERVICE			2284975234	08/14/2024			358.98
400	2018-2019 BOND DEBT SERVICE FUND	243155	09/03/2024	08/27/2024			24,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-900-950 SEP 2024: 2018 BOND DS			09012024	09/01/2024			24,000.00
400	2018-2019 BOND DEBT SERVICE FUND	243156	09/03/2024	08/27/2024			32,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-900-950 SEP 2024: 2019 BOND DS			09012024	09/01/2024			32,000.00
400	MISSION COMMUNICATIONS LLC	243157	09/03/2024	08/27/2024			1,935.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-698 RENEWAL: JAMES PS			1091022	08/15/2024			387.00
	400-651-698 RENEWAL: RUE ST DENIS PS			1091022	08/15/2024			387.00
	400-651-698 RENEWAL: PAT DR PS			1091022	08/15/2024			387.00
	400-651-698 RENEWAL: CAMINO GRANDE			1091022	08/15/2024			387.00
	400-651-698 RENEWAL: CITY PARK PS			1091022	08/15/2024			387.00
400	RJ YOUNG COMPANY LLC	243158	09/03/2024	08/27/2024			205.86	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 GSI100-01 RENTAL FEE			INV7071760	08/14/2024			166.49
	400-650-698 IM C4500 USAGE:B/W			INV7071760	08/14/2024			6.39
	400-650-698 IM C4500 USAGE:COLOR			INV7071760	08/14/2024			32.98
400	SPARKLIGHT	243159	09/03/2024	08/27/2024			185.88	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 SEP 2024: 118901040			081624	08/16/2024			185.88
400	WM CORPORATE SERVICES INC	243160	09/03/2024	08/27/2024			3,779.11	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-698 TRIP CHG: 868842			8387144768	08/16/2024			335.00
	400-651-698 DISPOSAL: 873222			8387144768	08/16/2024			1,203.46
	400-651-698 ENERGY SURCHARGE			8387144768	08/16/2024			478.96
	400-651-698 20YD ROLL OFF: TIMBERLANE			8387144768	08/16/2024			1,761.69
400	FUELMAN	243167	09/03/2024	08/27/2024			140.32	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-525 UNL FUEL			NP66965282	08/19/2024			140.32

Docket of Claims
Release date from 09/03/2024 thru 09/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	243169	09/03/2024	08/27/2024			218.54	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-525 UNL FUEL			NP66992675	08/26/2024			218.54
400	SINGING RIVER ELECTRIC COOPERATIVE	243206	09/03/2024	08/28/2024			2,660.58	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 CARTER WTR TANK 109812001			08142024	08/21/2024			31.08
	400-651-631 LIFT STATIONS 20649			08142024	08/21/2024			907.35
	400-651-631 LIFT STATIONS 28779			08142024	08/21/2024			95.78
	400-651-631 LIFT STSTIONS 20688			08122024	08/19/2024			238.95
	400-651-631 SCHOONER WELL 20688			08122024	08/19/2024			1,387.42
400	SINGING RIVER ELECTRIC COOPERATIVE	243207	09/03/2024	08/28/2024			6,379.70	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 IONIZATION PLANT 99216002			08182024	08/24/2024			321.23
	400-651-631 LIFT STNS 89627001			08162024	08/23/2024			80.83
	400-651-631 LIFT STNS 89702001			08172024	08/23/2024			30.00
	400-651-631 LIFT STNS 17881			08172024	08/23/2024			2,693.33
	400-651-631 WATER WELLS 17881			08172024	08/23/2024			3,254.31
400	SINGING RIVER ELECTRIC COOPERATIVE	243208	09/03/2024	08/28/2024			11,518.25	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 LIFT STNS 114046001			07182024	07/23/2024			2,071.51
	400-651-631 LIFT STNS 17882			07182024	07/23/2024			2,843.33
	400-651-631 WATER WELLS 17882			07182024	07/23/2024			4,436.28
	400-651-631 CITY HALL SOUTH 17882			07182024	07/23/2024			2,167.13
400	SOUTHERN PIPE & SUPPLY CO INC	243216	09/03/2024	08/28/2024			3,852.22	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-559 36" GULPPRO HAND PUMP (2)			9898100-00	08/05/2024	241114		102.22
	400-651-709 5/8X3/4 BLMJ DIRECT METER(50)			9876188-00	07/23/2024	241092		3,750.00
400	MICRO METHODS INC	243217	09/03/2024	08/28/2024			70.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-698 TSS SAMPLE: HICKORY HILL			2408225186	08/19/2024	241185		70.00
400	CONSOLIDATED PIPE & SUPPLY	243220	09/03/2024	08/28/2024			475.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-559 8509910 BARREL LOCK (100)			MS0373987	08/16/2024	241160		475.00
400	COAST CHLORINATOR & PUMP CO INC	243221	09/03/2024	08/28/2024			1,554.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 1"LF TRU-UNION BALL CHECK(2)			77752	08/06/2024	241169		190.00
	400-651-581 STA-RITE BOOSTER PUMP			77751	08/06/2024	241170		1,705.00
	400-651-581 20% DISCOUNT: WESTGATE WELL			77751	08/06/2024	241170		-341.00
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	243225	09/03/2024	08/28/2024			160.16	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-500 AVERY WATERPROOF LABEL 1500CT			6009455433	08/17/2024	241212		45.36
	400-650-500 HP 206X BLK HY CARTRIDGE			6009455433	08/17/2024	241212		107.56

Docket of Claims
Release date from 09/03/2024 thru 09/03/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	243225	09/03/2024	08/28/2024			160.16	(CONTINUED)
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-500 / 5X8 NOTEPAD NARROW RULE 12PK / 6009455433 / 08/17/2024 / 241212							7.24
400	CITY ELECTRIC SUPPLY CO	243226	09/03/2024	08/28/2024			337.53	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-584 / 3M 35-3/4 X 66' WH (2) / PAS/096863 / 08/08/2024 / 241171							21.88
	400-651-584 / 3M 35-3/4 X 66' YL (2) / PAS/096863 / 08/08/2024 / 241171							21.88
	400-651-584 / 3M 35-3/4 X 66' RD (2) / PAS/096863 / 08/08/2024 / 241171							21.88
	400-651-584 / 3M 35-3/4 X 66' GN (2) / PAS/096863 / 08/08/2024 / 241171							21.88
	400-651-584 / 3M 33 3/4 X 76'-1 (6) / PAS/096863 / 08/08/2024 / 241171							52.50
	400-651-584 / 1.25X.25 FUSE 250V 1A GGC(25) / PAS/096744 / 08/01/2024 / 241119							27.60
	400-651-584 / CONTRL TRANS 100VA:TIMBERLANE / PAS/096811 / 08/06/2024 / 241177							86.24
	400-651-584 / CONTRL TRANS 100VA: LS SPARE / PAS/096966 / 08/14/2024 / 241186							83.67
400	J H WRIGHT & ASSOCIATES INC	243231	09/03/2024	08/28/2024			50.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-581 / MISSION PW479 RELAY: LARK ST / 463097 / 08/16/2024 / 241188							50.00
400	JACKSON COUNTY UTILITY AUTHORITY	243232	09/03/2024	08/28/2024			223,406.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-651-668 / SEP 2024 TREATMENT CHGS / 2673 / 09/01/2024							223,406.00
400	SEYMOUR ENGINEERING PLLC	243240	09/03/2024	08/29/2024			720.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-650-603 / UPDATE MTG: MULT PROJECTS / 9160 / 08/26/2024							280.00
	400-650-603 / ROW SURVEY: IOWANNA / 9160 / 08/26/2024							440.00
400	COG DEPOSITORY ACCOUNT	243243	09/03/2024	08/29/2024			1,100,000.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	400-900-985 / BUDGETED TRX: OP/ADMIN COSTS / 08312024 / 08/31/2024							1,100,000.00

FUND TOTAL 400 Claims to Checks 23 Total 1,457,434.24 Manual Held Total 1,457,434.24

Docket of Claims
Release date from 09/03/2024 thru 09/03/2024

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	47	Total	129,920.88	Manual	Held	Total	129,920.88
FUND 3	Claims	to	Checks	1	Total	156,141.26	Manual	Held	Total	156,141.26
FUND 4	Claims	to	Checks	4	Total	13,217.95	Manual	Held	Total	13,217.95
FUND 130	Claims	to	Checks	1	Total	2,429.48	Manual	Held	Total	2,429.48
FUND 176	Claims	to	Checks	3	Total	525.86	Manual	Held	Total	525.86
FUND 177	Claims	to	Checks	1	Total	19,500.00	Manual	Held	Total	19,500.00
FUND 251	Claims	to	Checks	1	Total	1,950.00	Manual	Held	Total	1,950.00
FUND 253	Claims	to	Checks	1	Total	2,700.00	Manual	Held	Total	2,700.00
FUND 305	Claims	to	Checks	2	Total	3,215.00	Manual	Held	Total	3,215.00
FUND 355	Claims	to	Checks	1	Total	222.00	Manual	Held	Total	222.00
FUND 362	Claims	to	Checks	1	Total	20,530.00	Manual	Held	Total	20,530.00
FUND 400	Claims	to	Checks	23	Total	1,457,434.24	Manual	Held	Total	1,457,434.24
	Total for all Funds		Checks	86	Total	1,807,786.67	Manual	Held	Total	1,807,786.67

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:	**September 3, 2024**
Title:	**Approval of Minutes from the Recessed Council Meeting held August 20, 2024 and Budget Work Session held August 22, 2024**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Approval of Minutes from the Recessed Council Meeting held August 20, 2024 and Budget Work Session held August 22, 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 Recessed Council Meeting held August 20, 2024 and Budget Work Session held August 22, 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 September 3, 2024.

Tuesday
August 20, 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 20, 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; Teresa Montgomery, City Clerk; Josh Danos, City Attorney and other concerned citizens.

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**

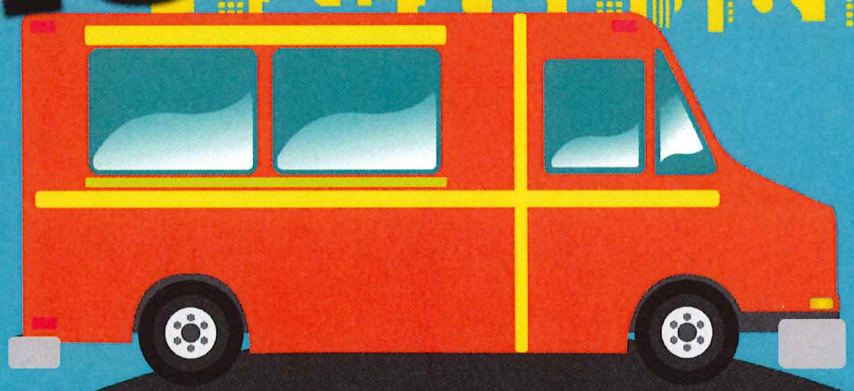
☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

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)**

NATURE'S PLAYGROUND
GAUTIER
MISSISSIPPI

GAUTIER PRESENTS

TASTY THURSDAY!



4TH THUR.

11 AM

GOOD EATS FROM AWESOME FOOD TRUCKS

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

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

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

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

6. **Approval of the Docket of Claims**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE

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

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

Councilman Gollott made the motion to approve the agenda order, as presented.
Councilman Elbin seconded the motion. The vote was carried unanimously.

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.

Presentation

None

★★NEW LOCATION★★

Come be a part of the

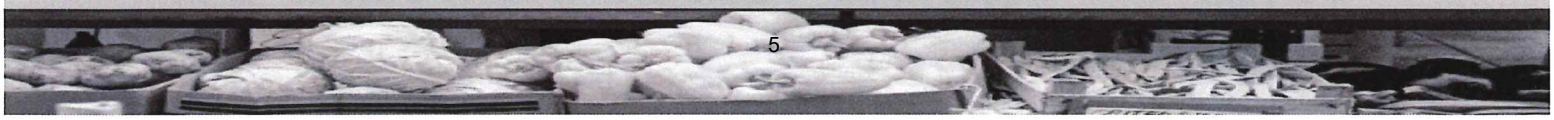
NATURE'S PLAYGROUND
GAUTIER
MISSISSIPPI

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



Councilman Colledge made the motion to approve Community Bank as the City's primary bank depository and The Peoples Bank as a secondary bank depository for FY 2024 – FY 2028, as presented. Councilman George seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 624-2024

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 **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 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 collaterized 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

(228) 295.8154 | ERIC.CHAMBLESS@COMMUNITYBANK.NE

RANDALL TYNES

PRESIDENT, JACKSON COUNTY

(228) 872.6752 | RANDALL.TYNES@COMMUNITYBANK.NET

LESLIE KELLEY

SENIOR VICE PRESIDENT/BUSINESS DEVELOPMENT

(228) 295.8155 | LESLIE.KELLEY@COMMUNITYBANK.NET

TIFFANY MOSES

ASSISTANT VICE PRESIDENT

(228) 312.1509 | TIFFANY.MOSES@COMMUNITYBANK.NET

RICK HILSABECK

ASSISTANT VICE PRESIDENT

(228) 312.1525 | RICK.HILSABECK@COMMUNITYBANK.NET

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.

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

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.

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

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).

-Reports: You will have the ability to run reports anytime you wish, taking about 3 clicks in your online portal. These reports can be a 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 depending on service

myDeposit Fee ..... $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.

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**.

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,

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 presentment 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 reconcilement.

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.

HANCOCK WHITNEY

Quick Pay

GIVES YOU THE CAPABILITY TO ACCEPT ONLINE PAYMENTS

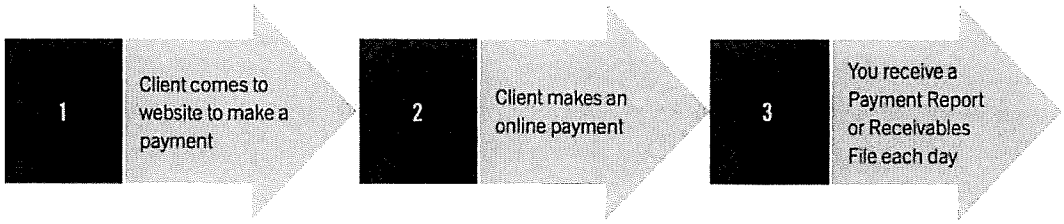
The demand for electronic payments increases each day. Did you know over half of Americans don't use or seldom use a checkbook? If you are a Gen Y or Gen X person (those under age 45), then you were raised in a digital, on-demand age. Your customers and employees have high expectations for electronic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

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.
- **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.

6/20

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

TREASURER DAVID McRAE

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**.

David McRae
Treasurer of the State of Mississippi

TheFirst FDIC
Just the Bank for You!
www.thefirstbank.com
1126 Jackson Ave.
Pascagoula, Mississippi 39567
228-762-4442

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

TREASURER
DAVID
McRAE

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.**

David McRae
Treasurer of the State of Mississippi

DID NOT ADDRESS:

BANK DRAFT & PROCESSING
FOR UTY PMTS & FEES

NO FEE SCHEDULE

ESTABLISHED 1896

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:

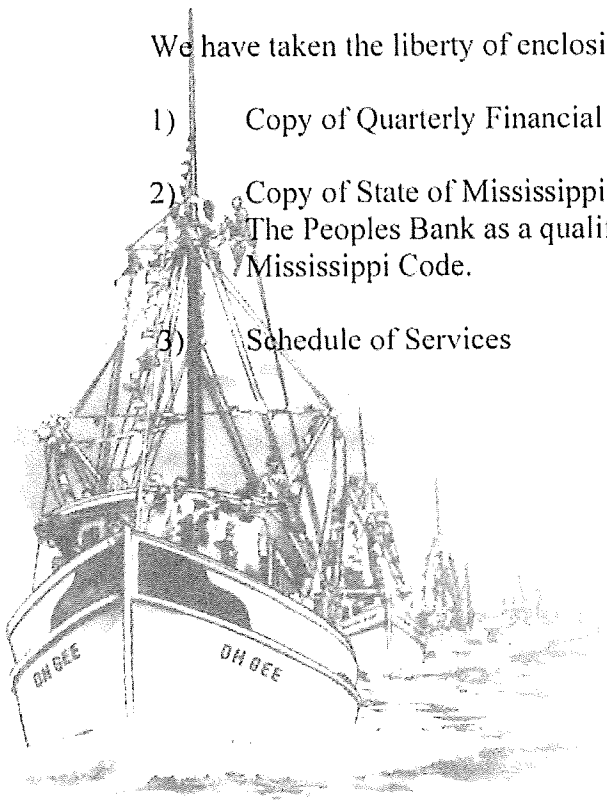
Please consider this letter as our bid proposal pursuant to Section 27-105-303, Section 27-105-305 and other applicable sections of the Mississippi Code.

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



ANNUAL BLESSING OF THE SHRIMP FLEET
A CEREMONY DATING BACK OVER 300 YEARS

WWW.THEPEOPLES.COM

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

TREASURER
DAVID
McRAE

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

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	$	3,087	$	3,273

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%

Councilman George made the motion to approve the request for the rezoning of property from PL Public Land to C-2 Community Commercial, as presented, located at 2510 College Circle, (GPC #24-27-RZ) (PID #82435010.075). 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:

ORDINANCE NUMBER 277-2024

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 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: August 20, 2024

Casey Vaughan, Mayor

ATTEST:

_____

Teresa Montgomery, City Clerk

Codification Instructions: Not Codified.

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

Revised 2/8/23

GAUTIER, MISSISSIPPI

PLANNING DEPARTMENT

PUBLIC HEARING APPLICATION

Public Hearing Number

24-27-RZ

TO 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 Morris

Name of Business: Southern oil Co. Phone: 601 270-8489

Property Address: 2510 College Cir. Mailing Address (if Different): 6933 Hwy 49 Hattiesburg, MS. 39402

E-Mail Address: tonytotastmail.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 Balus/SA

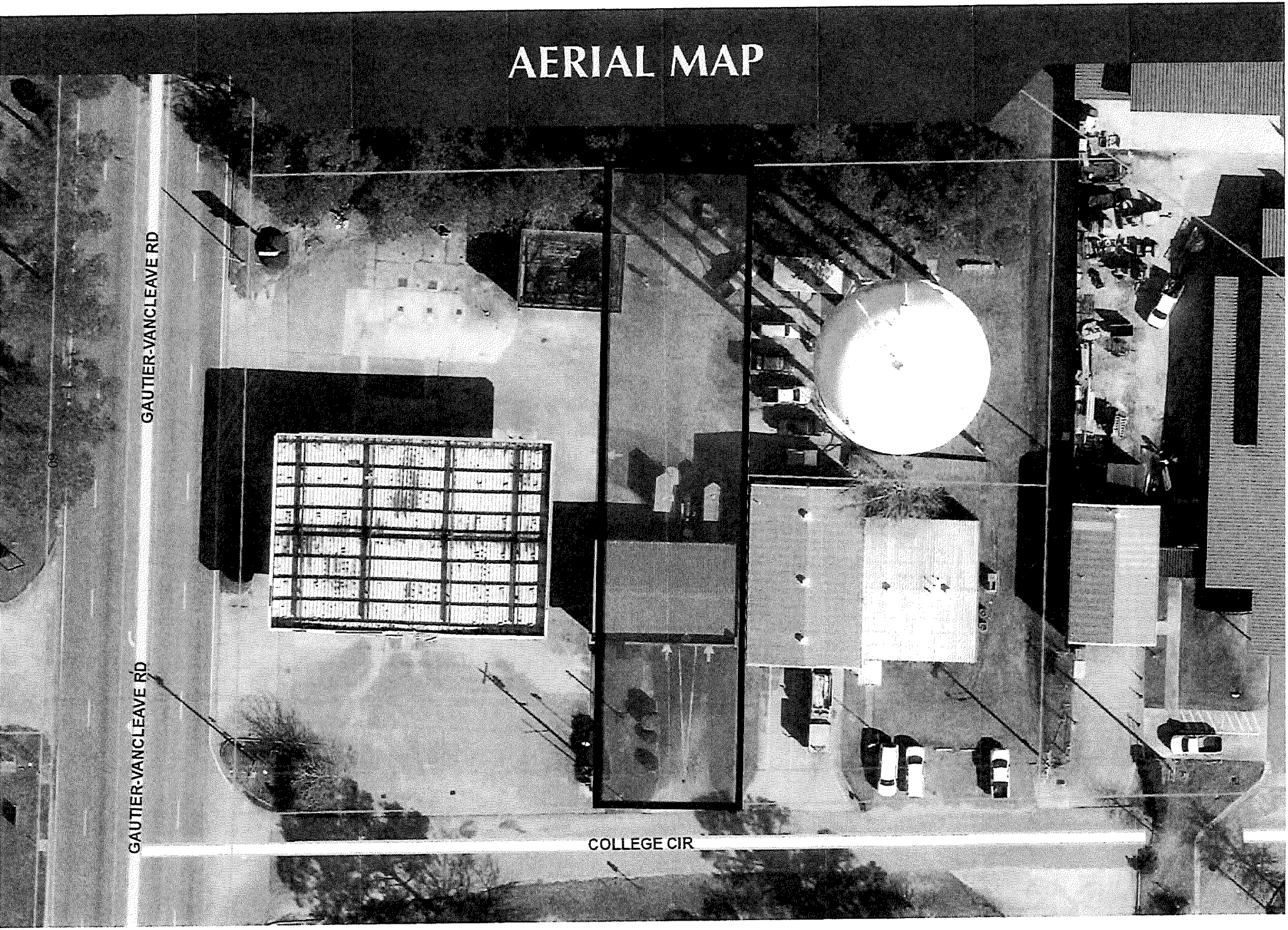
Fee Amount Received 301.00 Initials of Employee Receiving Application Balus

Aug 1

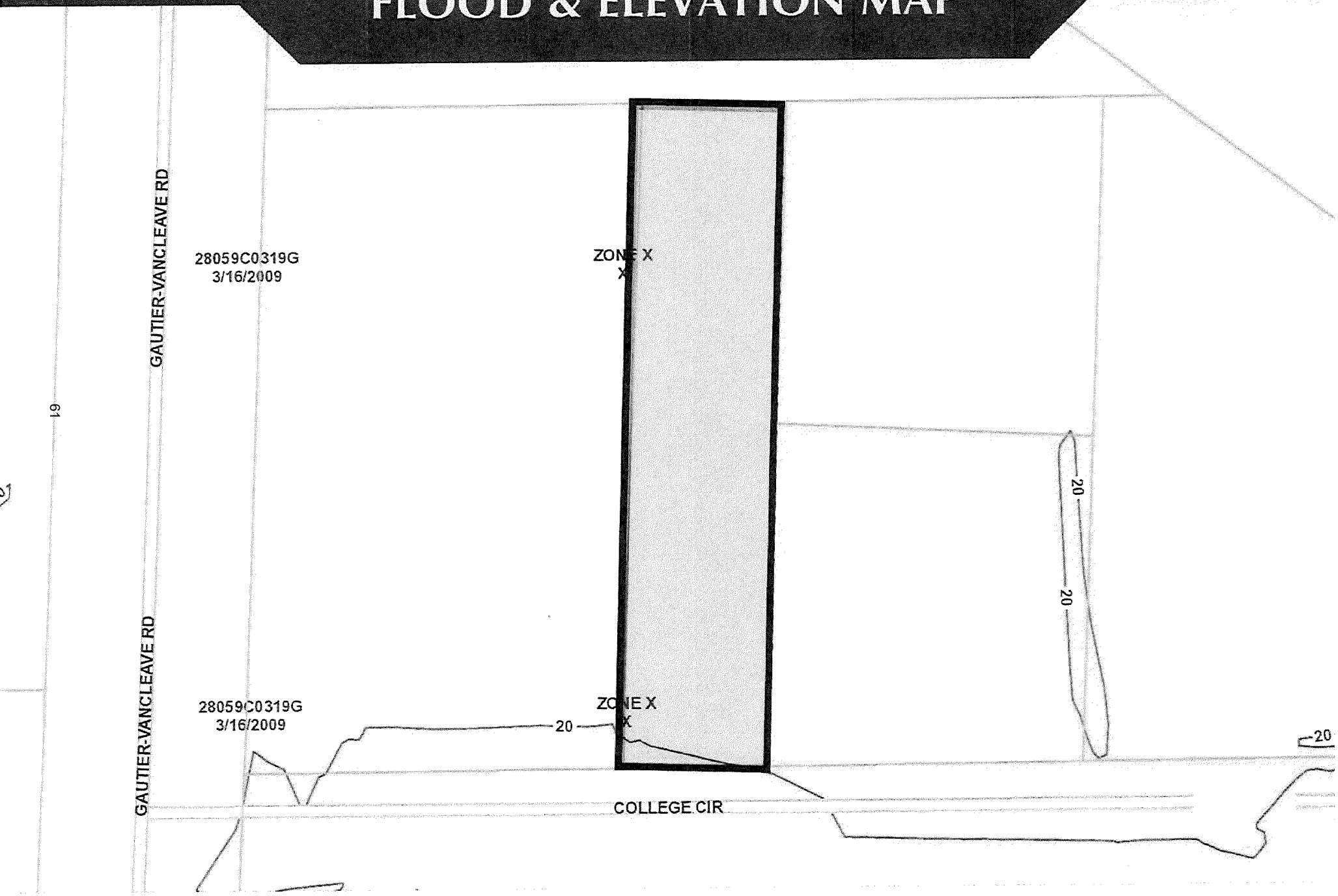
LOT MAP

340
130
50
109.91
83.92
90
60.09
82435010.060
82435010.075
82435010.070
82435272.000
200
200
110
200
82435010.071
116.08
110
82435010.060
82435010.075
82435010.071
82435272.000
130
50
110
GAUTIER-VANCLEAVE RD
GAUTIER-VANCLEAVE RD
COLLEGE CIR
82435273.000
82435271.000
59
100

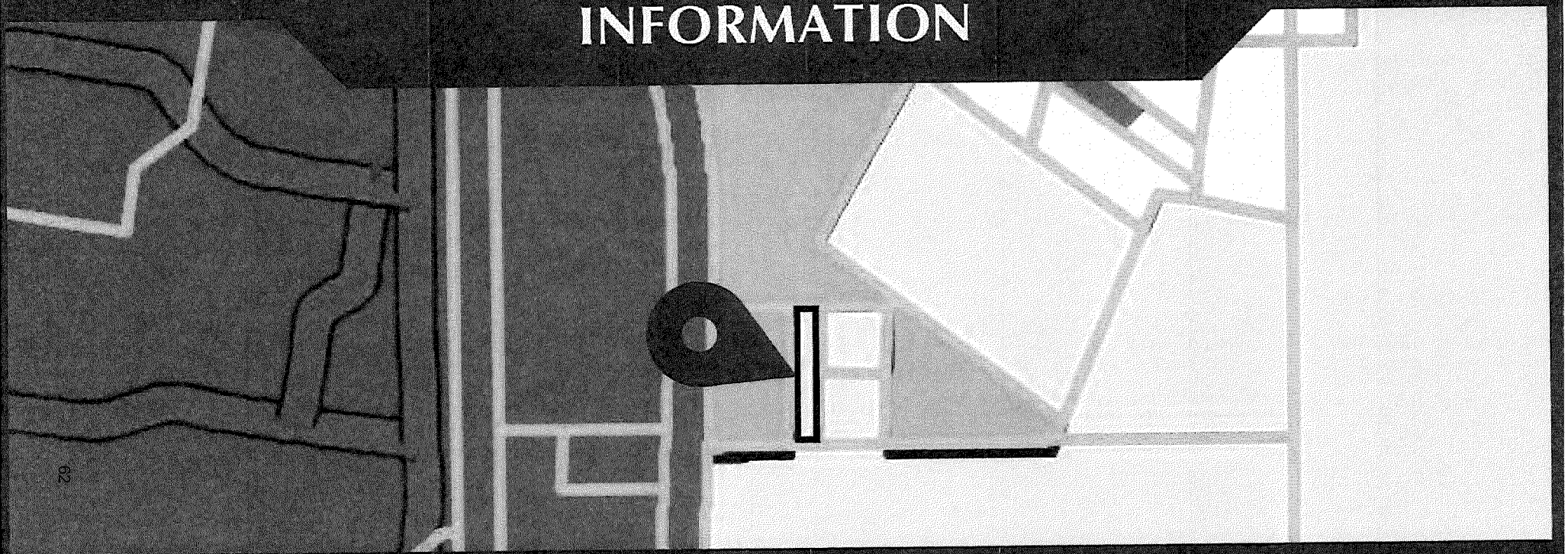
AERIAL MAP



FLOOD & ELEVATION MAP



ZONING INFORMATION

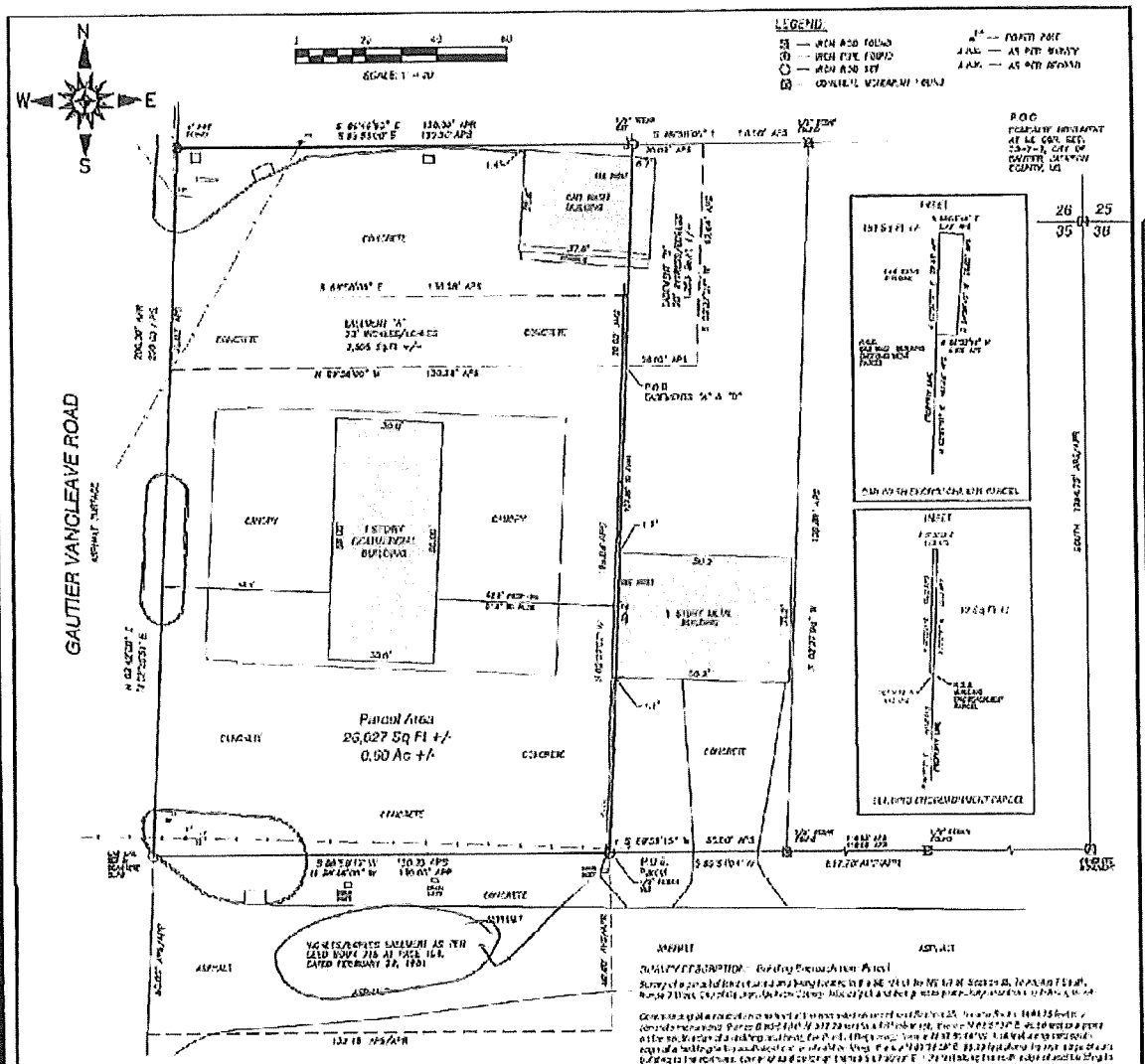


PUBLIC LANDS DISTRICT

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

SURVEY DESCRIPTION: Building Encroachment Parcel

SURVEY DESCRIPTION: Car Wash Enclosure Parcel

SURVEY DESCRIPTION: Easement "A" Parcel

SURVEY DESCRIPTION: Easement "B" Parcel

Note: The Survey Exhibit "B" was made at the request of Mr. Bill Wright of Gulfsouth Enterprises on the date of August 1, 2019

Note: Drawing is based on the precision of GPS observations and measurements.

Note: This survey does not indicate or verify by Seymour Engineering inc should be established such.

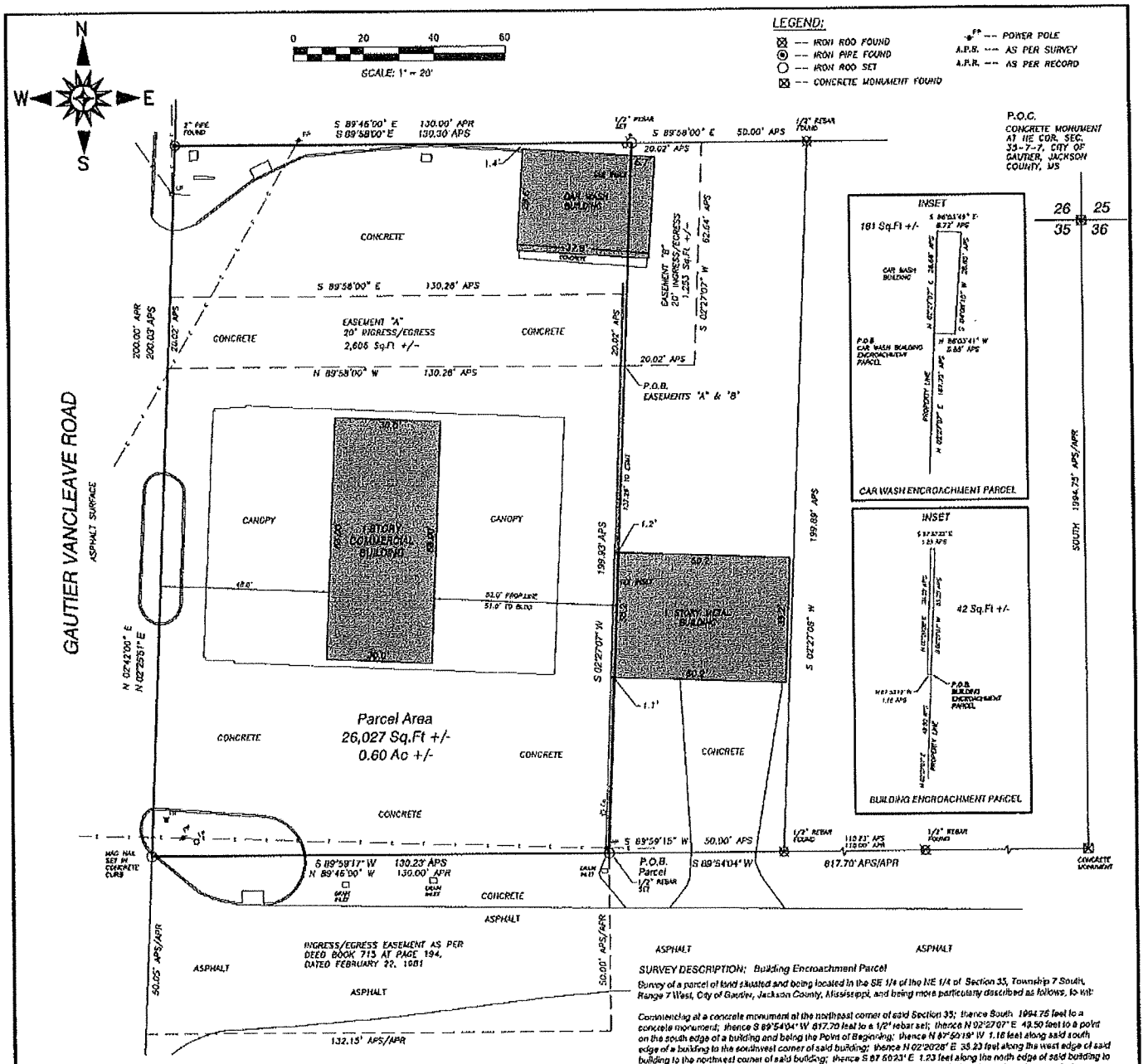
I hereby CERTIFY that this survey and the property description contained herein was made under my supervision and that it meets the minimum standards of practice for land surveying in the State of Mississippi.

Joseph C. Rouch Jr. PLS #5003
MS 10 2021
Joseph C. Rouch Jr. PLS #5003

SE

SEYMOUR ENGINEERING

Sheet Title: Boundary Survey



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 130.30 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 137.28 feet to the Point of Beginning; thence N 89°58'00" W 130.26 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 2,605 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 137.28 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 87°50'19" W 1.16 feet along said south edge of a building to the southwest corner of said building; thence N 02°20'28" 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 137.72 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 6.73 feet to the northeast corner of said car wash building; thence S 04°06'15" W 28.65 feet to the southeast corner of said car wash building; thence N 86°03'41" W 8.88 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 shown and delineated hereon; and that the measurements and other details are correct to the best of my knowledge and belief.

James C. Booth, Jr., P.L.S. #4666
May 10, 2021
July 6, 2021 (Building encroachment parcels)

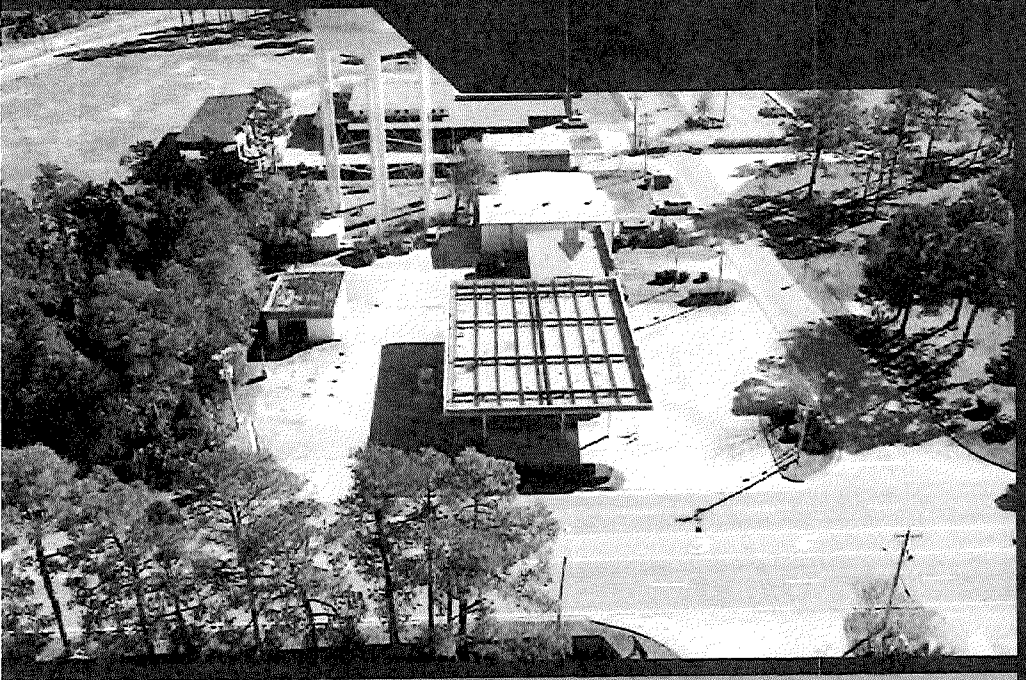
JAMES C. BOOTH, JR. LAND SURVEYOR P.L.S. #4666 STATE OF MISSISSIPPI

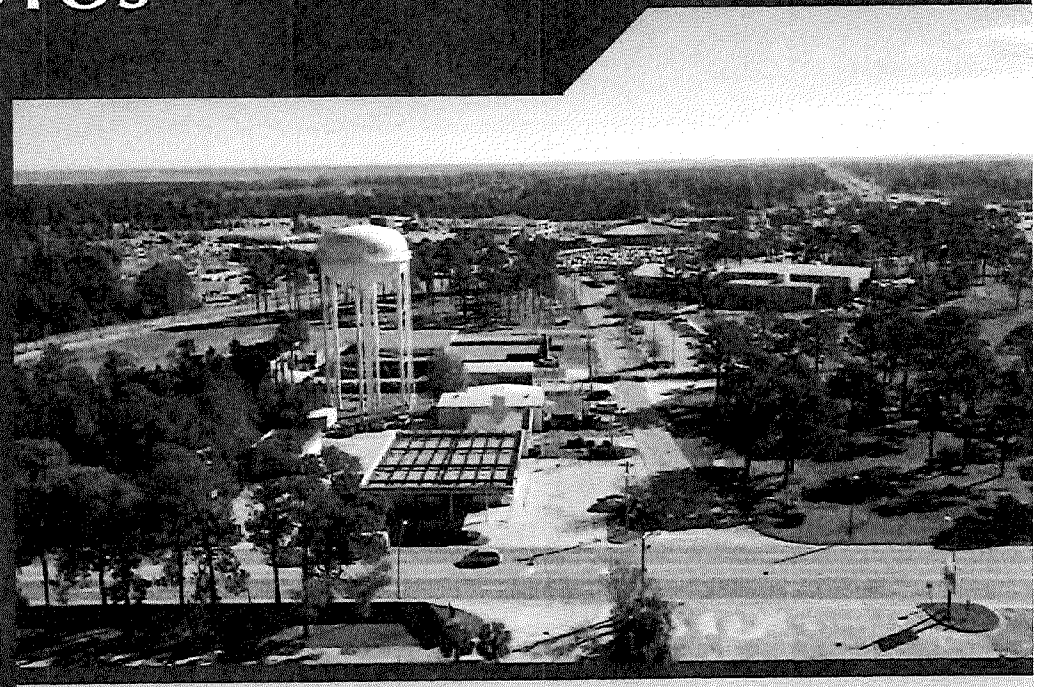
SE 521-10-069	SEYMOUR ENGINEERING PHONE: 228-385-2350 975 TOURNY HARBOR DRIVE, SUITE G BILOXI, MISSISSIPPI 39530 FAX: 228-385-2353	Project Name Southern Oil, Inc Mitchell Morris City of Gautier Jackson County Mississippi	Sheet Title Boundary Survey

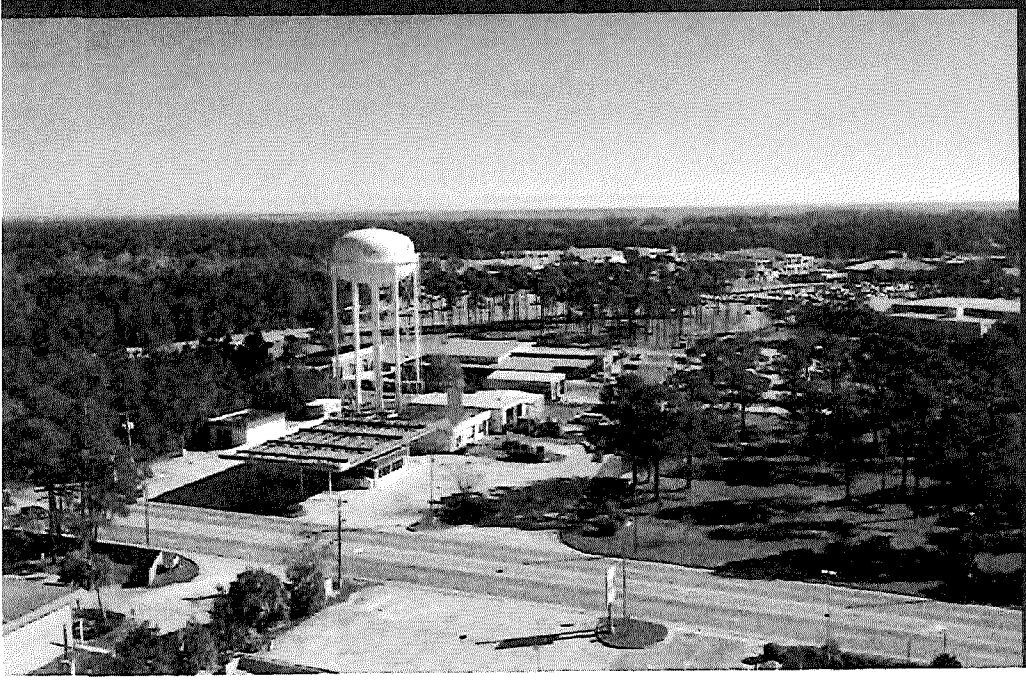
PHOTOS

PHOTOS

PHOTOS





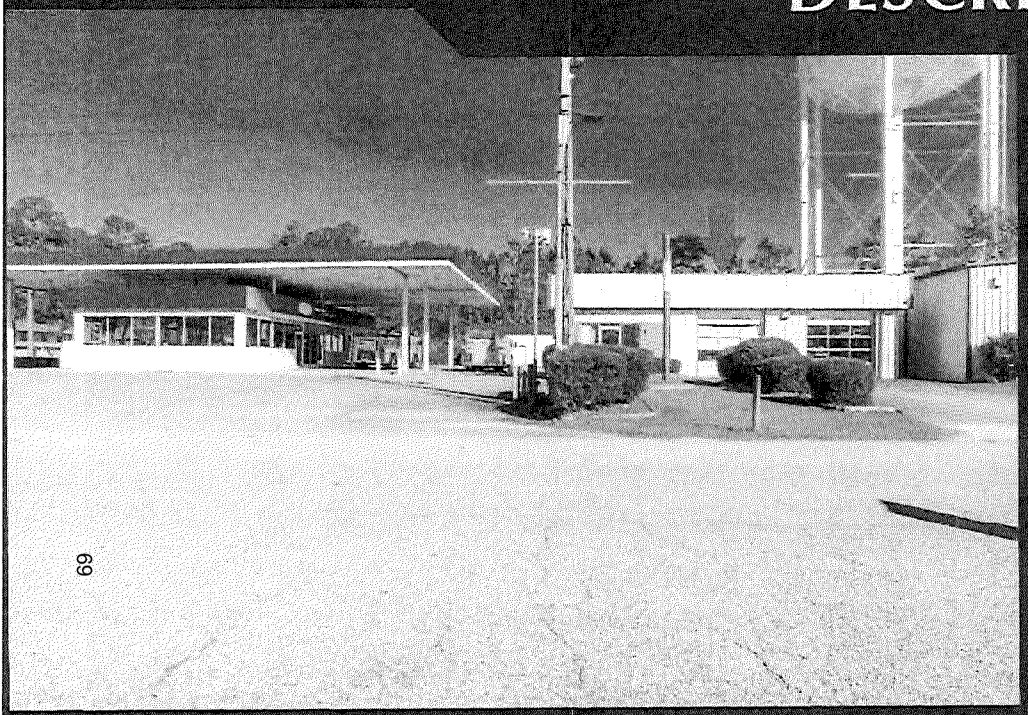


FOR SALE

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.

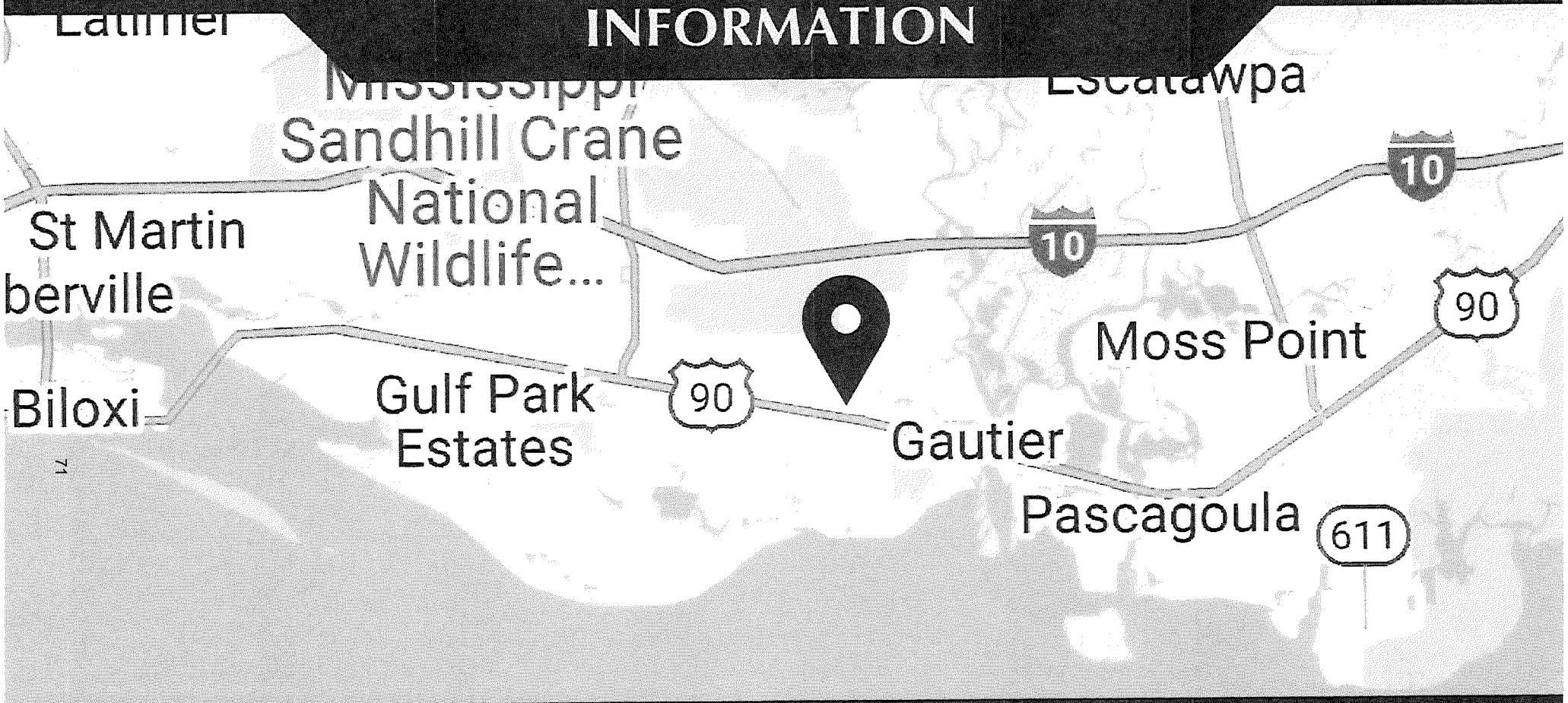
For more information contact us today!

PROPERTY INFORMATION

List Price:	150,000
Bathrooms Half:	1
Total Square Footage:	1,785 (Public Records)
List Price SF:	$84.03
Year Built:	1986 (Public Records)
Total Floors:	1
Approx Lot Size Acres:	0.23
Lot Size Dimensions:	50.0x233.0x50.0x233.0
Subdivision:	Metes And Bounds
County:	Jackson
Zoning:	Public Land District
N or S of CSX RR:	North
N or S of I-10:	South
New Construction:	No
Parcel #:	8-24-35-010.075
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)
	No
Association:	2022
Tax Year:	$1,876
Tax Annual Amount:	No
Leasehold Y/N:	No
Flood Insurance Required:	No

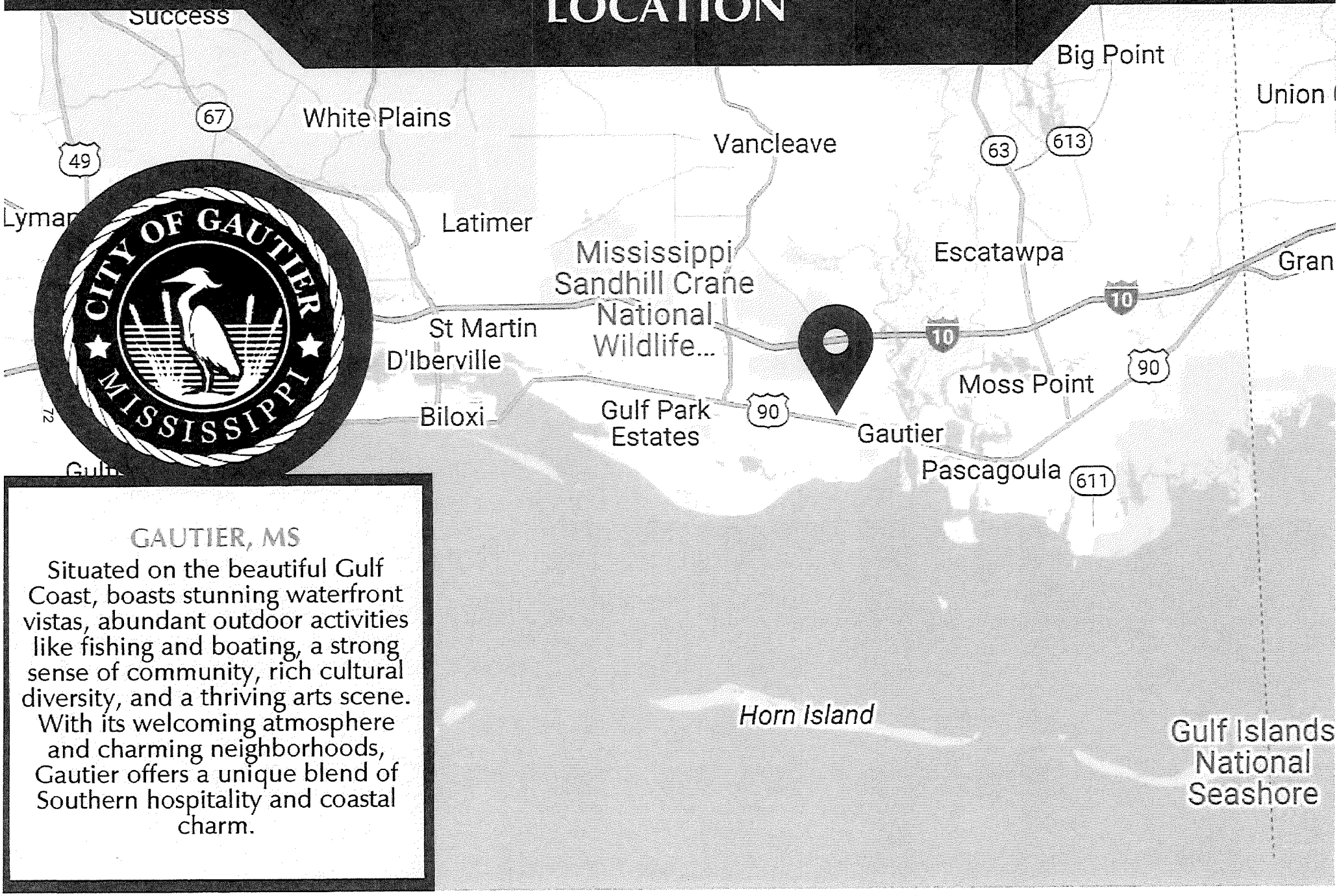
Commercial Features:	Employee Restrooms
Levels:	One
Square Footage Description:	Ofc. Bldg Up to 2500 SF
Foundation Details:	Slab
Heating:	Central; Electric
Cooling:	Central Air; Electric
Sewer:	Public
Water Source:	Public
Price Includes:	Building and Land
Possible Use:	Service Station/ Repair; Other
Exterior Construction/ Siding:	Aluminum Siding; Steel Siding
Approx Age Code:	Older 25+ Years
Parking Features:	On Site
Additional Transportation:	City Street; Paved
Location:	Central Business District; City Street; Interstate Exchange
Lot Features:	Level
Sale Options:	Will Not Divide
Listing Terms:	Conventional
Available Documents:	Survey

PROPERTY INFORMATION



ZONE	PRICE	LOCATION	LOT SIZE
PUBLIC LANDS DISTRICT	$150,000	GAUTIER, MS	0.23 ACRES

LOCATION

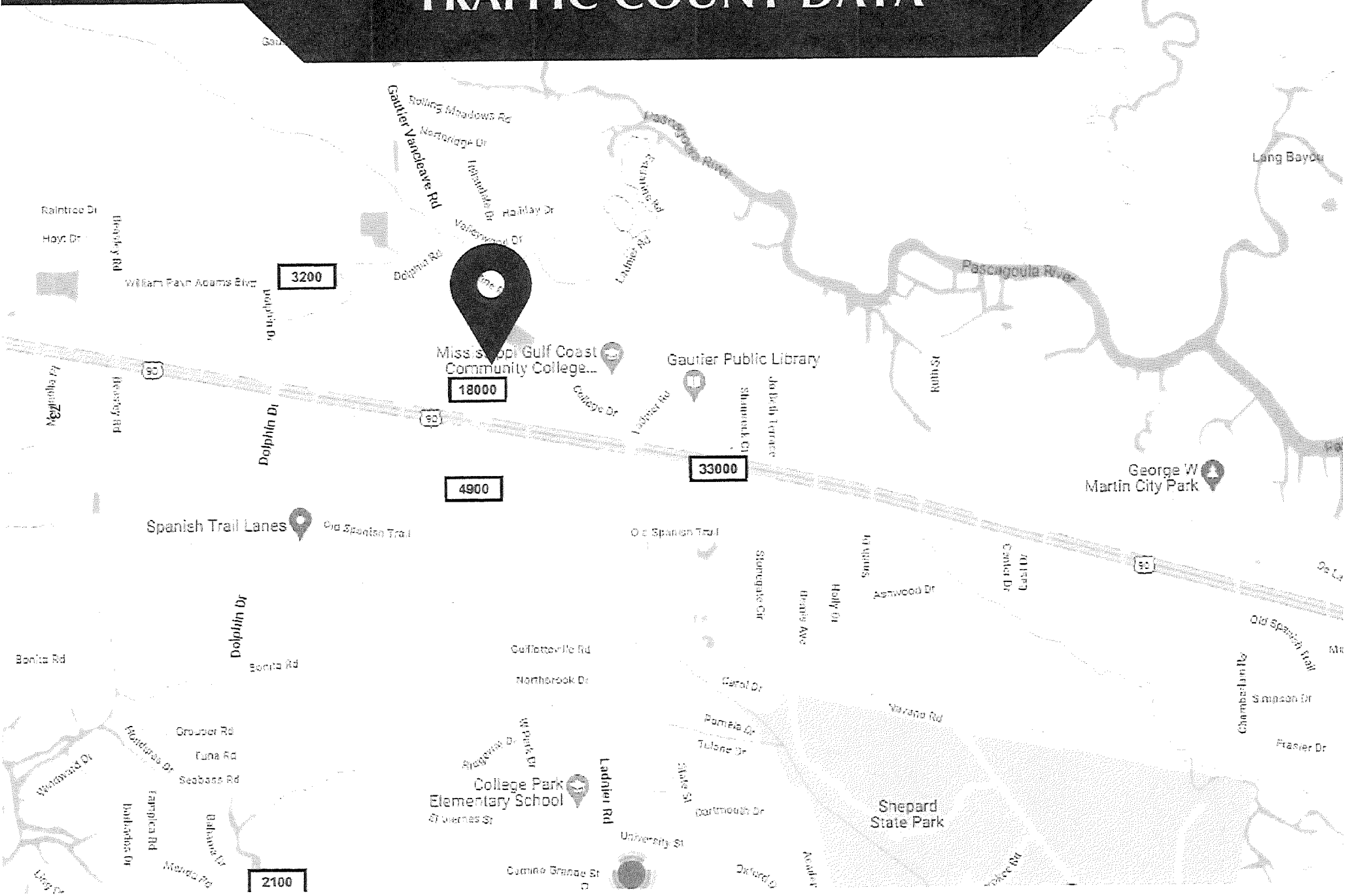


CITY OF GAUTIER MISSISSIPPI

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 VANCLEAVE RD GAUTIER~~ 2510 College Circle

Land Information

Section: 35 Acreage: 0.23

Township: 7

Range: 7

Street Name GAUTIER VANCLEAVE RD

Value and Tax Information

Total Assessed Value: 13046 Total Appraised Value: 86970

Improvement Value: 64430 Land Value: 22540

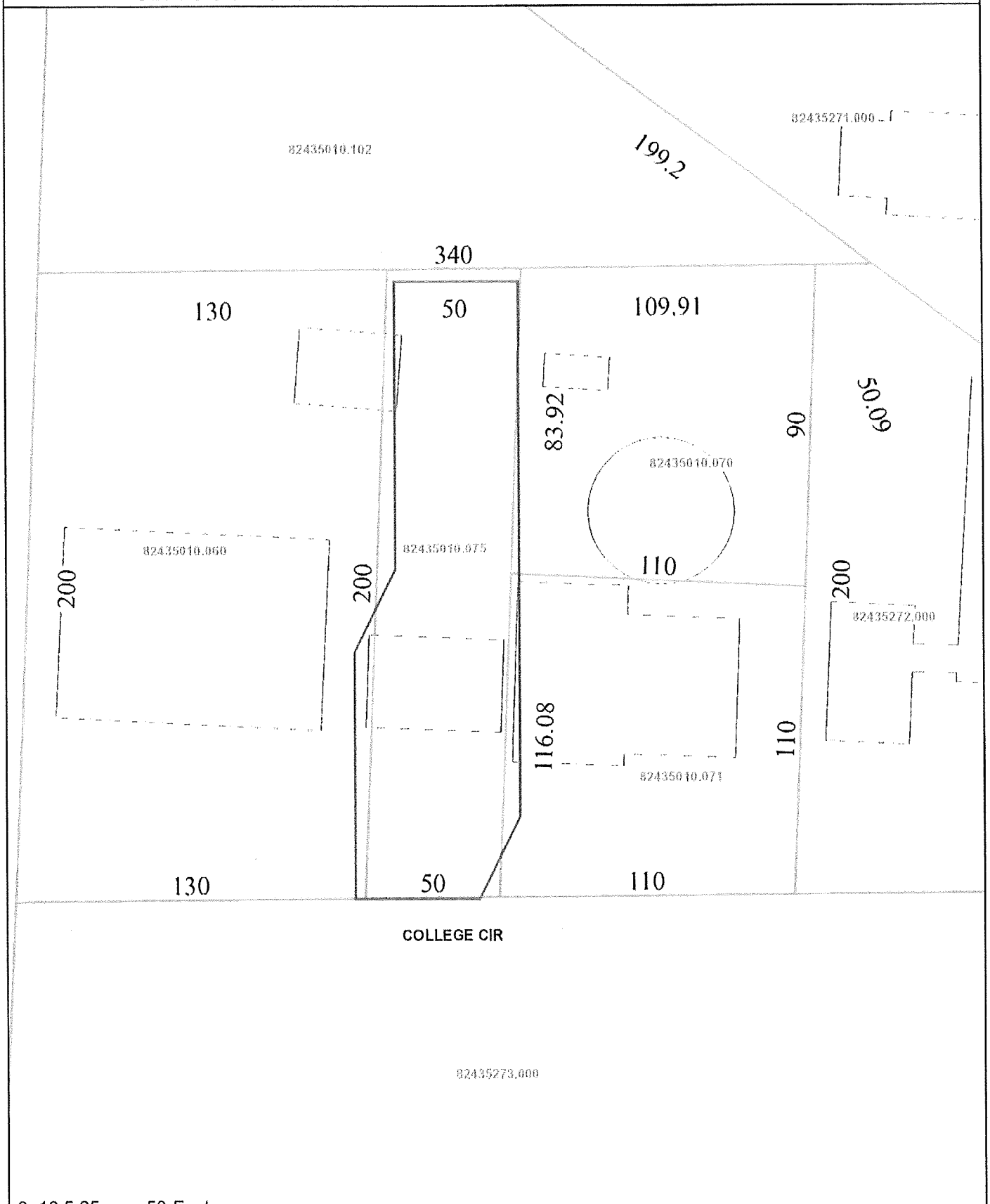
Tax Amount: 1875 SQ FT: 1785 Year Built: 1986

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)

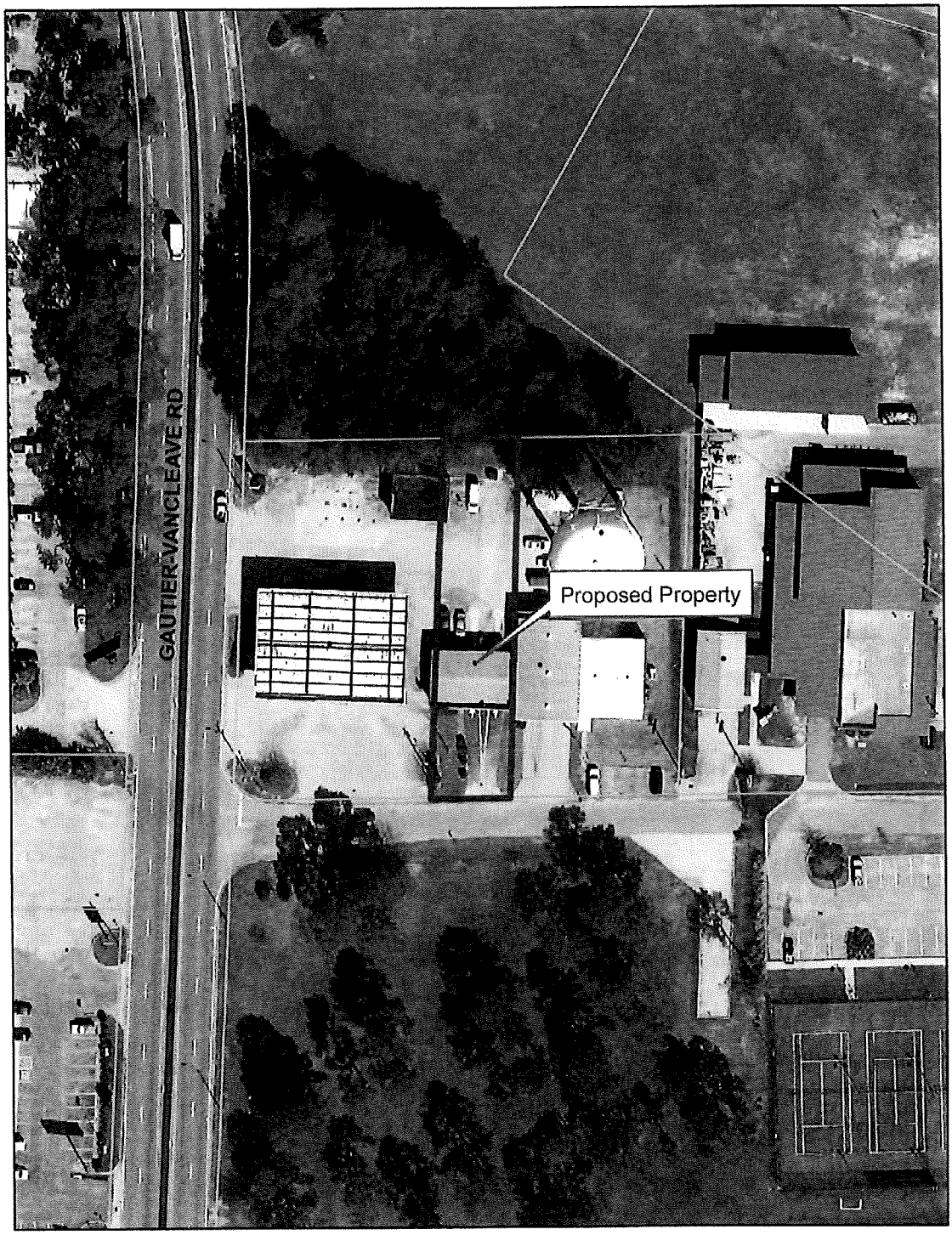
Deed Book / Page: 1297 / 827

82435010.075 SOUTHERN OIL COMPANY INC



https://webmap.co.jackson.ms.us/ 7/15/2024

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

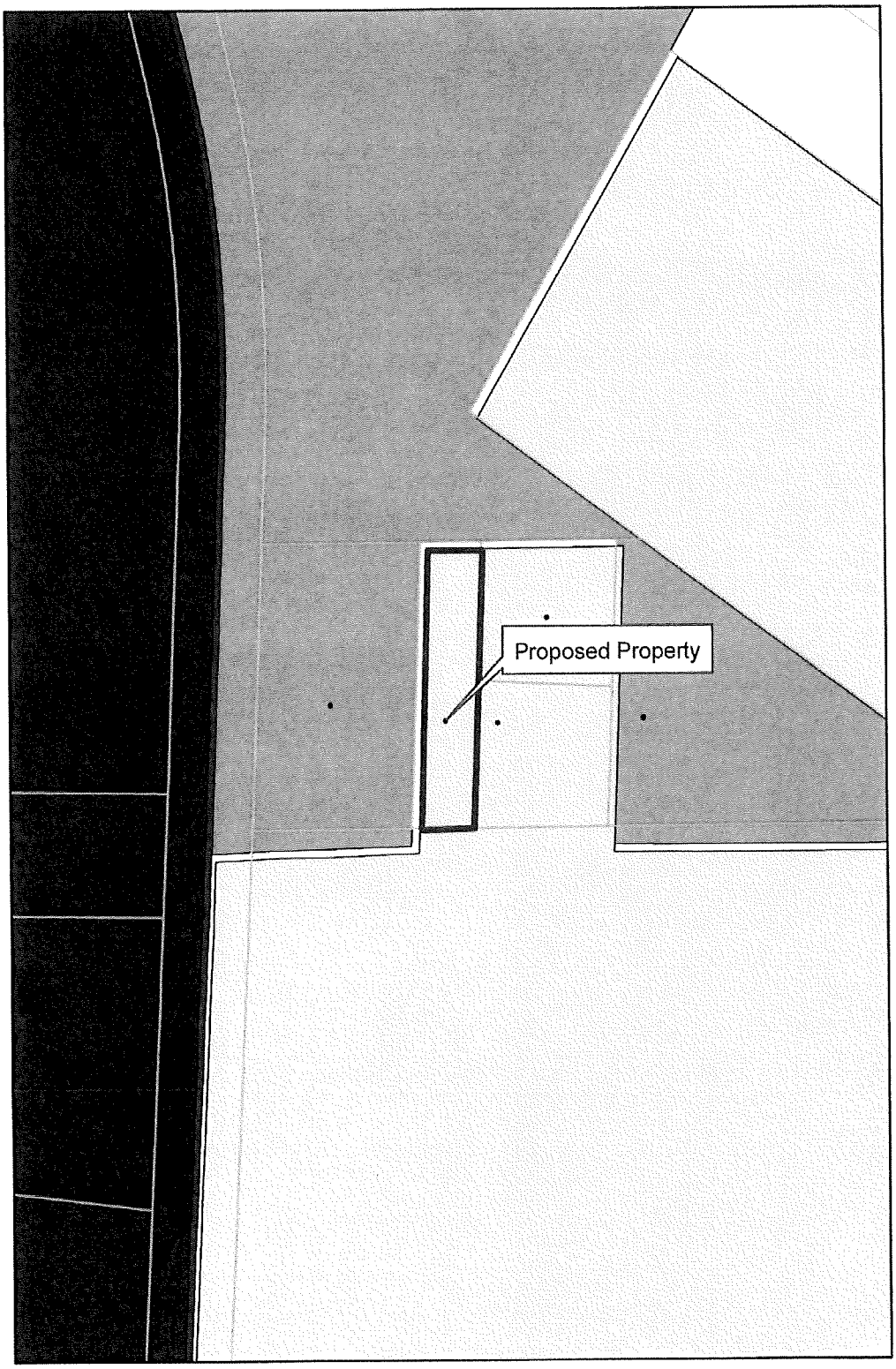
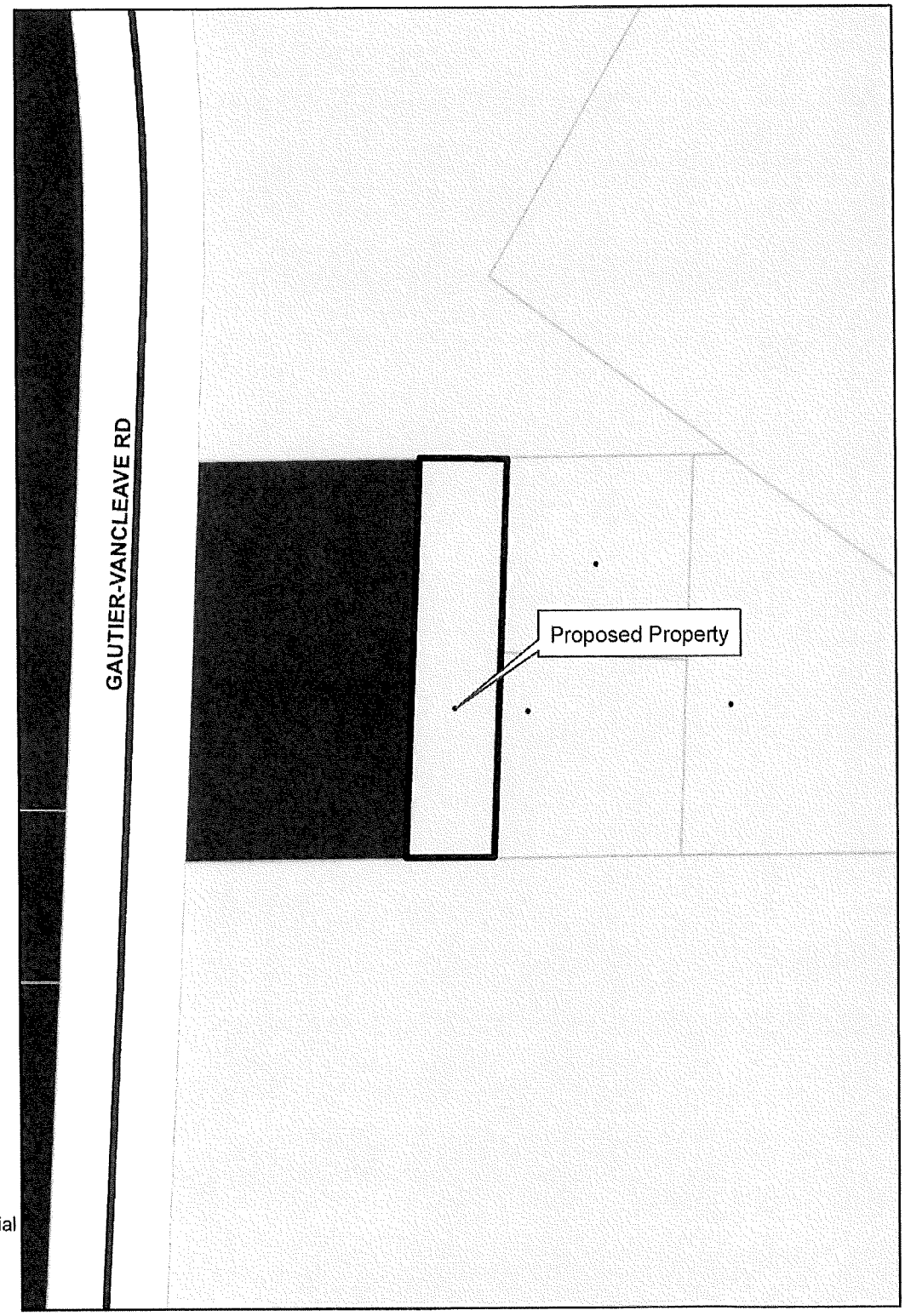


Exhibit C
Existing Land-Use

Prepared by:

City of Gautier
Planning Department



Legend

EXISTING LAND USE

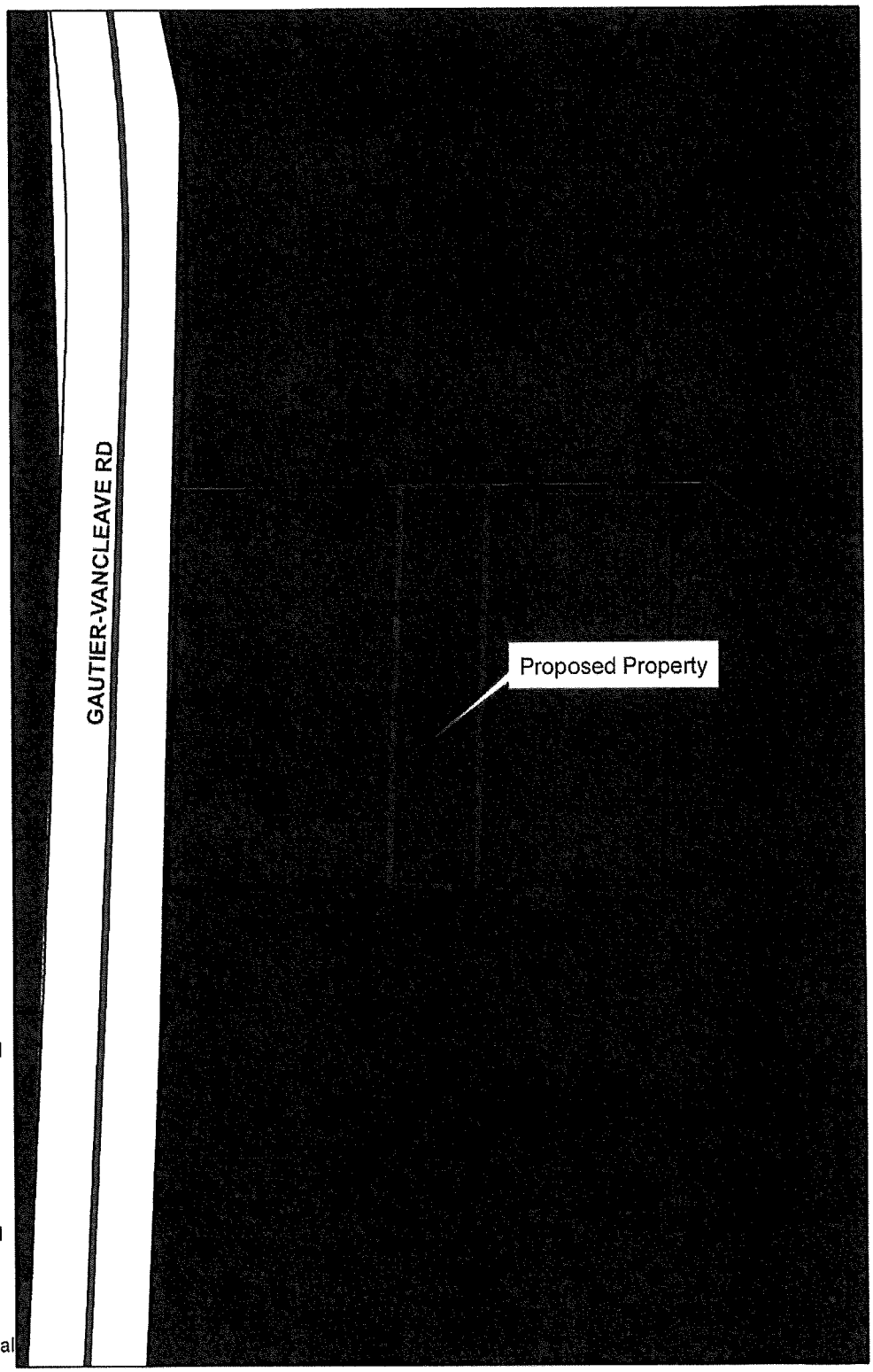
ELU_08

- 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 Elbin made the motion to approve the 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, as presented, located at 1216 Grandview Drive, (GPC #24-28-VAR) (PID #85937028.0000). Councilman Anderson 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 625-2024

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____

CITY CLERK

Passed and Adopted by 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.

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(b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
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(3) that the use to be authorized by the variance will not alter the essential character of the locality.

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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

GAUTIER, MISSISSIPPI

PLANNING DEPARTMENT

PUBLIC HEARING APPLICATION

Public Hearing Number

24-28-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: Charles "Vance" Cochran

Name of Business: _____ Phone: 228-217-9629

Property Address: 1216 Grandview Dr Mailing Address (if Different): _____

E-Mail Address: vancecochran@gmail.com

Reason 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 6-25/24 Verify as Complete Balu/SA

Fee Amount Received 176.00 Initials of Employee Receiving Application Balu

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.

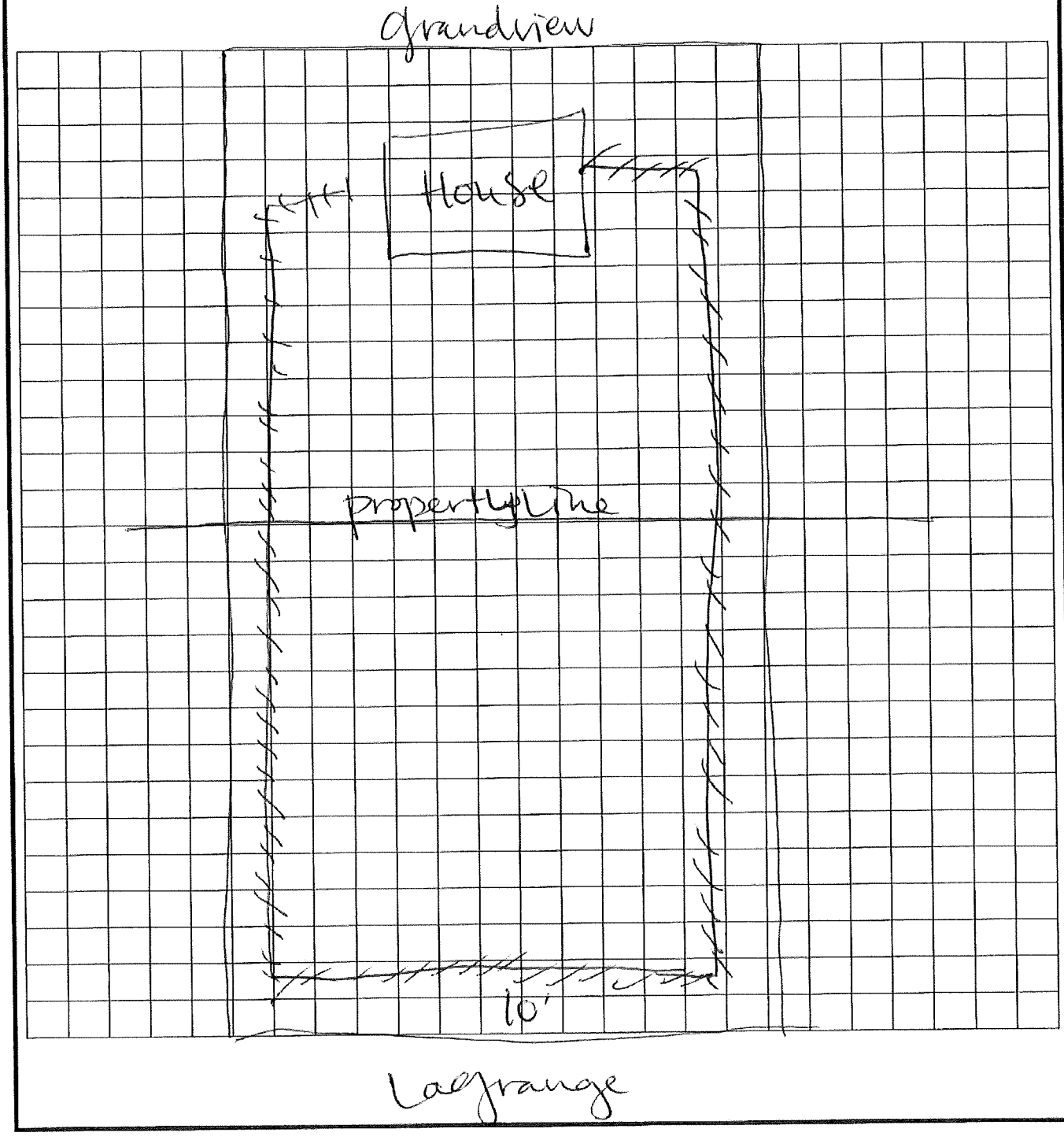
4. Will the granting of the Variance requested confer upon you any special privilege that is denied by this Ordinance to other similar sites (lots or parcels), structures or buildings in the same district? Explain.

   No

NARRATIVE

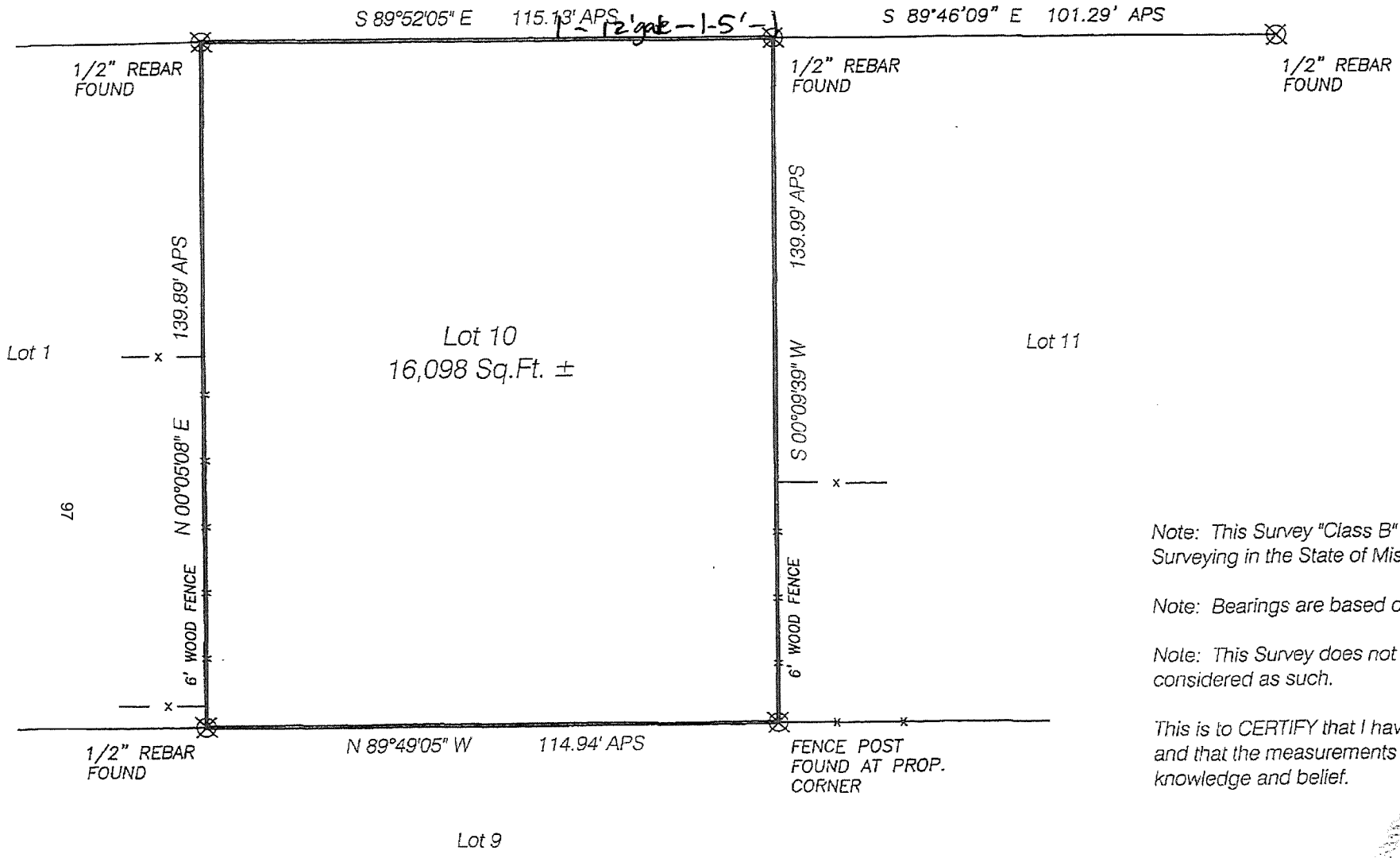
I, Vance Cochran, own the property that is 1216 Grandview. I also own the property to the rear of my home, Lot 10 Block 4 Martin Bluff Subdivision. This lot is an extension of my backyard. I want to erect a fence around my entire property. There is a precendence of other lots on Lagrange (northside) 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



LAGRANGE DRIVE Lagrange Drive City of Gautier, Jackson County

ASPHALT SURFACE 40' R/W



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

Note: Bearings are based on Geodetic by GPS obse

Note: This Survey does not reflect a title search by S
considered as such.

This is to CERTIFY that I have surveyed the property
and that the measurements and other data indicated
knowledge and belief.

James C. Booth, Jr., P.L.S. #2666
April 23, 2019

REFERENCES:

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

SEYMOUR ENGINEER

935 TOMMY MUNRO DRIVE SUITE G PHONE:

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 &

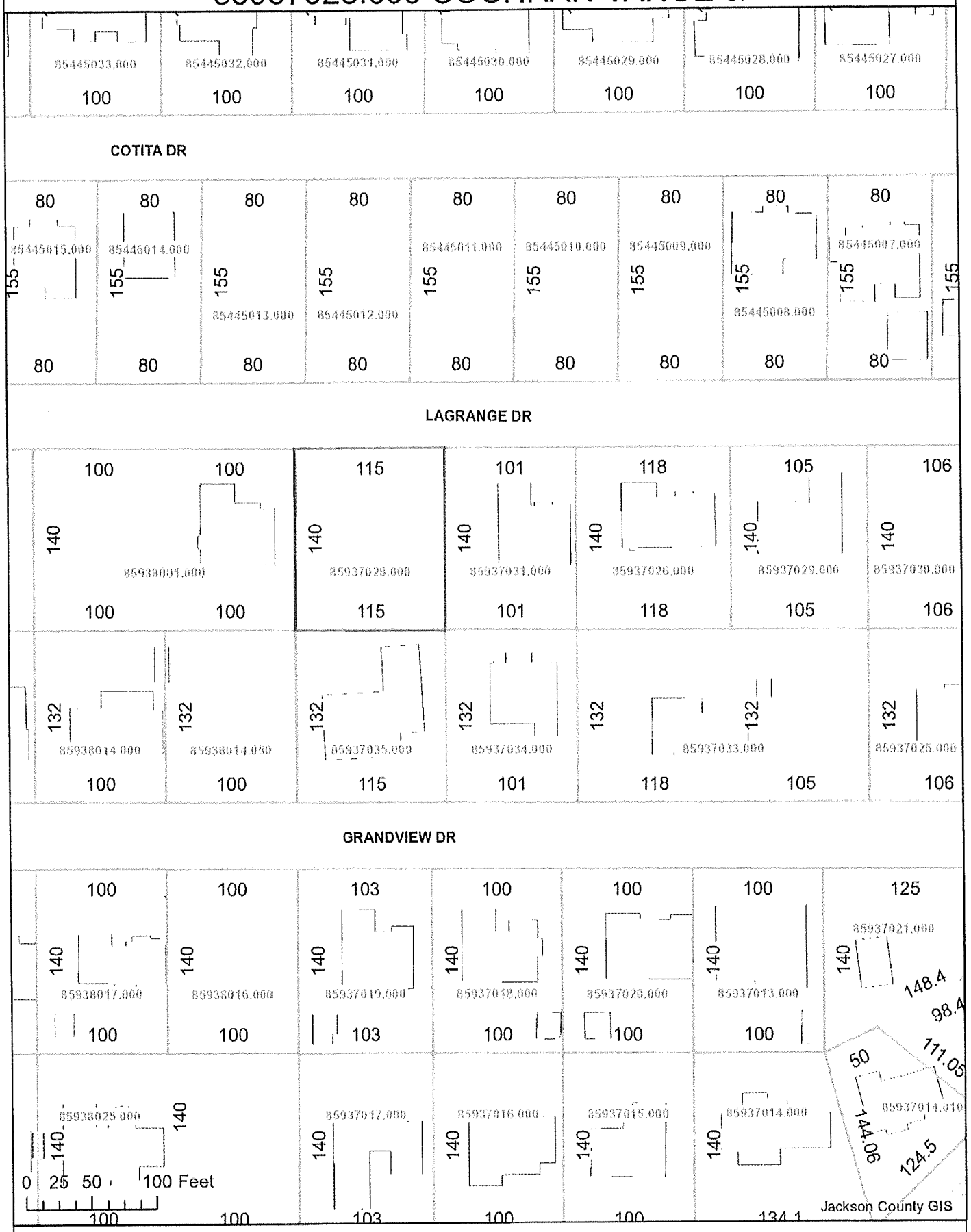
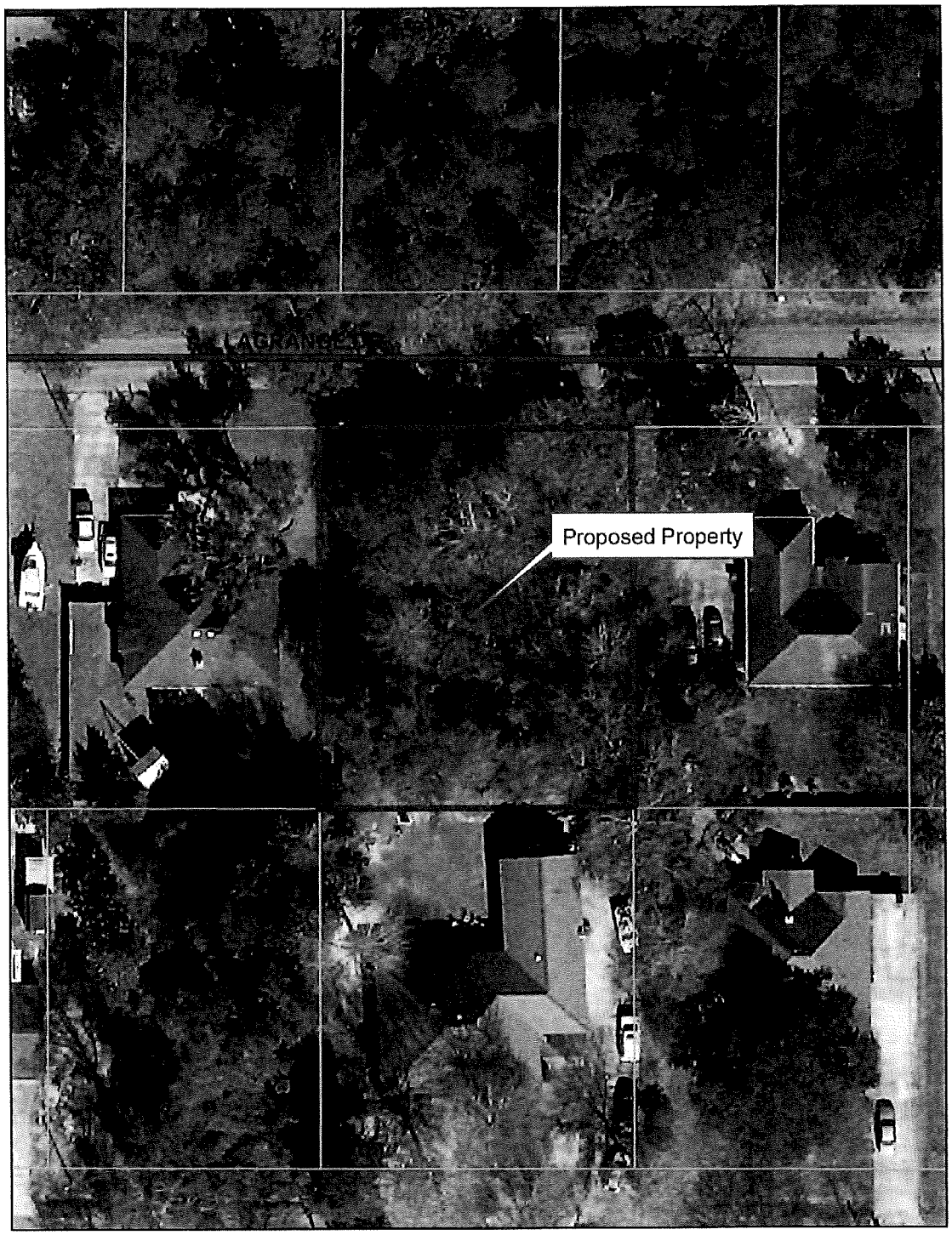


Exhibit A
Location Map



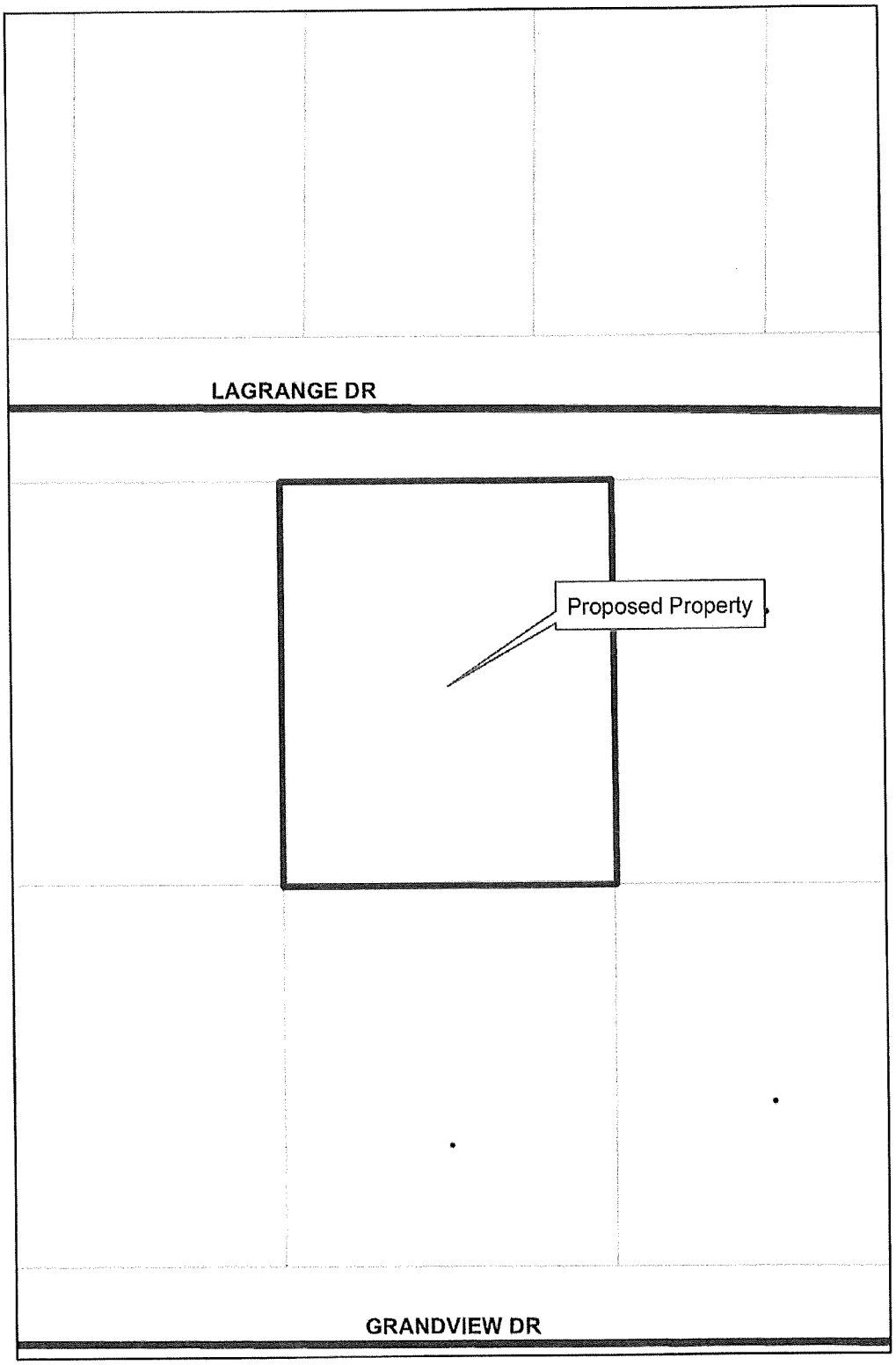
Prepared by:

City of Gautier
Planning Department

Exhibit B
Existing Zoning

Prepared by:

City of Gautier
Planning Department



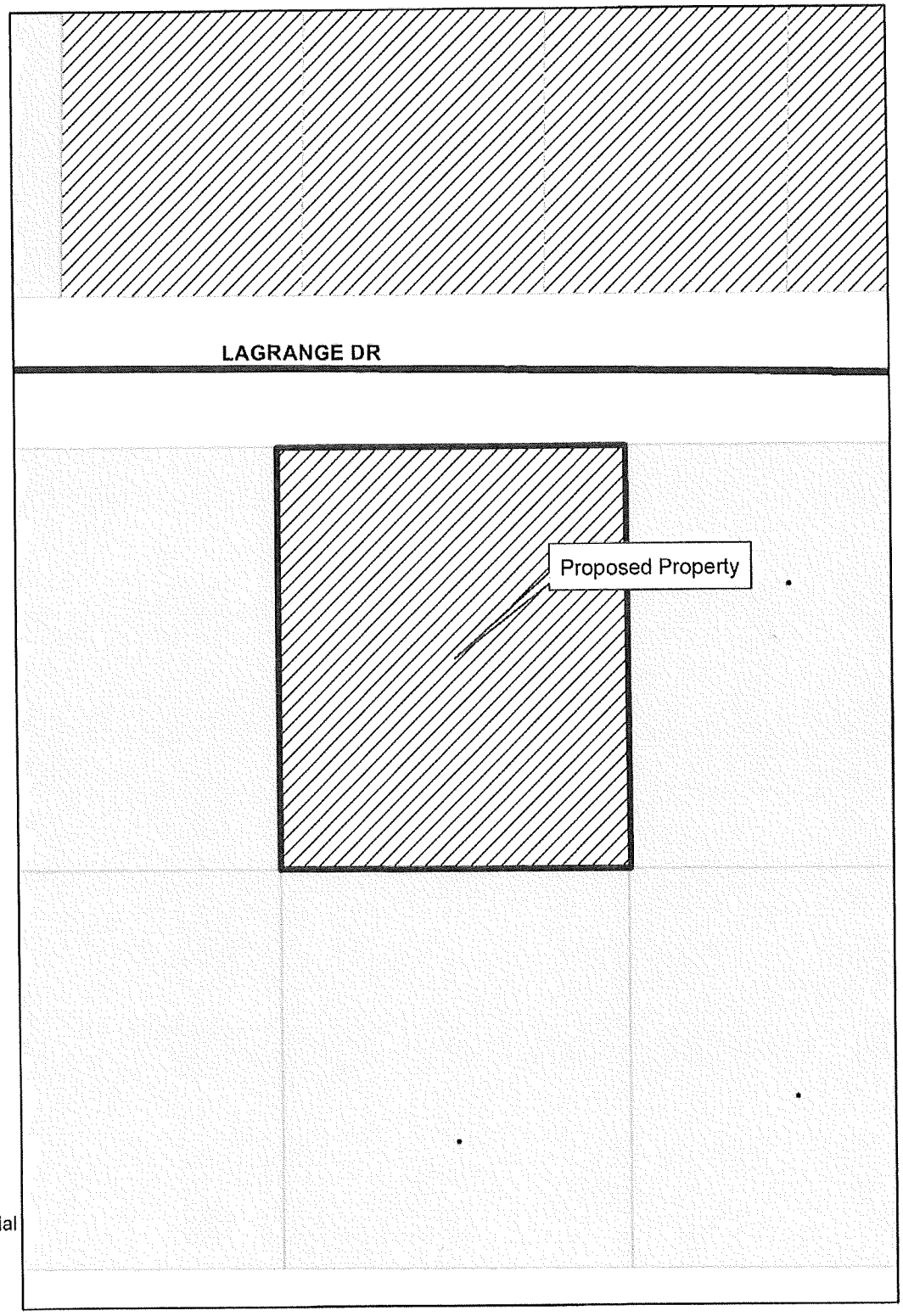
Legend

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

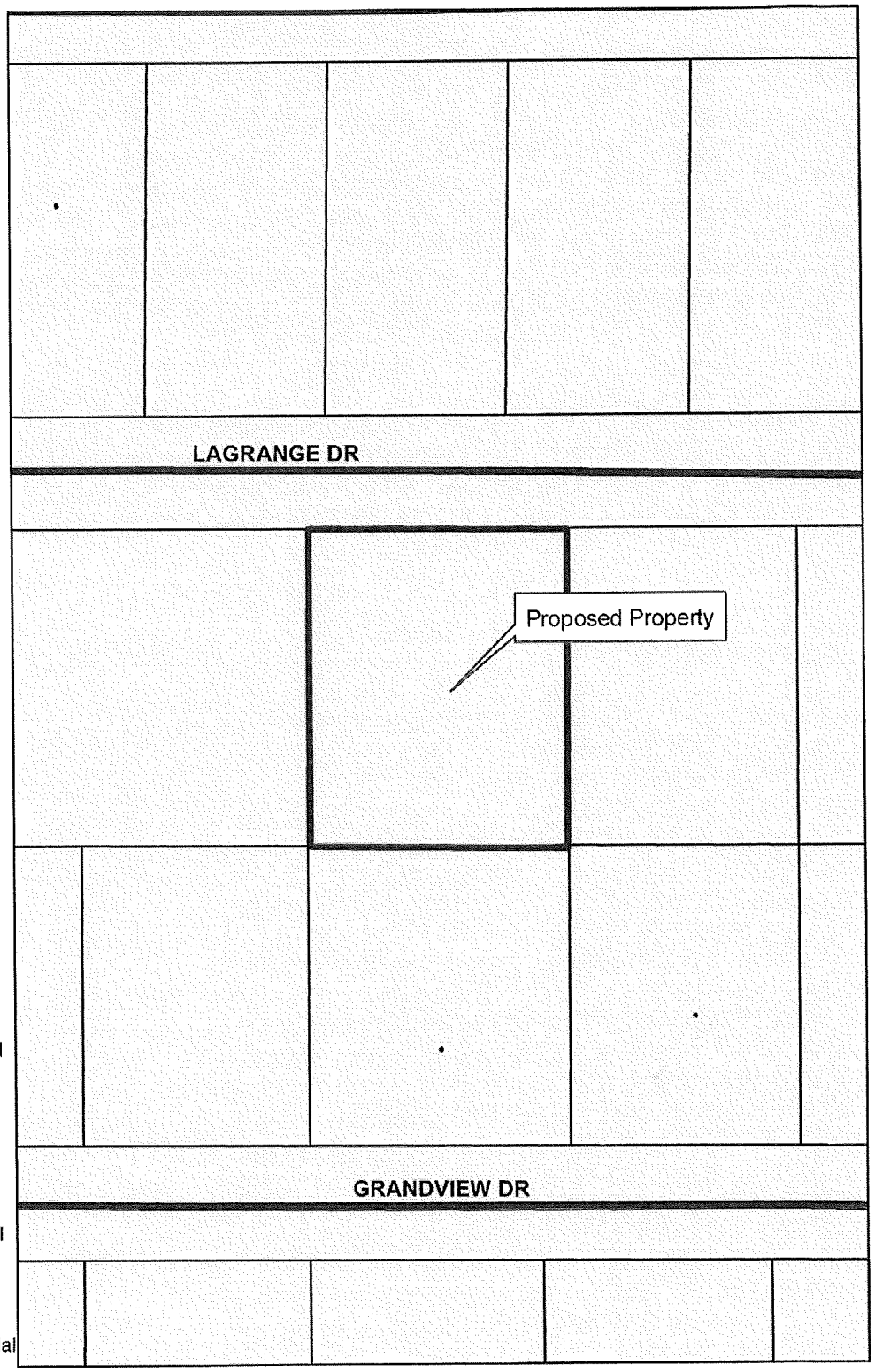
ELU_08

- 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

Councilman Colledge made the motion to accept the Planning Commission's recommendation and approve the request for a Special Exception that would allow an accessory structure to be located on a lot without a primary structure, with the stipulation that the property owner makes the necessary changes as provided by the Planning Commission, 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). 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 626-2024 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 WIHTOUT 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 be in harmony with the purpose and intent of the Unified Development Ordinance; and will not be injurious to the neighborhood or the general welfare; and

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

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

IT IS THEREFORE ORDERED that the Mayor and City Council accepts the recommendation of the Planning Commission and approves the application submitted by 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 **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 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-SE

TYPE OF REQUEST:	FEE:
Special Exception _____	$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 Receiving Application Bals

OWNERS CONSENT AND DESIGNATION OF AGENT – CONDITIONAL USE

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

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

hereby petition to the City of Gautier to *Grant a* ~~Conditional Use Major~~ Special Exception *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, 20 24 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)

STATE OF MISSISSIPPI
TERESA TERRY
NOTARY PUBLIC
Jasper County
Commission Expires
June 24, 2028
COMMISSION NUMBER 90017

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

(Notary's Seal)

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

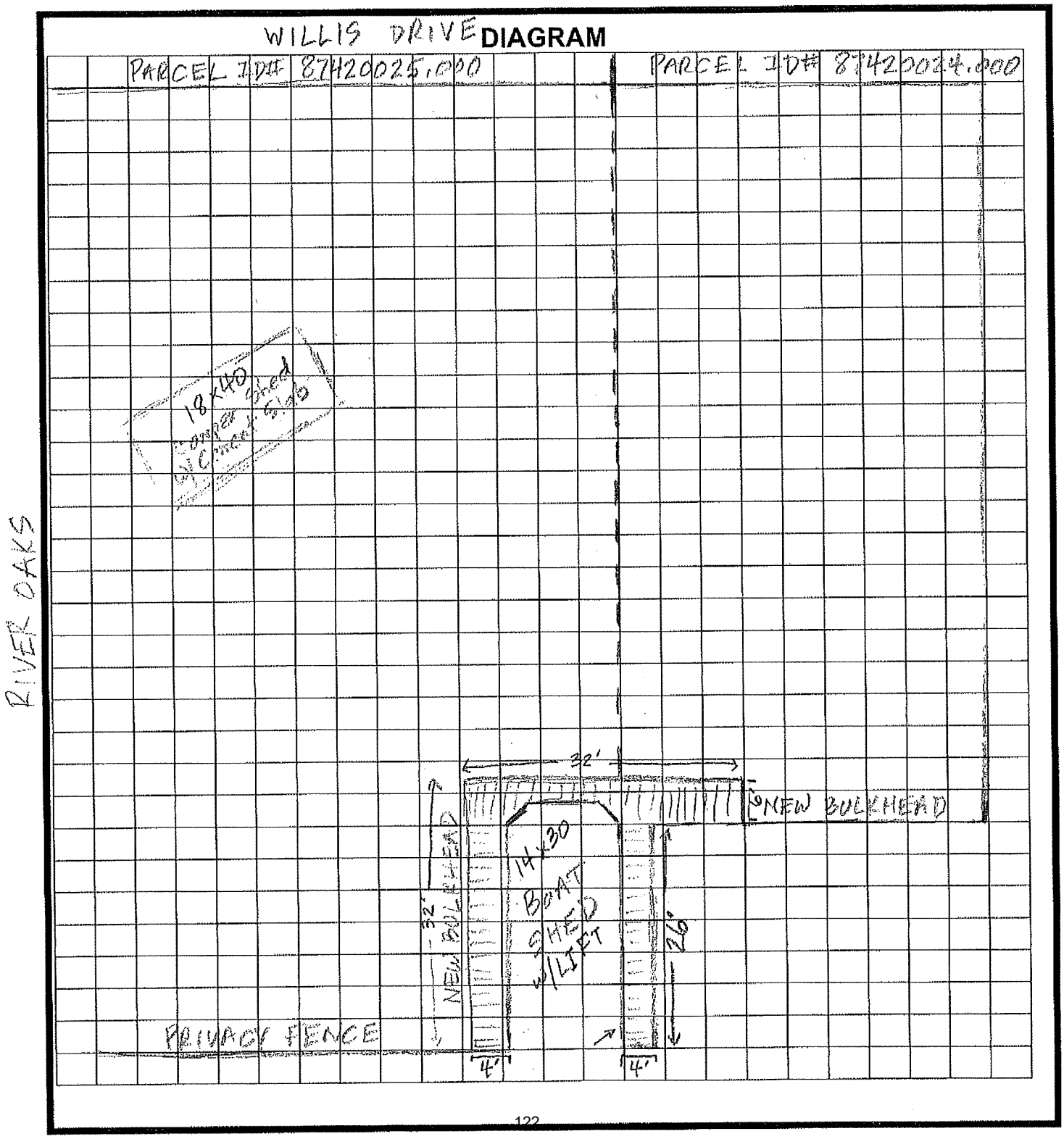
B. Explain how the requested Special Exception will be in harmony with the purpose and intent of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare? It will not be injurious to the neighborhood because there are other boathouses and 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 buid 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
RECORDING FEE: $14.00
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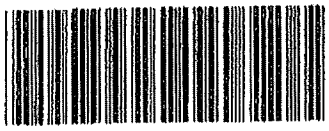

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Prepared by:
William R. Ruffin
Attorney at Law
Post Office Box 565
Bay Springs, MS 39422
(601) 764-4555
MS State Bar #5724

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

HILDA R. LACY

BY: **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.

NOTARY PUBLIC

My Commission Expires:

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:

STATE OF MISSISSIPPI
WILLIAM R. RUFFIN
ID NO. 9417
Commission Expires
01/10/2020
NOTARY PUBLIC
JASPER COUNTY

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

Kathleen Louise Roberti McDaniel
Kathleen Louise Roberti McDaniel
Individually

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

Carolyn Ann Roberti Belton
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.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 50056 CELESTE LAWS Commission Expires Aug. 20, 2017 JACKSON COUNTY

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.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 50056 CELESTE LAWS Commission Expires Aug. 20, 2017 JACKSON COUNTY

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.

NOTARY PUBLIC

My Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC
RAVEN C. CORDLE
My Commission Expires
January 3, 2018

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 executed the above and foregoing Warranty Deed.

R.C. Cordle
NOTARY PUBLIC

My Commission Expires:

STATE OF ALABAMA NOTARY PUBLIC
RAVEN C. CORDLE
My Commission Expires
January 3, 2018

5

200739497 5 PGS

OFFICIAL RECORDS JACKSON COUNTY
Terry Miller
CHANCERY CLERK
RECORDING FEE: $15.00
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12/26/2007 03:26 PM 5 PGS
DGRAY,DC Rept#021883

The space above is reserved for Recordation

Return Document to:
Reznick Mississippi LLC
Post Office Box 66
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
3218 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").

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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," "rebuilt," 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.

06H6031060, PAUL D ROBERTI TRUSTEE

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, 20 07

HOMEOWNER: PAUL D ROBERTI TRUSTEE	CO-HOMEOWNER 1:
Print Name: Paul D. Roberti Trustee	Print Name:
Signature: Paul D Roberti	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, 20 07 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

SEAL

My commission expires:

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

04R0031060, PAUL D ROBERTI TRUSTEE

23

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

SEAL

My commission expires:

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

06HB031060, PAUL D ROBERTI TRUSTEE

24

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.

DSH6031080, PAUL D ROBERTI TRUSTEE

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

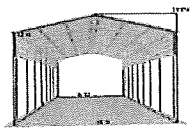
Shipping Address
Gautier, Jackson, Mississippi 39553

kssimmons2008@hotmail.com

(601) 577-0108

Standard Carports - 18 x 40 x 12

- [x] Roof Color: King Blue
- [x] 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

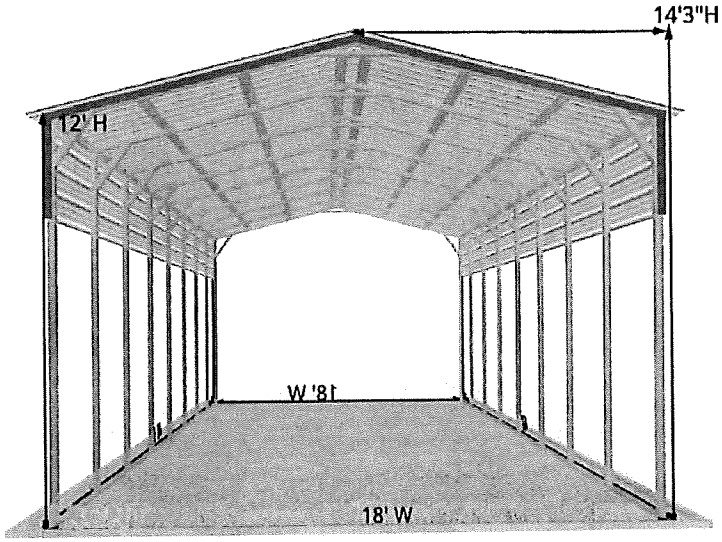
Building Dimension	Roof Style	Gauge	Wind/Snow Rating	Distance on Center
18'W x40'L x12'H	Vertical	14 Gauge	150 MPH + 35 PSF Certified	5 Feet

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

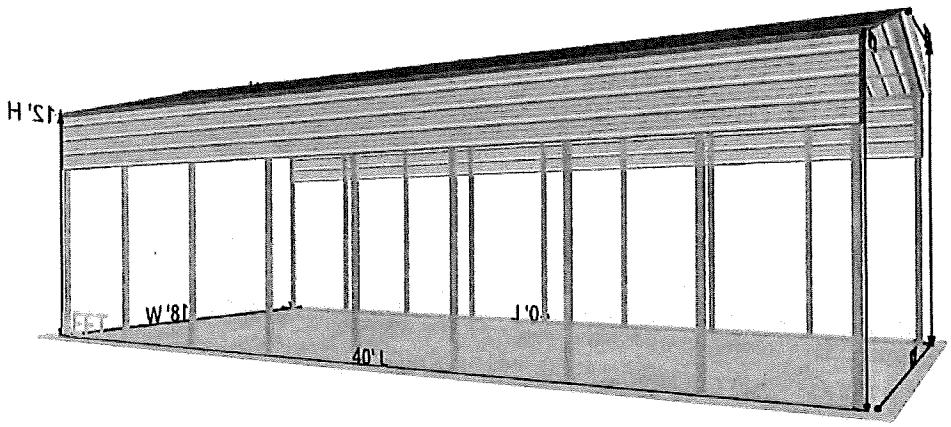
Building Amount:	$5,005.00
Manufacturer Discount:	$0.00
Sub Total:	$5,005.00
State Tax (7%)	$350.35
Additional Charges	$0.00
Grand Total	$5,355.35
Pay Now	
Downpayment	$850.85
Balance Due	$4,504.50

BUILDING VIEW



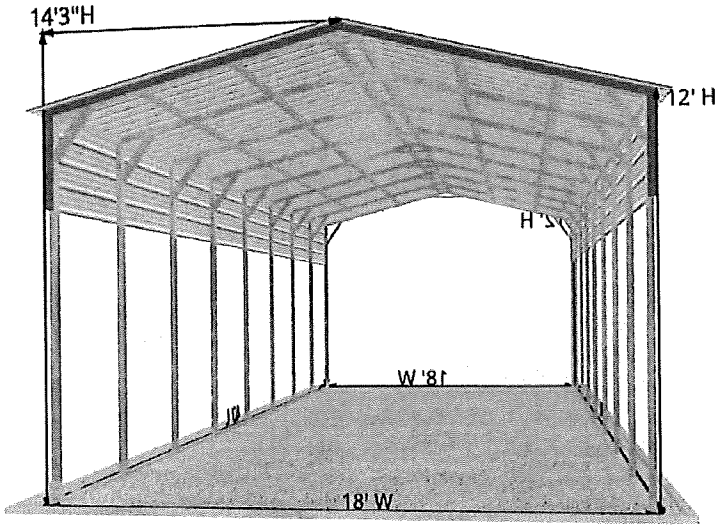
FRONT

BUILDING VIEW



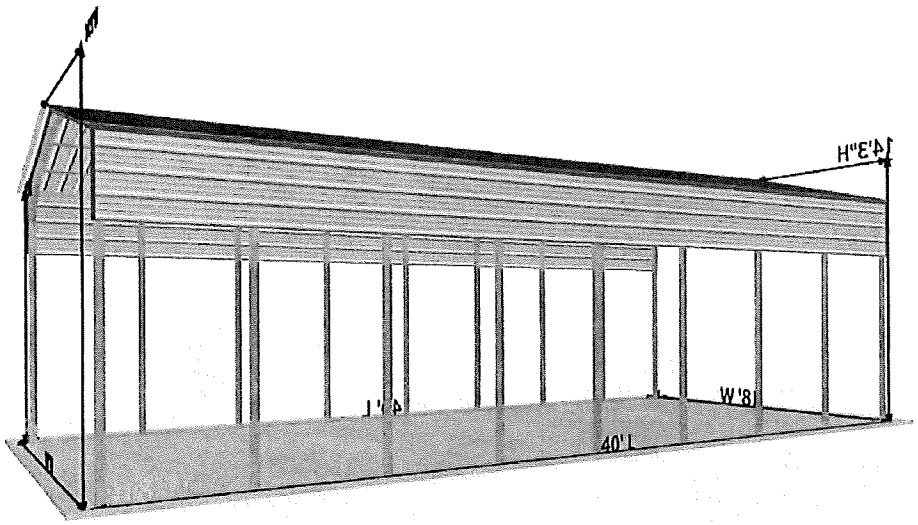
LEFT

BUILDING VIEW



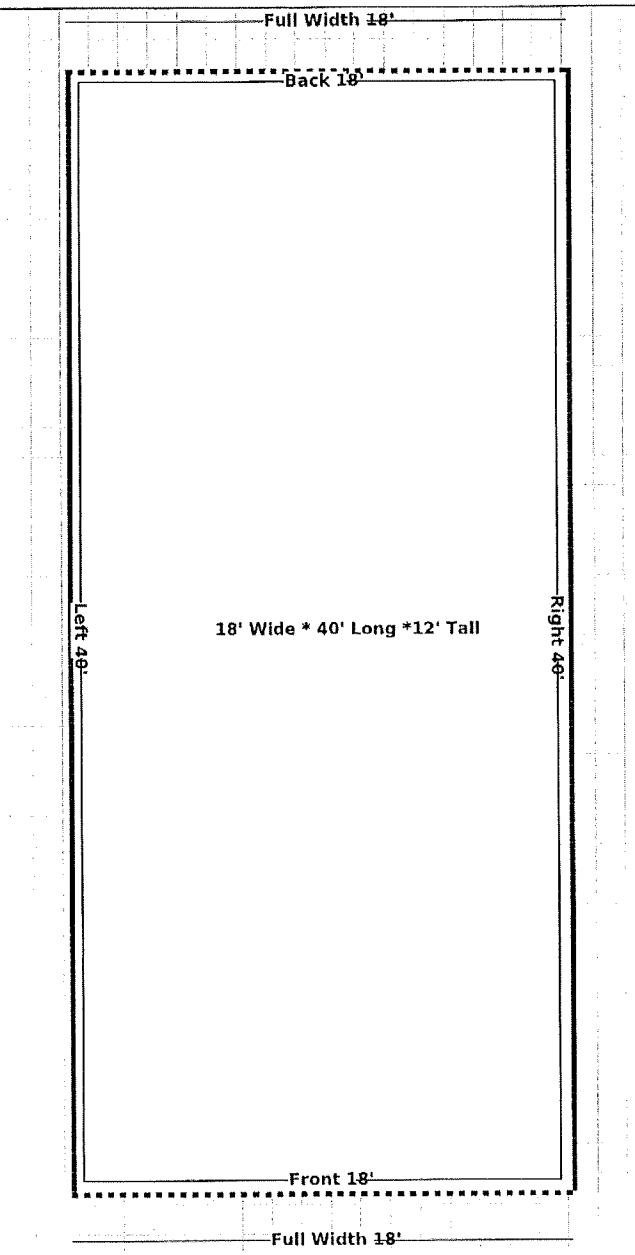
BACK

BUILDING VIEW



RIGHT

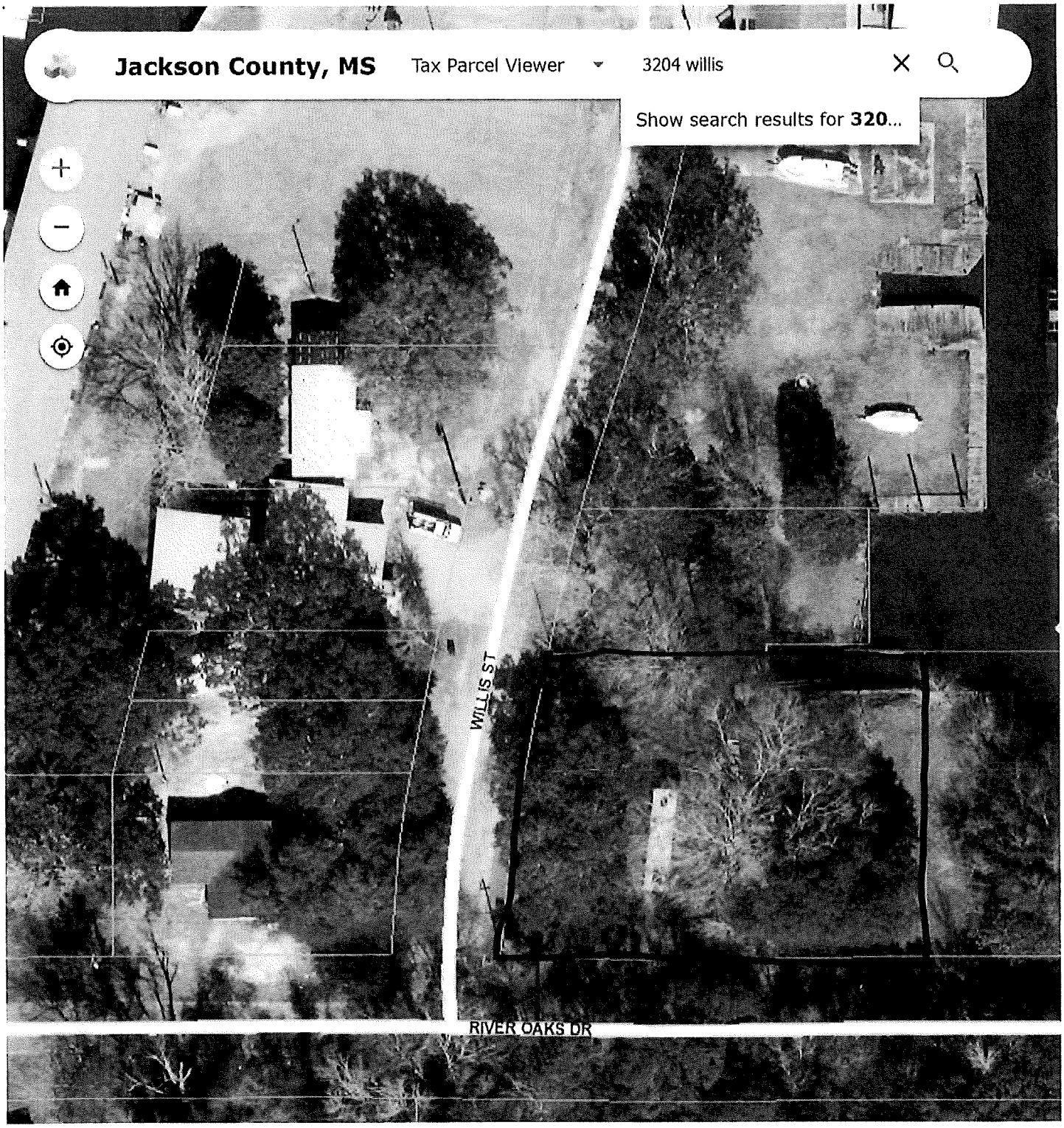
2D DRAWING-1



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

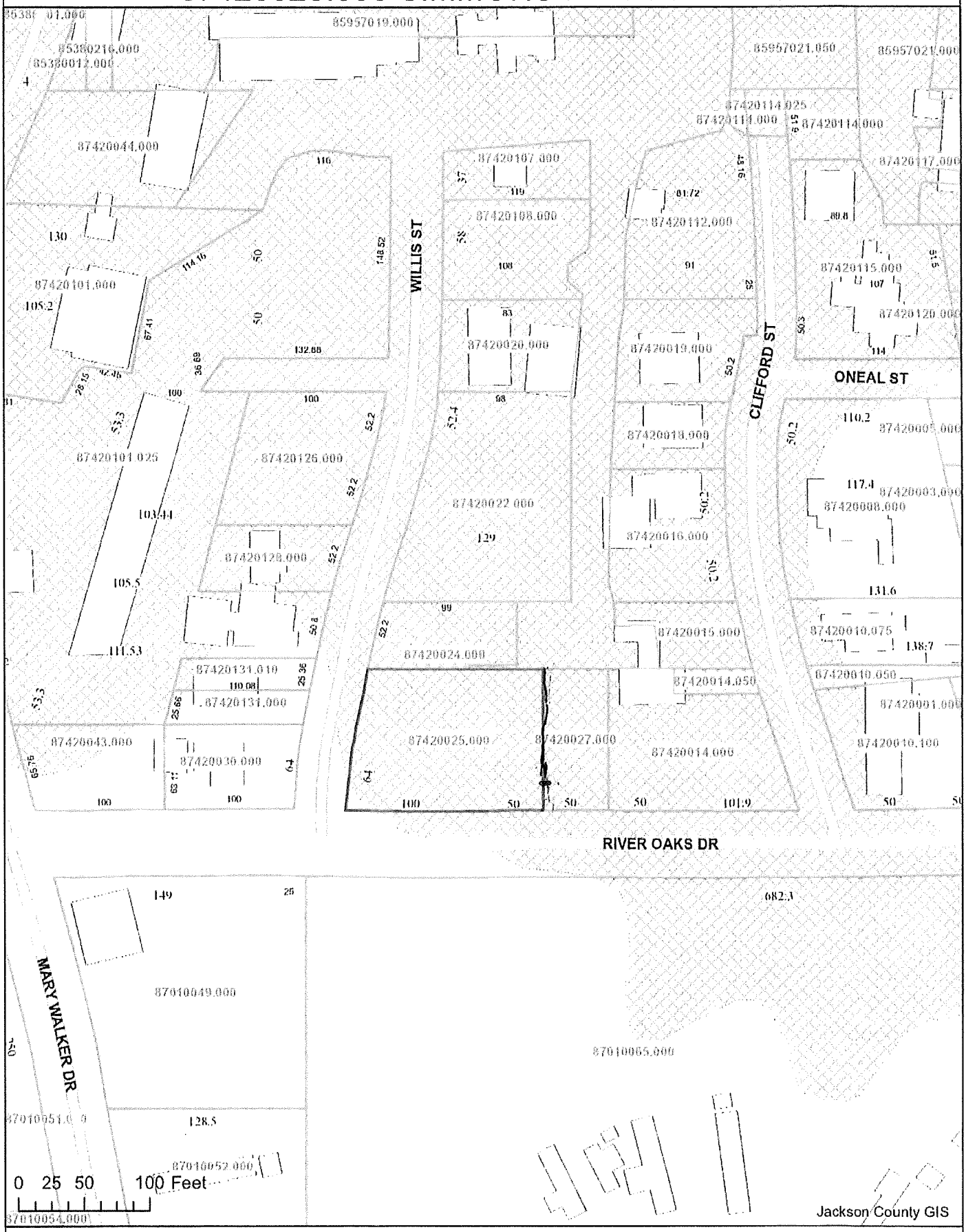
Year Built: 0

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 &



https://webmap.co.jackson.ms.us/ 7/12/2024

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

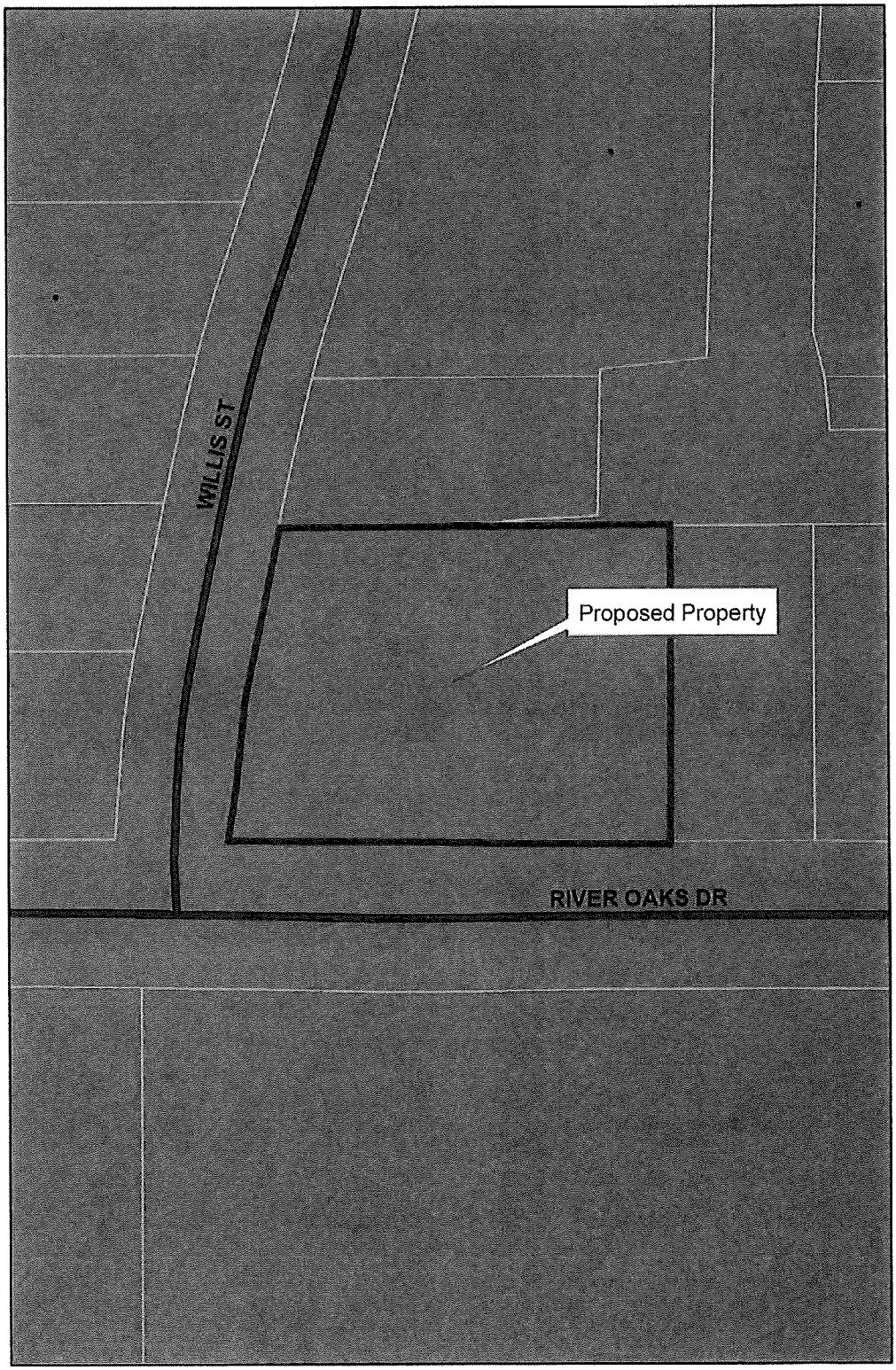
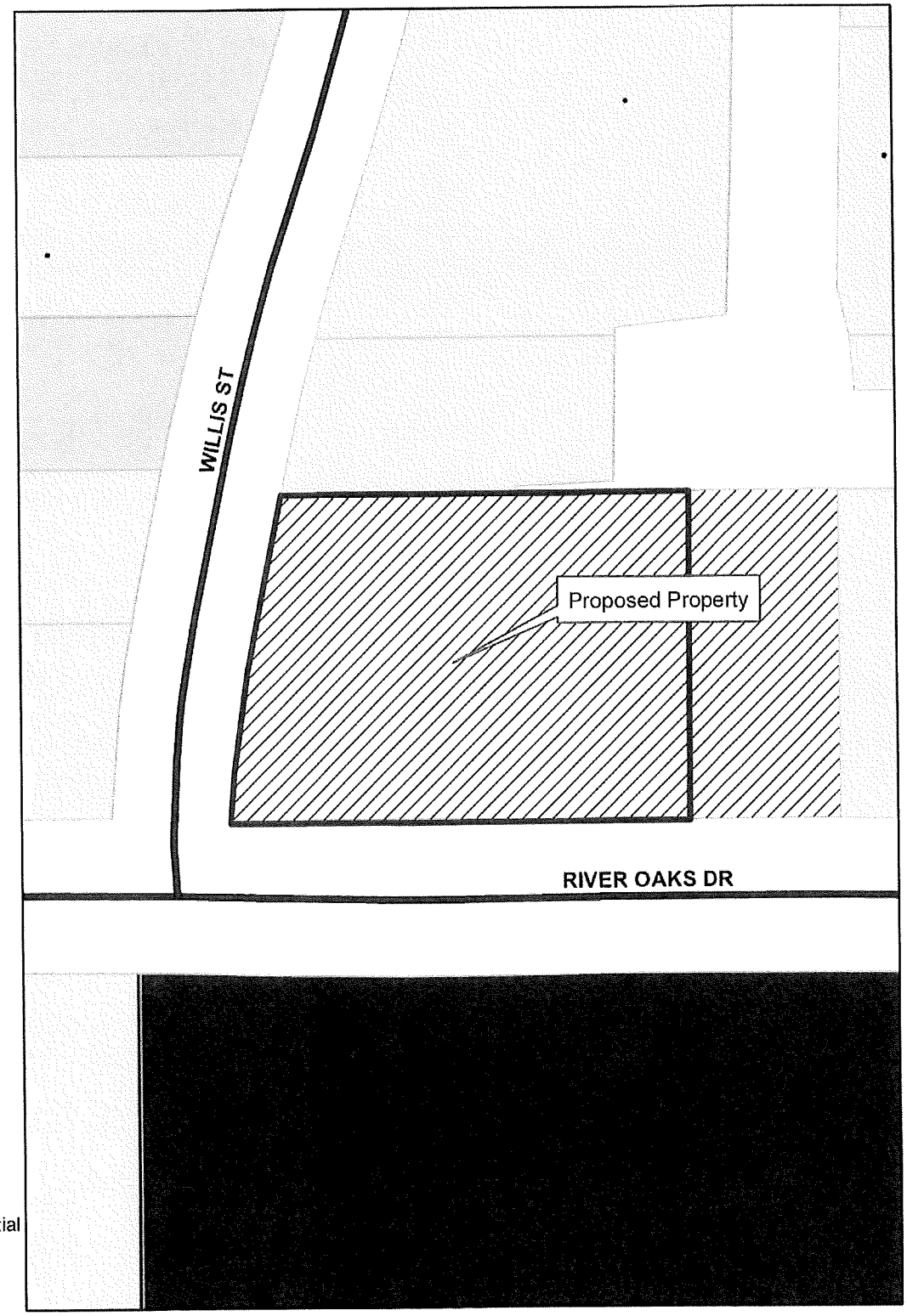


Exhibit C
Existing Land-Use

Prepared by:

City of Gautier
Planning Department



Legend

EXISTING LAND USE

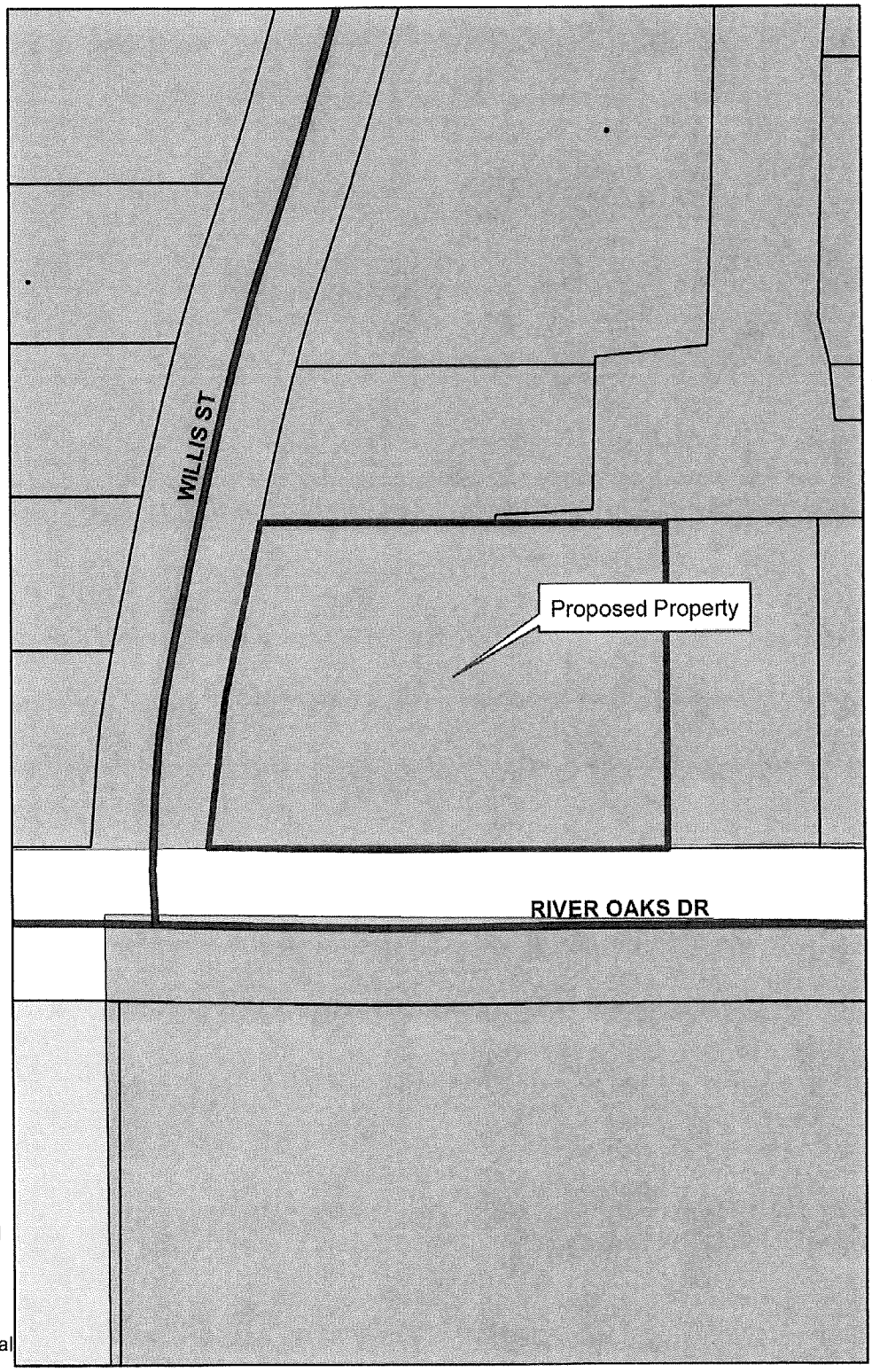
ELU_08

- 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 and approve the Conditional Use-Major Permit, as presented, 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). Councilman Elbin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 627-2024

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 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 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 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 **Councilman George,** seconded by **Councilman Elbin,** 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 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:		FEE:
Conditional Use - Major	_____	$251.00
TO BE HEARD BY PLANNING DIRECTOR:		**FEE:**
Conditional Use - Minor	_____	$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): _____ Date of Application: **JULY ~~25~~ 26, 2024**

FOR OFFICE USE ONLY

Date Received 6-25-24 (7-26-24) Verify as Complete BL

Fee Amount Received 251.00 Initials of Employee Receiving Application Belu

OWNERS CONSENT AND DESIGNATION OF AGENT – CONDITIONAL USE

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.

(Owner's Signature) N/A (Owner's Signature)

Notary Information:

The foregoing instrument was acknowledged before me this 24TH 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 of Notary Public)

Commission # HH295377. My commission expires 31 JULY 2026.

(Notary's Seal) KIM L. SISTRUNK MY COMMISSION # HH295377 EXPIRES: July 31, 2026

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

Certified By N Carrigan

Month July Day 23rd Year 2024

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 23rd day of July, 2024.

SIGN HERE

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 - STATE OF TEXAS
NOTARY ID# 11906486
My Comm. Exp. March 28, 2028

Debbie Scott
NOTARY PUBLIC

My commission expires: 3.28.2028

DEED ACCEPTED BY:

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 SERICES 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

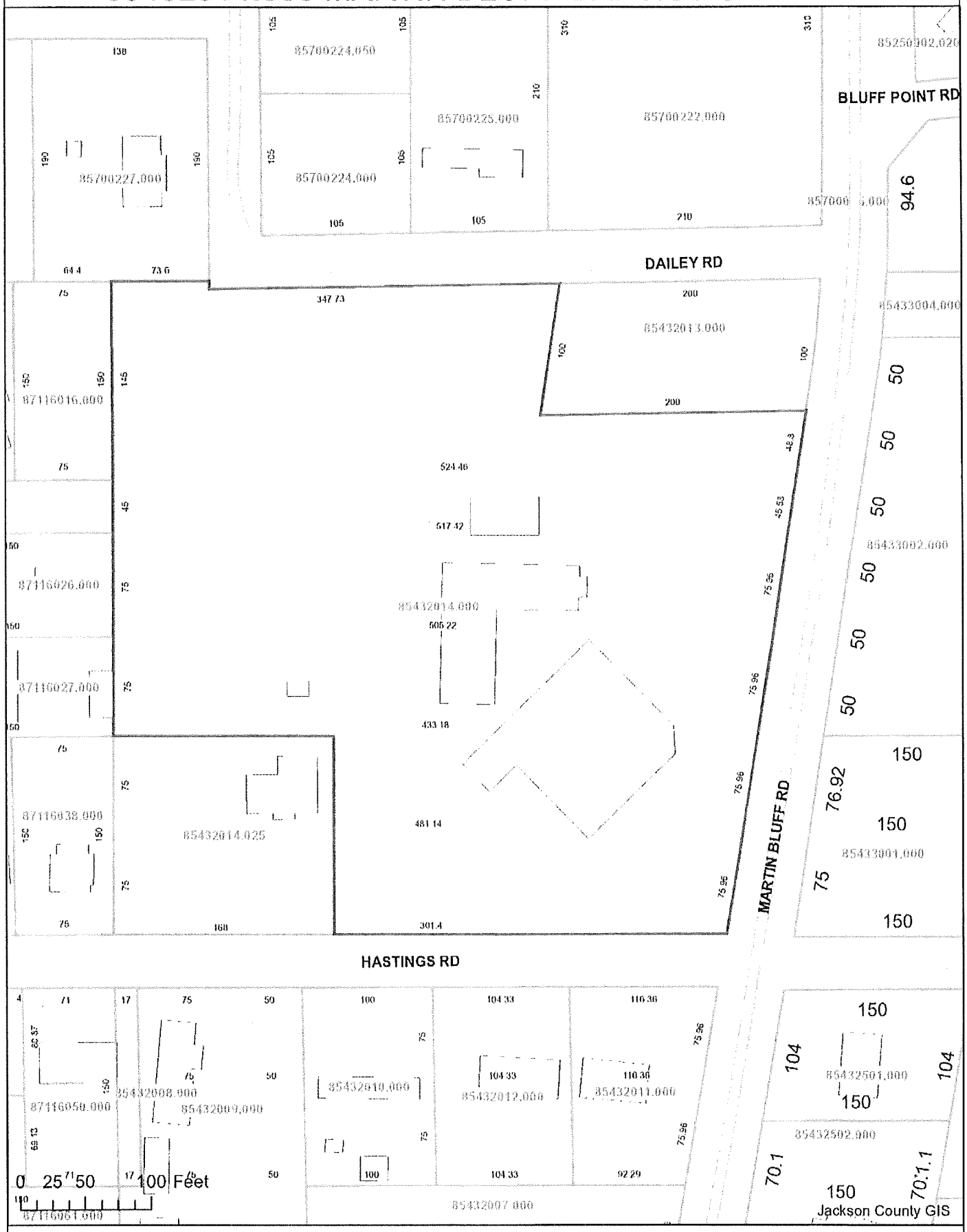
Year Built: 2008

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



https://webmap.co.jackson.ms.us/ 7/15/2024

Exhibit A
Location Map

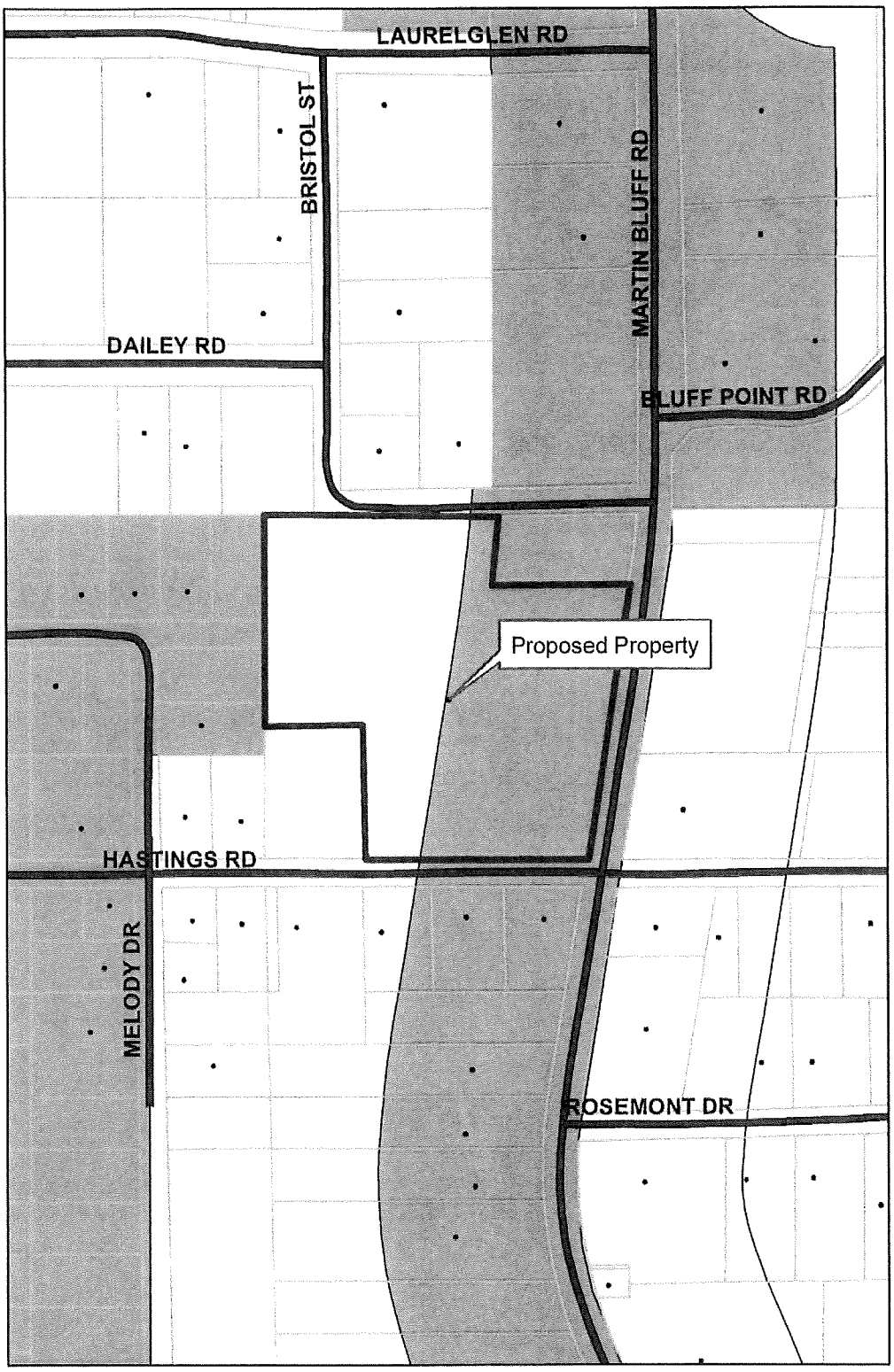
Prepared by:

City of Gautier
Planning Department

Exhibit B
Existing Zoning

Prepared by:

City of Gautier
Planning Department



Legend

Zoning

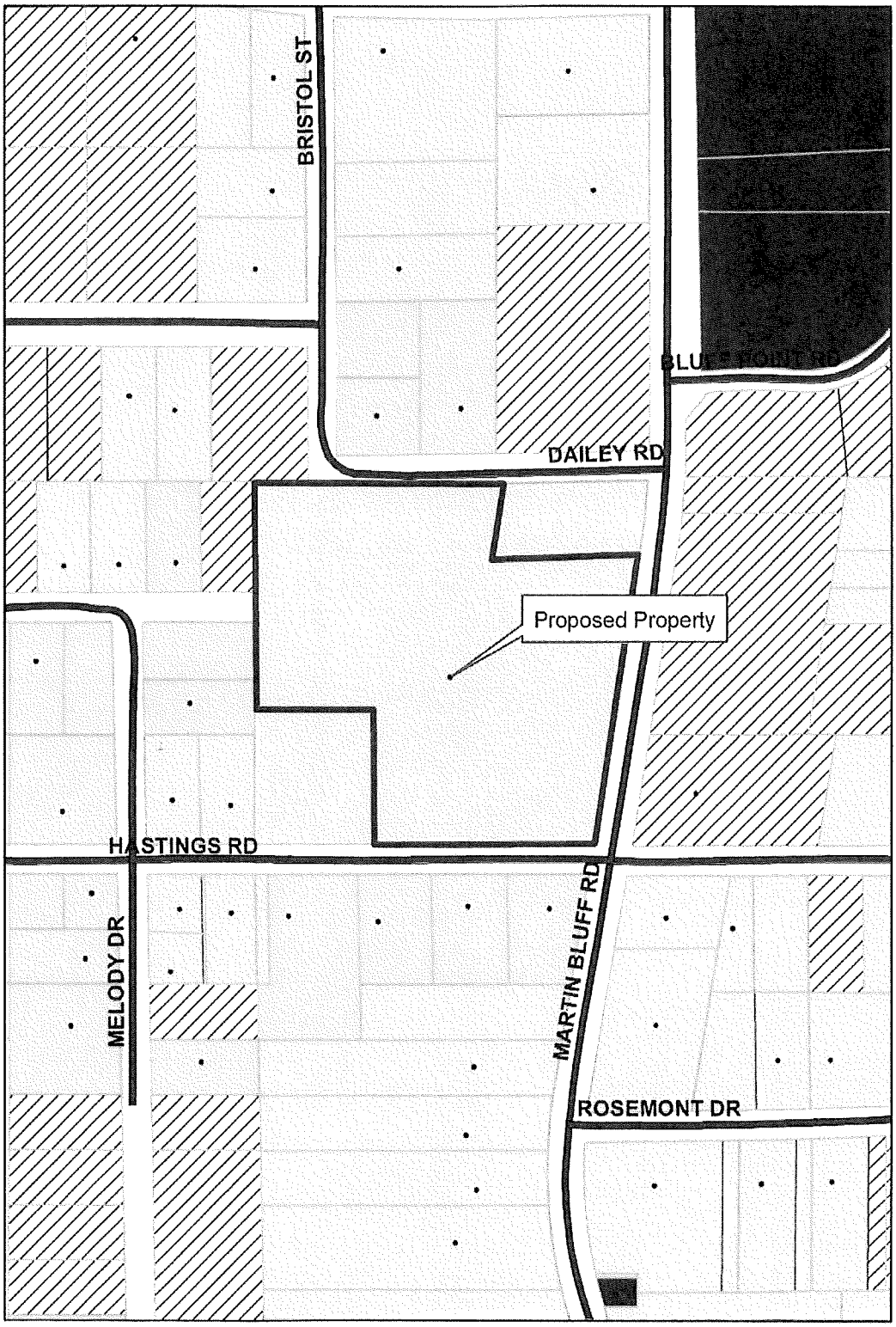
ZONECODE

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

Exhibit C
Existing Land-Use

Prepared by:

City of Gautier
Planning Department



Legend

EXISTING LAND USE

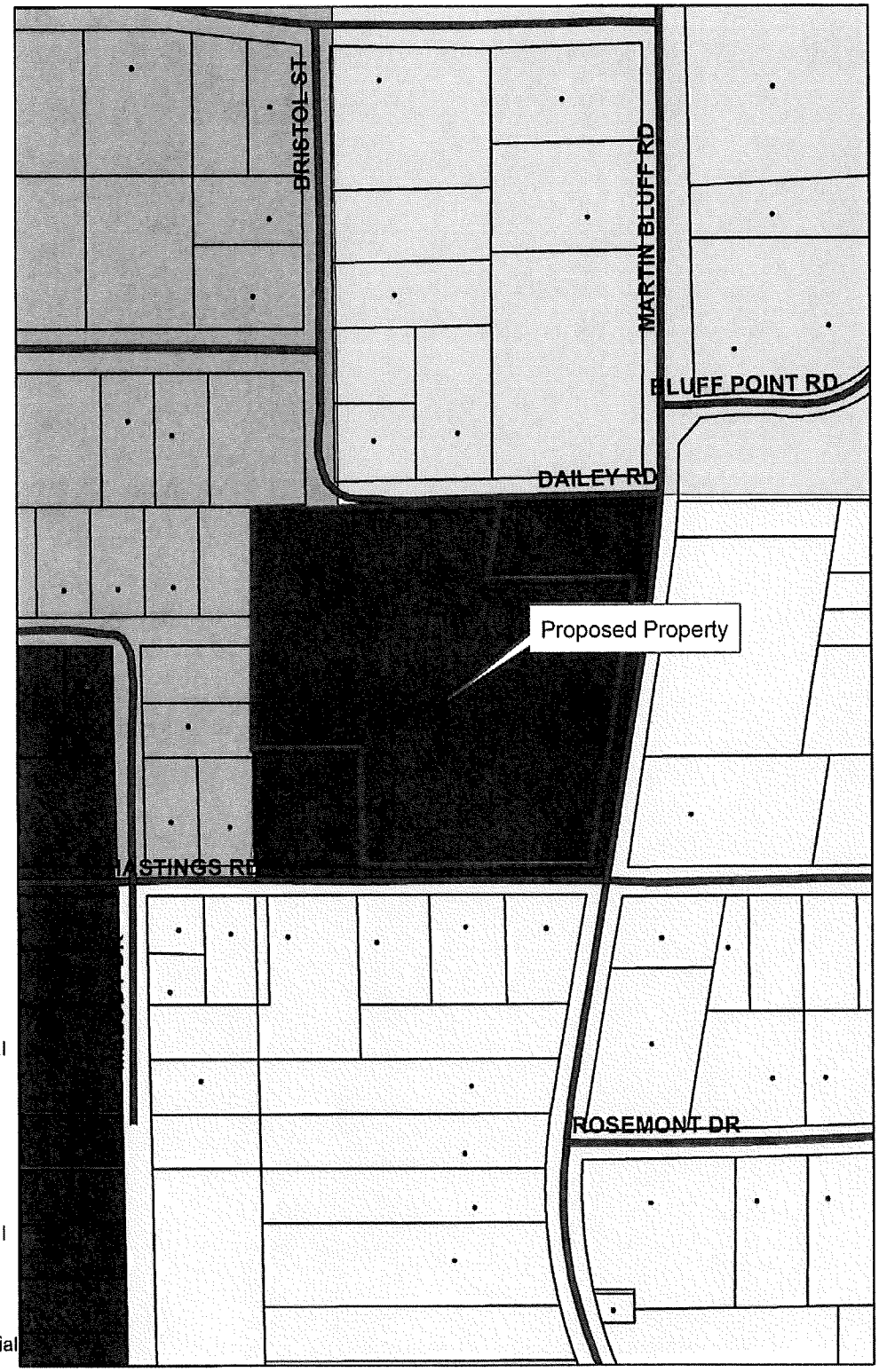
ELU_08

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

Exhibit D
Future Land-Use

Prepared By:

City of Gautier
Planning Department



Legend

FUTURE LAND USE

FLU_Class

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

Councilman Colledge made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Councilman 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 628-2024

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 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 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	242993	08/20/2024	08/05/2024			105.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / JUL 2024 SHREDDING SERVICE			0100387	08/01/2024			105.00
001	CATALIS COURTS AND LAND RECORDS LLC	242994	08/20/2024	08/05/2024			1,614.60	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-010-698 / AUG 2024 COURT SUPPORT			308322269	08/01/2024			1,614.60
001	DIRECTV LLC	242995	08/20/2024	08/05/2024			170.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 / WEST STN: 022727663 (SEP)			X240814	08/14/2024			170.00
001	GRAND VIEW SECURITY LLC	242996	08/20/2024	08/05/2024			340.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-698 / ALARM MONITORING: BDAVIS FLDS			2408011446	08/01/2024			340.00
001	HARRISON COUNTY HCLETA	242997	08/20/2024	08/05/2024			300.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-681 / REFRESHER CLASS: STONEWALL,J			24-056	07/23/2024			300.00
001	RELX INC DBA LEXISNEXIS	242998	08/20/2024	08/05/2024			155.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 / JUL 2024 4254VNBSY			3095228854	07/31/2024			155.00
001	PRO-LOCK LOCKSMITH SERVICE LLC	242999	08/20/2024	08/05/2024			18.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-559 / DUPL KEYS (6): AMPHITHEATER			5080124-3	08/01/2024			18.00
001	WASTE PRO - GAUTIER	243000	08/20/2024	08/05/2024			285.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-698 / FRASIER PORT O LET			0001408985	07/31/2024			35.00
	001-170-698 / BACOT PORT O LET(2)			0001409013	07/31/2024			250.00
001	BELL AUTO PARTS INC	243001	08/20/2024	08/05/2024			224.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-639 / BLADE(2);INNER TUBE: MOWER			D060162	07/18/2024			75.00
	001-170-639 / STARTER: MOWER 1			D060167	07/22/2024			149.00
001	MANDAL AUTOMOTIVE OF D'IBERVILLE LLC	243002	08/20/2024	08/05/2024			85.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-570 / COOLANT OUTLET TUBE: 19684			5074822	07/22/2024			33.19
	001-100-570 / COOLANT INLET TUBE: 19684			5074822	07/22/2024			31.31
	001-100-570 / HTR LINE O RING(2): 19684			5074822	07/22/2024			20.50
001	STEINER SAW & MOWER	243003	08/20/2024	08/05/2024			36.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-639 / SWITCH SHAFT: CHAINSAW			260459	07/15/2024			12.00
	001-170-639 / HEAD GASKET: MOWER 1			160524	07/18/2024			24.00

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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	SPORTSCONDUCTOR 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

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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: POTHOLES			95022	07/26/2024			267.18

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount
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 34X3696)	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

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

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

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

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

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

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

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

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
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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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
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 HILIGHTER 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	1	07/22/2024	240982	426.25
001-100-638	TAPPET HYDRAULIC (4): U #57	5074823	1	07/22/2024	240982	1,010.00
001-100-638	OIL SEAL: U #57	5074823	1	07/22/2024	240982	5.50
001-100-638	GASKET, CYL HEAD (2): U #57	5074823	1	07/22/2024	240982	152.88
001-100-638	CRANKSHAFT OIL SEAL: U #57	5074823	1	07/22/2024	240982	26.19
001-100-638	OIL PUMP: U #57	5074943	1	07/29/2024	240982	220.00

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

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
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: POTHOLES-BARRACUDA	33044	08/02/2024		160.00

FUND TOTAL 1 Claims to Checks 66 Total 96,257.57 Manual Held Total 96,257.57

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
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

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
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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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
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

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

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

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

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
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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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
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 20OZ BARQS ZERO (1)			4273239208	08/09/2024			31.00
	176-170-541 CS 20OZ 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

Docket of Claims
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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

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	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

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

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

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

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

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

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

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY ELECTRIC SUPPLY CO	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

A discussion was held between Mayor, Council, and concerned citizens regarding the selection of Solid Waste Provider.

Councilman Colledge made the motion to enter open discussion between Mayor and Council regarding the selection of Solid Waste Provider. Councilman Jackson seconded the motion. The vote was carried unanimously.

Councilman Anderson made the motion to award the solid waste contract to Waste Pro with option 1, no recycling, an offer of subscription recycling directly with citizens, and to direct the city attorney to draft a contract per the RFP, and to direct the city manager to execute same. The motion was seconded by Councilman Elbin. The vote was carried unanimously.

Councilman Anderson requested to pull Consent Agenda Item 7 for further discussion.

Councilman Gollott made the motion to approve consent agenda items 1-6 and 8, as presented. Councilman Colledge seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 629-2024

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-6 and 8 are hereby approved.

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

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

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

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 20, 2024.

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

ORDER NUMBER 630-2024

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

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

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

ORDER NUMBER 631-2024

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by 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		
ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
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

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

ORDER NUMBER 632-2024

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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

925 Tommy Munro Dr.
Ste.C
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement
ADDENDUM

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

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

ORDER NUMBER 633-2024

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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

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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

Proposal and Sales Terms for: CITY OF GAUTIER
3330 Highway 90
Gautier, MS, 39553
Contact: Queita Reddix
Prepared By: Jeremy Luke
Date: 8/9/2024
Quote #: Q-470223
Term Length: 96 Months

3329 U.S. 90, GAUTIER, MS 39553

Item	Description	Service Type	Quantity	Monthly Per Unit	Discount	Monthly	Upfront
Administration Training	Administration Training	New	1	$0.00		$0.00	$0.00
State Contract Ethernet Layer 2	State Contract Ethernet Circuit 100 Mbps x 100 Mbps Unmanaged / Z Location: 3329 U.S. 90, GAUTIER, MS 39553	New	1	$220.00	0%	$220.00	$0.00
State Contract Raw Internet	State Contract Raw Internet 100 Speed: 100	New	1	$50.00	0%	$50.00	$0.00
					Location Totals:	$270.00	$0.00

Summary

Location	Monthly	Total Upfront
3329 U.S. 90, GAUTIER, MS 39553	$270.00	$0.00

All Locations Totals	Total Monthly	Total Upfront
	$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.

Pricing valid for 30 days from date of proposal. Taxes and fees not included.

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.

C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire®, C Spire Business™, C Spire Business Solutions® and C Spire Health™ brands. Affiliates include Telepak Networks, Inc., TekLinks, Inc., Harbor Communications, LLC, C Spire Health, LLC, Callis Communications, Inc., C Spire Advanced Data Solutions, LLC, C Spire Governmental Data Solutions, LLC. and Troy Cablevision, Inc.

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.

Sparklight® Business

Gautier Police Department

Dedicated Internet Quote for Services					
		Bandwidth	36 month	60 month	Installation Cost
Dedicated	3329 Highway 90	100	$ 625.00	$ 440.00	$0
Internet Access	Gautier, Ms. 39553				

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

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

ORDER NUMBER 634-2024

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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

AZTECAS GAUTIER
2405 Highway 90
Gautier, MS 39553
(228) 497-2100

HANCOCK BANK
61-661/651

14176

8/6/2024

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
P.O. Box 670
Gautier, MS 39553

MEMO

MP

AZTECAS GAUTIER 14176

City of Gautier 8/6/2024

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
8/6/2024	Bill		2,500.00	2,500.00		2,500.00
					Check Amount	2,500.00

Hancock 2,500.00

HEFLIN ENGINEERING, LLC.
P.O. BOX 47
BRANDON, MS 39043-0047

2061

85-127/842
830

CHECK ARMOR

DATE 7/31/24

PAY TO THE ORDER OF City of Gautier $ 500.00

Five Hundred & 00/100 DOLLARS

Photo Safe Deposit® Details on back

CADENCE Bank
INFOLINE 1-888-797-7711

FOR Cruisin' Sponsor

MP

218

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

ORDER NUMBER 635-2024

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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

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**	**Paula Yancey** **Date**
President	**City Manager**

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

ORDER NUMBER 636-2024

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

AYES: **Casey Vaughan**
Adam Colledge
Cameron George
Richard Jackson
Gordon Gollott
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 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 **MDEQ AGREEMENT NO. 126-2-CW-5.5**
COUNTY OF HINDS

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:

REPORTING PERIOD	DEADLINE
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.

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[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.mswaterinfrastructue.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]

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[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.

Councilman Colledge made the motion to enter into an agreement with the U.S. Environmental Protection Agency (EPA) for the construction of the nanofiltration water treatment plant (Northeast Gautier). Councilman Anderson 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 637-2024

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 ORERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

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

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

NAYS: **None**

_____
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 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:	**PAYEE:**
CITY OF GAUTIER Post Office Box 670 Gautier, MS 39553-5124 **EIN:** 64-0732369	CITY OF GAUTIER Post Office Box 670 Gautier, MS 39553-5124

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Kimberly Saucier 3330 U.S. Highway 90 Gautier, MS 39553 **Email:** ksaucier@gautier-ms.gov **Phone:** 228-497-0670	Melissa Mcgee-Collier 61 Forsyth Street SW Atlanta, GA 30303-8960 **Email:** McgeeCollier.Melissa@epa.gov **Phone:** 404-562-8392	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	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
07/01/2024 - 06/30/2026	07/01/2024 - 06/30/2026	$ 2,770,000.00	$ 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 100.00% 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	ORGANIZATION / ADDRESS
U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960	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 0.00 % Federal 100.00 %)	$ 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. CONTRACTUAL The 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. CONSTRUCTION This 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. OTHER If 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. 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 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.
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> (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 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 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;
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> (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;
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> (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.

(I) 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

Councilman George made the motion to recess until August 22, 2024 at 11:30am. Councilman Jackson 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 September 3, 2024.

Thursday
August 22, 2024
Gautier, Mississippi

BE IT REMEMBERED THAT A BUDGET WORK SESSION MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held August 22, 2024 at 11:30 AM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

Those present were Mayor Casey Vaughan, Council Members Cameron George, Gordon Gollott, and Rusty Anderson. Also present were Paula Yancey, City Manager; Josh Danos, City Attorney; Emily Cumbest; Deputy City Clerk and other concerned citizens. Absent was Teresa Montgomery, City Clerk.

AGENDA
CITY OF GAUTIER
August 22, 2024 at 11:30 AM

I. Call to Order

II. Agenda Order Approval

III. Business Agenda

1. Budget Work Session

Adjourn until September 3, 2024 at 6:30 PM
www.gautier-ms.gov

Mayor Vaughan called the Budget Work Session to order at 11:30am.

Councilman-At-Large Colledge arrived at the meeting at 11:32am.

Councilman Gollott made the motion to approve the agenda order, as presented. Councilman Anderson seconded the motion. The vote was carried unanimously. Those absent were Councilman Jackson and Councilman Elbin.

Councilman Anderson made the motion to suspend Robert's Rules of Order. Councilman Gollott seconded the motion. The vote was carried unanimously. Those absent were Councilman Jackson and Councilman Elbin.

Councilman Jackson and Councilman Elbin arrived at the meeting 11:35am.

A discussion was held between the Mayor and Council regarding the Budget for Fiscal Year 2024-2025.

Councilman Jackson made the motion to reinstate Robert's Rules of Order. Councilman Colledge seconded the motion. The vote was carried unanimously.

Councilman Jackson made the motion to adjourn until September 3, 2024 at 6:30pm. Councilman Gollott seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 3, 2024.

FY 2025
BUDGET WORKSHEET

001 GENERAL FUND
000 Revenue

Obj	Description	ORIGINAL BUDGET FY 2024		BUDGET FY 2025	Difference
200	Ad Valorem - Real Estate	2,742,930.00		2,716,231.00	(26,699.00)
201	Ad Valorem - Automobiles	700,085.00		700,085.00	0.00
202	Ad Valorem - Prior Year	3,000.00		3,000.00	0.00
205	Ad Valorem - Land Redemption	11,000.00		11,000.00	0.00
208	Ad Valorem - Personal Taxes	250,566.00		236,316.00	(14,250.00)
209	Ad Valorem - Public Utilities	312,098.00		315,804.00	3,706.00
210	Ad Valorem - Penalties & Interest	28,000.00		28,000.00	0.00
211	Ad Valorem - Mobile Home	8,639.00		8,365.00	(274.00)
212	Rail Car Tax	4,000.00		6,000.00	2,000.00
213	Privilege Tax - Heavy Duty Vhcle	8,000.00		0.00	(8,000.00)
214	Ad Valorem - Public Safety	361,534.00		358,155.00	(3,379.00)
216	S R EPA fees - in lieu of taxes	365,000.00		400,000.00	35,000.00
218	Ad Valorem - Debt Service	1,047,157.00		1,037,371.00	(9,786.00)
219	Other Permits	4,000.00		4,000.00	0.00
220	Privilege License	19,000.00		19,000.00	0.00
221	Franchise Fees	108,000.00		88,000.00	(20,000.00)
222	Permits - Building	90,000.00		100,000.00	10,000.00
224	Golf Cart Registration	500.00		500.00	0.00
232	FBI Safe Street Grant	14,000.00		14,000.00	0.00
233	HIDTA Grant	12,000.00		12,000.00	0.00
238	TEOAF Grant	10,000.00		10,000.00	0.00
239	DEA TDS Task Force	0.00		15,000.00	15,000.00
244	Contractor License	3,000.00		1,500.00	(1,500.00)
250	Grant Revenue (Misc)	0.00		9,020.00	9,020.00
260	General Sales Tax	2,825,000.00		2,855,000.00	30,000.00
261	Alcoholic Beverage License	17,000.00		17,000.00	0.00
264	Homestead Reimbursement	120,000.00		120,000.00	0.00
265	Motor Fuel Tax	15,500.00		15,500.00	0.00
267	Municipal Aid Surplus	9,250.00		9,250.00	0.00
268	JCBS InterLocal Funds	0.00		0.00	0.00
271	Pro-rata County Road Tax	544,400.00		520,525.00	(23,875.00)
272	Co Shared Revenue-Recreation	150,000.00		150,000.00	0.00
279	MDAH Records Fee	500.00		500.00	0.00
280	Public Records	12,000.00		12,000.00	0.00
300	Court Fines & Forfeitures	240,000.00		250,000.00	10,000.00
301	Park Fees	16,500.00		16,500.00	0.00
302	Court Special Assessment	80,000.00		85,000.00	5,000.00
306	Travel Reimbursements	16,000.00		16,000.00	0.00
313	Event/Festival Fees	3,000.00		4,000.00	1,000.00
315	Police Dept Misc Fees	3,000.00		3,000.00	0.00
320	Insurance Refunds	15,000.00		15,000.00	0.00
326	Donated Funds Fworks, Cruisin	20,000.00		20,000.00	0.00
331	Interest on Bank Accounts	18,000.00		18,000.00	0.00
340	Football Registration	15,000.00		15,000.00	0.00
341	Baseball-Softball Registration	5,000.00		5,000.00	0.00
342	Basketball Registration	5,000.00		5,000.00	0.00
353	Surplus Property	0.00		0.00	0.00
359	Other Revenue	3,000.00		3,000.00	0.00
370	FEMA/MEMA Reimbursement	0.00		0.00	0.00
361	Transfer fr Other Funds	542,554.00		0.00	(542,554.00)
381	Transfer from Enterprise Fund	1,100,000.00		1,100,000.00	0.00
382	Transfer from Solid Waste Fund	300,000.00		300,000.00	0.00
390	Loan Proceeds HITDA Truck	0.00		52,000.00	52,000.00
394	Transfer from Amphitheater	300,000.00		300,000.00	0.00
		12,478,213.00		12,000,622.00	(477,591.00)

FY 2025
BUDGET WORKSHEET

001 GENERAL FUND
001 Legislative

Obj	Description	BUDGET FY 2024		BUDGET FY 2025	
459	Council Persons	106,200.00		106,200.00	0.00
460	PERS 17.9% / 18.4%	19,807.00		19,807.00	0.00
470	FICA & Medicare Match 7.65%	7,460.00		7,460.00	0.00
480	Group Insurance	87,077.00		87,077.00	0.00
509	Youth Council Supplies	3,000.00		3,000.00	0.00
559	Operating Supplies	2,000.00		2,000.00	0.00
601	Professional Services	0.00		0.00	0.00
605	Telephone	700.00		700.00	0.00
615	Advertising inc parade funds	3,500.00		3,500.00	0.00
681	**Travel & Training**	9,100.00		9,100.00	0.00
682	Dues MML	8,010.00		8,010.00	0.00
		246,854.00		246,854.00	0.00

MML $2,100 *Misc Training/Travel: $7,000 ($1,000.00 ea)*

001 GENERAL FUND
010 City Court

Obj	Description	BUDGET FY 2024		BUDGET FY 2025	
410	Administration	104,000.00		103,480.00	(520.00)
424	Appointed (Judge, Public Def)	33,000.00		40,200.00	7,200.00
411	Longevity	2,200.00		2,410.00	210.00
460	PERS 17.9% / 18.4%	19,496.00		20,033.00	537.00
470	FICA & Medicare Match 7.65%	10,649.00		11,176.00	527.00
480	Group Insurance	28,511.00		38,365.00	9,854.00
491	Worker's Comp .37%	507.00		532.00	25.00
500	Office Supplies	2,000.00		2,000.00	0.00
535	Uniforms	600.00		600.00	0.00
559	Operating Supplies	500.00		500.00	0.00
602	Professional Services - Legal	3,000.00		5,000.00	2,000.00
620	Printing & Binding	4,000.00		4,000.00	0.00
639	Repair & Maintenance - Equipment	500.00		500.00	0.00
681	Travel & Training	700.00		700.00	0.00
682	Dues	100.00		100.00	0.00
696	ADC Charges	120,000.00		120,000.00	0.00
698	Contract Services incs interpreter	21,000.00		19,500.00	(1,500.00)
704	Computer & Software	0.00		115,000.00	115,000.00
		350,763.00		484,096.00	133,333.00

001 GENERAL FUND
021 City Manager

Obj	Description	BUDGET FY 2024		BUDGET FY 2025	
410	Administration				0.00
411	Longevity				0.00
425	Contractual Labor	135,000.00		135,000.00	0.00
460	PERS 17.9% / 18.4%				0.00
470	FICA & Medicare Match 7.65%				0.00
480	Group Insurance				0.00
491	Worker's Comp .37%				0.00
500	Office Supplies	1,000.00		1,000.00	0.00
559	Operating Supplies	1,000.00		1,000.00	0.00
601	Pro Services	0.00		0.00	0.00
605	Telephone	800.00		800.00	0.00
643	Suppt Servs: Eco Dev	11,000.00		8,500.00	(2,500.00)
681	Travel & Training	1,000.00		1,000.00	0.00
682	Dues	0.00		0.00	0.00
688	Economic Development	133,000.00		0.00	(133,000.00)
		282,800.00		147,300.00	(135,500.00)

GRPC $8500 ~~*JCCC $2500*~~
~~*46 Entertainment: 78,000 50,000 5,000*~~

FY 2025
BUDGET WORKSHEET

001 GENERAL FUND
22 Human Resources

Obj	Description	BUDGET FY 2024		BUDGET FY 2025	
410	Administration	41,600.00		41,600.00	0.00
411	Longevity	1,200.00		1,200.00	0.00
460	PERS 17.9% / 18.4%	7,799.00		7,530.00	(269.00)
470	FICA & Medicare Match 7.65%	3,274.00		3,275.00	1.00
480	Group Insurance	10,442.00		10,442.00	0.00
491	Worker's Compensation .37%	154.00		154.00	0.00
500	Office Supplies	1,000.00		1,000.00	0.00
559	Operating Supplies	1,500.00		1,500.00	0.00
604	Medical incs SRS EAP pmt	5,500.00		5,500.00	0.00
615	Advertising	1,000.00		1,000.00	0.00
660	Civil Service Expenses	3,000.00		3,000.00	0.00
681	Travel & Training	500.00		500.00	0.00
682	Dues	0.00		0.00	0.00
703	Furniture & Fixtures	0.00		0.00	0.00
		76,969.00		76,701.00	(268.00)

001 GENERAL FUND
030 Elections

Obj	Description	BUDGET FY 2024		BUDGET FY 2025	
559	Operating Supplies	0.00		2,000.00	2,000.00
615	Advertising	0.00		2,000.00	2,000.00
681	Travel & Training	0.00		1,000.00	1,000.00
699	Services	0.00		25,000.00	25,000.00
		0.00		30,000.00	30,000.00

001 GENERAL FUND
040 City Clerk

Obj	Description	BUDGET FY 2024		BUDGET FY 2025	
410	Administration	284,585.00		284,610.00	25.00
411	Longevity	6,090.00		6,570.00	480.00
460	PERS 17.9% / 18.4%	53,350.00		51,515.00	(1,835.00)
470	FICA & Medicare Match 7.65%	21,574.00		22,276.00	702.00
480	Group Insurance	80,858.00		75,884.00	(4,974.00)
491	Worker's Compensation .37%	1,053.00		1,053.00	0.00
500	Office Supplies	10,000.00		10,000.00	0.00
559	Operating Supplies	5,500.00		5,500.00	0.00
605	Telephone	1,500.00		1,200.00	(300.00)
615	Advertising	13,000.00		13,500.00	500.00
681	Travel & Training	1,000.00		0.00	(1,000.00)
682	Dues	200.00		150.00	(50.00)
699	Services	20,000.00		16,500.00	(3,500.00)
703	Furniture and Equipment	1,000.00		1,000.00	0.00
704	Computer AV & Software	0.00		0.00	0.00
800	AS400 Note (5 of 5)	10,498.00		10,500.00	2.00
		510,208.00		500,258.00	(9,950.00)

Municode $8,000 Bond Disc $3,000 CivicPlus Renewal Fees $5,500
File Cabinet and / or Shelves

001 GENERAL FUND
060 City Attorney

Obj	Description	BUDGET FY 2024		BUDGET FY 2025	
602	Contracted Services-LEGAL	175,000.00		150,000.00	(25,000.00)

Retainer $135,000
Litigation $15,000

FY 2025
BUDGET WORKSHEET

001 GENERAL FUND
090 Building - Planning

Obj	Description	BUDGET FY 2024		BUDGET FY 2025	
410	Administration	141,919.00		141,919.00	0.00
411	Longevity	4,600.00		4,170.00	(430.00)
412	Building - Zoning	142,480.00		144,560.00	2,080.00
460	PERS 17.9% / 18.4%	53,315.00		51,853.00	(1,462.00)
470	FICA & Medicare Match 7.65%	22,109.00		22,235.00	126.00
480	Group Insurance	57,607.00		73,094.00	15,487.00
491	Worker's Comp .37% / 4.73%	7,265.00		7,363.00	98.00
500	Office Supplies	6,000.00		6,000.00	0.00
525	Gasoline & Oil	10,000.00		6,000.00	(4,000.00)
535	Uniforms	1,500.00		1,500.00	0.00
559	Operating Supplies	5,000.00		5,000.00	0.00
561	Code Enforcement	0.00		0.00	0.00
601	Prof Services: ***Abatements***	30,000.00		30,000.00	0.00
605	Telephone	3,500.00		3,600.00	100.00
608	Prof Services: ***Plan Reviews***	10,000.00		10,000.00	0.00
615	Advertising	1,500.00		1,500.00	0.00
620	Printing & Binding	1,000.00		1,000.00	0.00
639	Repair & Maint - Equipment	1,000.00		1,000.00	0.00
644	Historic Commission Support	1,000.00		1,000.00	0.00
681	Travel & Training	3,000.00		3,000.00	0.00
682	Dues	1,000.00		1,000.00	0.00
698	Contracted Services	7,000.00		7,000.00	
702	Equipment	10,000.00		0.00	(10,000.00)
		520,795.00		522,794.00	1,999.00

SBM $2100 RJ Young $1100 iPad Service(3) $1300 Tyler Fees $1500 Grandview $400 Misc $600
Vehicle repairs moved to 205 Training material -building compliance State Code $$$

001 GENERAL FUND
092 Building & General Expenses

Obj	Description	BUDGET FY 2024		BUDGET FY 2025	
510	Cleaning & Janitorial	7,000.00		7,000.00	0.00
520	Landscaping Materials	5,000.00		5,000.00	0.00
525	Gasoline & Oil	10,000.00		10,000.00	0.00
559	Supplies	2,000.00		2,000.00	0.00
586	General Maintenance	0.00		5,000.00	5,000.00
565	Signage - General	5,000.00		6,000.00	1,000.00
600	Professional Services - Audit	35,000.00		38,000.00	3,000.00
603	ENG servs : MCWI projs only	451,805.00		266,694.00	(185,111.00)
605	Telephone	55,500.00		57,000.00	1,500.00
606	Services: Info Technology	114,000.00		124,000.00	10,000.00
607	Postage	8,000.00		8,000.00	0.00
610	Unemployment - All Funds	10,000.00		10,000.00	0.00
616	Legal - Settlements	0.00		0.00	0.00
625	Insurance	447,000.00		530,000.00	83,000.00
631	Electricity	20,000.00		20,000.00	0.00
635	R&M-Building	10,000.00		10,000.00	0.00
639	R&M-Equip inc Generator maint	5,000.00		5,000.00	0.00
652	Comm Redevelopment Grant Reimb	22,000.00		25,000.00	3,000.00
673	JC County Tax Collection Fees	38,040.00		46,080.00	8,040.00
680	Landscaping Services	0.00		12,100.00	12,100.00
698	Contracted Services	25,500.00		27,200.00	1,700.00
704	Computer-Software-AV	27,000.00		30,000.00	3,000.00
799	Other Capital Outlay				0.00
		1,297,845.00		1,244,074.00	(53,771.00)

AGJ 75,000 Licenses 12,000 Delta 8,500 IBM 6,000 1wayApp 1,000 Misc 2,500 CivicPlus $11,000
Surety Bonds $9,000 K9s $2,000 Flood $4,000 Deductibles $10,000 ***Liability & Property Est 500,000***
RJY 9,000 TaxSale 4,500 SoPest 4,200 Pbowes 2,300 SparkLt 2,100 Lexis 2,000 Misc 3,100

673 Tax increase total fee by year: 2024 - $38,040 2025 - $46,080 2026 - $54,000

FY 2025
BUDGET WORKSHEET

001 GENERAL FUND
94 Grants & Projects Admin

Obj	Description	BUDGET FY 2024	Entered	BUDGET FY 2025	
410	Administration	153,660.00		157,831.00	4,171.00
411	Longevity	230.00		690.00	460.00
460	PERS 17.9% / 18.4%	28,806.00		28,568.00	(238.00)
470	FICA & Medicare Match 7.65%	11,773.00		12,127.00	354.00
480	Group Insurance	18,656.00		18,656.00	0.00
491	Worker's Compensation .37%	569.00		584.00	15.00
500	Office Supplies	600.00		500.00	(100.00)
535	Uniforms	400.00		750.00	350.00
559	Operating Supplies	500.00		900.00	400.00
603	Prof Services - Engineering	5,000.00		5,000.00	0.00
606	Prof Services - Info Tech	0.00		500.00	500.00
605	Telephone	1,800.00		1,900.00	100.00
612	FEMA Restricted Funds	5,505.00		5,505.00	0.00
681	Travel & Training	3,000.00		3,000.00	0.00
682	Dues	365.00		365.00	0.00
698	Contracted Services	1,500.00		1,500.00	0.00
703	Furniture & Fixtures	400.00		500.00	100.00
704	Computer-Software Adobe-GrantHub	1,200.00		1,500.00	300.00
		233,964.00		240,376.00	6,412.00

001 GENERAL FUND
100 Police

Obj	Description	BUDGET FY 2024		BUDGET FY 2025	
411	Longevity	23,700.00		22,120.00	(1,580.00)
430	Law Enforcement Officers	1,934,276.00		1,702,099.00	(232,177.00)
431	Admin & Dispatch	386,930.00		386,175.00	(755.00)
432	School Guards	27,748.00		27,748.00	0.00
434	Animal Control	28,080.00		32,240.00	4,160.00
450	Overtime	100,000.00		100,000.00	0.00
452	Holiday Pay	63,320.00		67,148.00	3,828.00
455	HIDTA Overtime	10,000.00		10,000.00	0.00
456	TEOAF-TFF Overtime	10,000.00		10,000.00	0.00
460	PERS 17.9% / 18.4%	474,683.00		417,688.00	(56,995.00)
470	FICA & Medicare Match 7.65%	197,680.00		180,352.00	(17,328.00)
480	Group Insurance	580,611.00		520,707.00	(59,904.00)
491	Worker's Comp 3.31%, .37%	72,509.00		65,051.00	(7,458.00)
500	Office Supplies	6,000.00		6,000.00	0.00
501	Neighborhood Watch Supplies	5,000.00		5,000.00	0.00
514	K9 Supplies & Expenses	4,000.00		4,000.00	0.00
525	Gas & Oil	155,000.00		145,000.00	(10,000.00)
535	Uniforms	32,000.00		32,000.00	0.00
536	Clothing Allowance	6,000.00		6,000.00	0.00
559	Operating Supplies	20,000.00		20,000.00	0.00
570	Motor Vehicle Repair Parts	45,000.00		45,000.00	0.00
587	Safety Equip-Supplies (Ammo/Taser)	15,000.00		33,000.00	18,000.00
597	Grant Expenditure	0.00		0.00	0.00
604	Professional Services - Medical	4,000.00		4,000.00	0.00
605	Telephone	8,400.00		7,500.00	(900.00)
606	Services: Info Technology	0.00		58,000.00	58,000.00
620	Printing & Binding	1,000.00		1,000.00	0.00
631	Electricity	30,000.00		25,000.00	(5,000.00)
635	Repair & Maintenance - Building	6,000.00		6,000.00	0.00
638	Repair & Maintenance - Vehicles	40,000.00		40,000.00	0.00
639	Repair & Maintenance - Equipment	20,000.00		20,000.00	0.00
681	Travel & Training	40,000.00		40,000.00	0.00
682	Dues	1,000.00		1,000.00	0.00
689	Animal Control Expense	2,500.00		2,500.00	0.00
698	General Serv Labor- Equip Vehicles	0.00		0.00	0.00
699	Contracted Services	68,000.00		30,000.00	(38,000.00)

702	Equipment **Vehicle Equip**	0.00		0.00	0.00
704	Computer/Software	5,000.00		5,000.00	0.00
740	Vehicles HIDTA	0.00		52,000.00	52,000.00
799	Other Capital Outlay	0.00		0.00	0.00
808	Loan Pmt: 5 Vehicles (2of3)	84,300.00		84,300.00	0.00
810	Loan Pmt: HIDTA Truck (3of3)	14,050.00		14,050.00	0.00
815	Loan Pmt: (4of5)	27,361.00		27,361.00	0.00
		4,549,148.00		4,255,039.00	(294,109.00)

PTS 32,100 Motorola 14,900 Cspire Data Cards 3,000 VIrtualDoxx 2,700 Cspire (NCIC) 3,300
ATT (NCIC) 500 Transunion 4,200 IDKit 500 Leads Online 3,650 SparkIt 2,700 RJY 4,500
AceData 1,300 DPS 1,500 SMBM 550 HVAC Serv 4,500 Misc Maint Contracts 6,100

001 GENERAL FUND

161 Fire

Obj	Description	BUDGET FY 2024		**BUDGET FY 2025**	
411	Longevity	23,420.00		22,860.00	(560.00)
435	Fire Fighters	1,650,193.00		1,713,224.00	63,031.00
450	Overtime	100,000.00		100,000.00	0.00
452	Holiday Pay	57,500.00		61,259.00	3,759.00
460	PERS 17.9% / 18.4%	338,945.00		339,282.00	337.00
470	FICA & Medicare Match 7.65%	140,080.00		145,147.00	5,067.00
480	Group Insurance	431,824.00		426,754.00	(5,070.00)
491	Worker's Comp 4.91%	88,758.00		92,038.00	3,280.00
500	Office Supplies	2,000.00		2,000.00	0.00
510	Cleaning & Janitorial	5,000.00		5,000.00	0.00
525	Gas & Oil	36,000.00		30,000.00	(6,000.00)
535	Uniforms	30,000.00		30,000.00	0.00
559	Operating Supplies	5,000.00		5,000.00	0.00
575	Training Supplies	1,000.00		1,500.00	500.00
596	Donation Expenditure	1,411.00		0.00	(1,411.00)
604	Professional Services-Medical	18,000.00		3,000.00	(15,000.00)
605	Telephone	1,800.00		2,000.00	200.00
630	Gas - Utility	5,000.00		4,000.00	(1,000.00)
631	Electricity	18,000.00		18,000.00	0.00
635	Repair & Maint - Building	10,000.00		20,000.00	10,000.00
638	Repair & Maint - Vehicles	30,000.00		32,250.00	2,250.00
639	Repair & Maint - Equipment	13,000.00		15,000.00	2,000.00
681	Travel & Training	25,000.00		25,000.00	0.00
682	Dues	2,000.00		1,000.00	(1,000.00)
698	Contracted Services	7,500.00		8,500.00	1,000.00
702	Equipment	5,000.00		0.00	(5,000.00)
703	Furn & Fixtures	7,000.00		3,500.00	(3,500.00)
704	Computer & Software	1,500.00		0.00	(1,500.00)
706	Grant Funded Equipment	0.00		9,020.00	9,020.00
799	Other Capital Outlay	3,000.00		3,000.00	0.00
		3,057,931.00		3,118,334.00	60,403.00

FY 2025
BUDGET WORKSHEET

001 GENERAL FUND
170 Recreation

Obj	Description	BUDGET FY 2024		BUDGET FY 2025	
411	Longevity	4,740.00		5,950.00	1,210.00
417	Cultural Services	344,000.00		307,600.00	(36,400.00)
425	Contractual Labor	5,000.00		50,000.00	45,000.00
460	PERS 17.9% / 18.4%	63,362.00		55,676.00	(7,686.00)
470	FICA & Medicare Match 7.65%	26,679.00		23,987.00	(2,692.00)
480	Group Insurance	84,684.00		84,097.00	(587.00)
491	Worker's Comp .37%, 4.78%	8,739.00		8,695.00	(44.00)
500	Office Supplies	2,500.00		2,500.00	0.00
502	Football League Supplies	12,000.00		13,000.00	1,000.00
503	Baseball League Supplies	10,000.00		10,000.00	0.00
504	Basketball League Supplies	5,000.00		6,000.00	1,000.00
510	Cleaning & Janitorial	6,200.00		7,000.00	800.00
511	Senior Center Supplies	3,000.00		3,500.00	500.00
512	Cruising the Coast	15,000.00		15,000.00	0.00
513	Events (Fireworks 2x)	25,000.00		41,000.00	16,000.00
520	Gardening (Beautification)	10,000.00		10,000.00	0.00
525	Gas & Oil	17,000.00		17,000.00	0.00
535	Uniforms	2,000.00		2,000.00	0.00
559	Operating Supplies	12,000.00		12,000.00	0.00
577	Repair & Maint Supplies - Fields	7,000.00		7,000.00	0.00
596	Donation Expend	10,000.00		0.00	(10,000.00)
605	Telephone	2,500.00		3,300.00	800.00
615	Advertising	2,000.00		2,000.00	0.00
628	Lighting Lease/Maint: BACOT	13,860.00		13,860.00	0.00
631	Electricity	25,000.00		25,000.00	0.00
634	Repair & Maintenance - Parks	10,000.00		10,000.00	0.00
635	Repair & Maintenance - Building	8,000.00		8,000.00	0.00
638	Repair & Maintenance - Vehicles	12,000.00		12,000.00	0.00
639	Repair & Maintenance - Equipment	15,000.00		15,000.00	0.00
642	Boys & Girls Club Support	10,550.00		10,550.00	0.00
645	Cultural Services	2,500.00		2,500.00	0.00
681	Travel & Training	1,000.00		1,000.00	0.00
682	Dues	200.00		200.00	0.00
698	Contracted Services	16,500.00		20,000.00	3,500.00
702	Equipment	15,400.00		1,500.00	(13,900.00)
704	Computer				0.00
799	Other Capital Outlay				0.00
		808,414.00		806,915.00	(1,499.00)

Men's Club $1000 Garden Club $500 MS Songwriters $1000

Sparklt $4200 Fosters $800 WPro $3600 GrandView $1200 Trees $9500 Misc $700

FY 2025
BUDGET WORKSHEET

001 GENERAL FUND
201 Streets

Obj	Description	BUDGET FY 2024		BUDGET FY 2025	
559	Operating Supplies	5,000.00		5,000.00	0.00
565	Signage	20,000.00		20,000.00	0.00
576	Road Repair & Maint Supplies	40,000.00		40,000.00	0.00
603	Prof Serv - Engineering	5,000.00		5,000.00	0.00
614	Prof Serv - Easement Acquisitions	5,000.00		5,000.00	0.00
629	Electricity: Signal Lights	12,000.00		13,000.00	1,000.00
633	Electricity: Street Lighting	97,800.00		100,000.00	2,200.00
637	Repr/Maint: Street Lights	20,000.00		20,000.00	0.00
672	Contractor Op & Maint Costs	400,000.00		402,100.00	2,100.00
678	Other Imps	0.00		0.00	0.00
679	Hwy 90 Median-Streetscape Maint	20,000.00		20,000.00	0.00
698	Contracted Services	50,000.00		45,000.00	(5,000.00)
751	Capital Outlay: Poles	60,000.00		0.00	
		734,800.00		675,100.00	(59,700.00)

Signal Repair 20,000 Trees 20,000 Misc 5,000

001 GENERAL FUND
205 Maintenance

Obj	Description	BUDGET FY 2024		BUDGET FY 2025	
411	Longevity	1,610.00		2,020.00	410.00
415	Fleet Maintenance	87,360.00		49,920.00	(37,440.00)
418	General Maintenance	105,040.00		136,760.00	31,720.00
460	PERS 17.9% / 18.4%	36,068.00		33,790.00	(2,278.00)
470	FICA & Medicare Match 7.65%	14,842.00		14,436.00	(406.00)
480	Group Insurance	50,707.00		58,152.00	7,445.00
491	Worker's Comp 3.32%, 4.73%	7,869.00		8,127.00	258.00
520	Landscaping Materials	0.00		0.00	0.00
525	Gas & Oil	5,000.00		5,000.00	0.00
535	Uniforms	8,000.00		8,000.00	0.00
559	Operating Supplies	7,000.00		7,000.00	0.00
560	Building Supplies	4,000.00		0.00	(4,000.00)
570	Motor Vehicle Repair Parts	7,000.00		7,000.00	0.00
586	General Maintenance	0.00		5,000.00	5,000.00
588	Welding Supplies	4,000.00		4,800.00	800.00
605	Telephone	2,500.00		2,000.00	(500.00)
635	Repair & Maintenance - Building	2,000.00		2,000.00	0.00
638	Repair & Maintenance - Vehicles	8,000.00		8,000.00	
639	Repair & Maintenance - Equipment	2,000.00		2,000.00	0.00
698	Contracted Services	5,000.00		5,000.00	
702	Machinery & Equip Forklift / Trlr	25,000.00			
721	Building Repairs/Imps AC	10,000.00			0.00
		392,996.00		359,005.00	(33,991.00)

001 GENERAL FUND
680 Debt Service

Obj	Description	BUDGET FY 2024		BUDGET FY 2025
828	SMPDD Town Coms #3 (2036)	41,130.00		41,130.00
830	Allen Road Widening (Jan 2037)	46,324.00		46,324.00
		87,454.00		87,454.00

FY 2025
BUDGET WORKSHEET

001 GENERAL FUND

900 Fund Transfers

Obj	Description	BUDGET FY 2024		BUDGET FY 2025	
969	Transfer to Other Funds	771,132.00		767,100.00	(4,032.00)
979	Transfer to Health Benefit Fund				0.00
		771,132.00		767,100.00	(4,032.00)

Transfer Debt Service Ad Valorem

F254	**2019 GO Bond**	**$297,732**	incs 3250 fees
F255	**2020 REFI GO**	**$469,368**	incs 2250 fees

Other Transfers / Matches

General Fund Totals

		BUDGET FY 2024		BUDGET FY 2025	
	General Fund Revenues	12,478,213.00		12,000,622.00	
	Expenditures:				
001	Legislative	246,854.00		246,854.00	
010	City Court	350,763.00		484,096.00	
021	City Manager	282,800.00		147,300.00	
022	Human Resources	76,969.00		76,701.00	
030	Elections	0.00		30,000.00	
040	City Clerk	510,208.00		500,258.00	
060	City Attorney	175,000.00		150,000.00	
090	Economic Dev - Planning	520,795.00		522,794.00	
092	Building & General Expenses	1,297,845.00		1,244,074.00	
094	Grants & Projects Adminn	233,964.00		240,376.00	
100	Police	4,549,148.00		4,255,039.00	
161	Fire	3,057,931.00		3,118,334.00	
170	Recreation	808,414.00		806,915.00	
201	PW: Streets	734,800.00		675,100.00	
205	PW: Maintenance	392,996.00		359,005.00	
680	Debt Service	87,454.00		87,454.00	
900	Interfund Transfers	771,132.00		767,100.00	
556	Contingency				
	General Fund Expenditures	14,097,073.00		13,711,400.00	
	Total Operating Expenditures	12,930,778.00		12,498,615.00	
	Total Capital Outlay Expenditures	171,500.00		222,020.00	
	Total Debt Service	223,663.00		223,665.00	
	Total Transfers Out	771,132.00		767,100.00	
	Check Total	14,097,073.00		13,711,400.00	
	Personnel	9,289,832.00		9,022,601.00	
	Supplies	686,211.00		703,050.00	
	Other Services	2,954,735.00		2,772,964.00	
	Capital Outlay	171,500.00		222,020.00	
	Debt Service	223,663.00		223,665.00	
	Interfund Transfers for DS	771,132.00		767,100.00	
	Check Total	14,097,073.00		13,711,400.00	
	Cash Balance				
	Beginning Cash Balance	4,800,000.00		4,600,000.00	
	General Fund Revenue	12,478,213.00	(1,618,860.00)	12,000,622.00	(1,710,778)
	General Fund Expenditures	14,097,073.00		13,711,400.00	
	Remaining Cash Balance	3,181,140.00		2,889,222.00	
	Ending Cash Balance	3,181,140.00		2,889,222.00	

FY 2025
BUDGET WORKSHEET

ENTERPRISE FUND

400 WATER & SEWER UTILITY
000 Revenue

Obj	Description	ORIGINAL BUDGET FY 2024		BUDGET FY 2025	Difference
268	JCBS Inter Local Funds	0.00		0.00	
320	Insurance Refunds				
331	Interest from Bank Accounts	6,000.00		10,000.00	4,000.00
353	Surplus Property				0.00
355	Collections	2,000.00		0.00	(2,000.00)
359	Other Revenue	320,000.00		350,000.00	30,000.00
360	Water Payments **10%**	4,240,000.00		4,240,000.00	0.00
362	Service Connections	80,000.00		80,000.00	0.00
363	Sewer Payments **30.4%**	2,586,005.00		2,580,000.00	(6,005.00)
366	Wastewater Treatment Pmts **30%**	2,960,370.00		2,950,000.00	(10,370.00)
367	Demand Fee	0.00		0.00	0.00
369	Capacity Fee	547,000.00		545,000.00	(2,000.00)
370	FEMA/MEMA Reimbursement				0.00
373	Sewer Inspection Fees	0.00		0.00	0.00
377	Sales Tax Payments	100,000.00		100,000.00	0.00
380	Transfers In				0.00
390	Loan Proceeds				0.00
		10,841,375.00		10,855,000.00	13,625.00

400 WATER & SEWER UTILITY
500 Contingencies

Obj	Description	BUDGET FY 2024		BUDGET FY 2025	
900	Emergency Funds	200,000.00		200,000.00	0.00

400 WATER & SEWER UTILITY
650 Administrative

Obj	Description	BUDGET FY 2024		BUDGET FY 2025	
410	Utility Billing Salaries	285,296.00		286,000.00	704.00
411	Longevity	4,760.00		4,930.00	170.00
444	Meter Reader Crew	79,040.00		111,280.00	32,240.00
460	PERS 17.9%, 18.4%	68,300.00		71,908.00	3,608.00
470	FICA & Medicare Match 7.65%	28,236.00		30,769.00	2,533.00
480	Group Insurance	90,997.00		87,361.00	(3,636.00)
491	Worker's Comp .37% , 3.65%	3,941.00		5,120.00	1,179.00
500	Office Supplies	5,000.00		5,000.00	0.00
510	Cleaning & Janitorial	1,000.00		1,000.00	0.00
525	Gas & Oil	12,000.00		10,000.00	(2,000.00)
535	Uniforms	1,000.00		1,000.00	0.00
559	Operating Supplies	2,000.00		2,000.00	0.00
586	General Maintenance	2,000.00		2,000.00	0.00
601	Prof Services (Cogent)	92,000.00		93,000.00	1,000.00
602	Legal Fees	5,000.00		5,000.00	0.00
603	Prof Service - Engineering	30,000.00		30,000.00	0.00
605	Telephone incs meter rdr cells	4,000.00		5,000.00	1,000.00
606	Info Services - TYLER	0.00		45,000.00	45,000.00
607	Postage	500.00		500.00	0.00
625	Insurance	75,000.00		85,000.00	0.00
635	Building Maint - repl ceiling	5,000.00		10,000.00	5,000.00
638	Repair & Maintenance - Vehicles	6,000.00		6,000.00	0.00
639	R & M - Equipment	1,000.00		3,000.00	2,000.00
656	Shortage / Overage	500.00		500.00	0.00
671	Sales Tax Payable	100,000.00		110,000.00	10,000.00
672	Contractor Admin Fees	2,853,000.00		2,312,621.00	(540,379.00)
681	Travel & Training	0.00		500.00	500.00
682	Dues	200.00		200.00	0.00
698	Contracted Services	116,200.00		75,000.00	(41,200.00)
702	Equipment	15,000.00		0.00	(15,000.00)
703	Furniture & Fixtures	1,000.00		1,000.00	0.00
704	Computer & Software	3,000.00		3,000.00	0.00
721	Other Imps	30,000.00		20,000.00	(10,000.00)
		3,920,970.00		3,423,689.00	(507,281.00)

Arista 56,500 Answering Serv 8,000 RJY 3,000 Sparklight 2,500 Misc 5,000

*Contractor mthly pmt **$192,718.42** rounded up*

FY 2025
BUDGET WORKSHEET

400 WATER & SEWER UTILITY
651 Water & Sewer O & M

Obj	Description	BUDGET FY 2024		BUDGET FY 2025	
581	Water System Mnt Supplies	100,000.00		125,000.00	25,000.00
582	Ionization Plant Supplies	15,000.00		15,000.00	0.00
583	Sewer System Mnt Supplies	60,000.00		80,000.00	20,000.00
584	Lift Station Mnt Supllies	80,000.00		100,000.00	20,000.00
585	Dirt/Rap/Limestone	35,000.00		35,000.00	0.00
603	Engineering (specific projects)	72,200.00		0.00	(72,200.00)
616	Legal Settlements	0.00		0.00	0.00
631	Electricity	265,000.00		310,000.00	45,000.00
668	JCUA - Wastewater Treatment	2,680,872.00		3,077,532.00	396,660.00
669	Water Tank Repair/Maint	75,000.00		87,400.00	12,400.00
683	Inflo & Infiltration/Drainage	150,000.00		150,000.00	0.00
698	Contracted Services	130,000.00		130,000.00	0.00
709	Meters	40,000.00		40,000.00	0.00
712	Water Well / Plant Upgrades	75,000.00		75,000.00	0.00
713	Lift Station Upgrades	25,000.00		25,000.00	0.00
721	Other Imps	15,000.00		20,000.00	5,000.00
767	SCADA Improvements	0.00		0.00	0.00
		3,818,072.00		4,269,932.00	451,860.00

Water Quality $25,000 Mission Servs $45,000 Serv Generators $5,000
MS811 $6,500 Micromethods $6,000 Waste Mgt $25,000 Misc $17,500

**2024-2026: 87,400 2027-2028: 88,800 annually*

400 WATER & SEWER UTILITY
680 Debt Service

Obj	Description	BUDGET FY 2024		BUDGET FY 2025	
803	Annual Fees - Bonds	7,500.00		7,500.00	0.00
818	Bond Principal - 2013/2020 Series	214,000.00		216,000.00	2,000.00
819	Bond Interest - 2013/2020 Series	39,795.00		36,050.00	(3,745.00)
821	State Loans #3 sewer rehab 7mo	94,530.00		55,144.00	(39,386.00)
822	State Loans #4 hwy 90/57	239,615.00		239,615.00	0.00
823	State Loan #5 Allen Road	25,800.00		25,800.00	0.00
824	State Loan #6 Old Spanish Trail	45,190.00		45,190.00	0.00
825	SRF Ln #7 C280879-02-2	115,992.00		115,992.00	0.00
831	Energy Services/Water Meters	287,450.00		287,450.00	0.00
		1,069,872.00		1,028,741.00	(41,131.00)

400 WATER & SEWER UTILITY
900 Transfers

Obj	Description	BUDGET FY 2024		BUDGET FY 2025	
950	To F250/F252 18-19 Bond DS	672,000.00		672,000.00	0.00
950	To F251/F253 18-19 Bond DSR	20,000.00		20,000.00	0.00
950	To F256 S2023 GO Note (equip)	0.00		374,314.00	374,314.00
958	To Capital Projects	0.00		0.00	0.00
985	Transfer to General Fund	1,100,000.00		1,100,000.00	0.00
		1,792,000.00		2,166,314.00	374,314.00

FY 2025
BUDGET WORKSHEET

ENTERPRISE FUND

Water & Sewer Utility Fund Totals	BUDGET FY 2024		**BUDGET FY 2025**	
Utility Fund Revenues	**10,841,375.00**		**10,855,000.00**	13,625.00
Contingencies	**200,000.00**		**200,000.00**	0.00
Administration	**3,920,970.00**		**3,423,689.00**	(497,281.00)
Water & Sewer O & M	**3,818,072.00**		**4,269,932.00**	451,860.00
Debt Service	**1,069,872.00**		**1,028,741.00**	(41,131.00)
Transfers	**1,792,000.00**		**2,166,314.00**	374,314.00
Utility Fund Expenditures	**10,800,914.00**		**11,088,676.00**	287,762.00
Total Operating Expenditures	***7,735,042.00***		***7,709,621.00***	(25,421.00)
Total Capital Outlay Expenditures	***204,000.00***		***184,000.00***	(20,000.00)
Total Debt Service	***1,069,872.00***		***1,028,741.00***	(41,131.00)
Total Interfund Transfers	***1,792,000.00***		***2,166,314.00***	374,314.00
Check Total	***10,800,914.00***		***11,088,676.00***	287,762.00
Contingencies	***200,000.00***		***200,000.00***	0.00
Personnel	***560,570.00***		***597,368.00***	36,798.00
Supplies	***313,000.00***		***376,000.00***	63,000.00
Other Services	***6,661,472.00***		***6,536,253.00***	(125,219.00)
Capital Outlay	***204,000.00***		***184,000.00***	(20,000.00)
Debt Service	***1,069,872.00***		***1,028,741.00***	(41,131.00)
Interfund Transfers	***1,792,000.00***		***2,166,314.00***	374,314.00
Check Total	***10,800,914.00***		***11,088,676.00***	287,762.00
Cash Balance				
Beginning Cash Balance	***2,000,000.00***		***3,000,000.00***	
Water Utility Fund Revenue	***10,841,375.00***	**40,461**	***10,855,000.00***	**(233,676)**
Water Utility Fund Expenditures	***10,800,914.00***		***11,088,676.00***	
Ending Cash Balance	***2,040,461.00***		***2,766,324.00***	

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting: August 20, 2024
Title: Approval of water and sewer adjustments for September 2024 in the amount of $9,664.82

Introduced by:
Contact Person/Telephone Ramona Morgan 497- 8000

Summary Explanation: Approval of water and sewer adjustments for September 2024 in the amount of $9,664.82

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated September 2024 in the amount of $9,664.82 is hereby approved.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 3, 2024.

	SEPTEMBER 2024 UTILITY ADJUSTMENTS							
	THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
		100	400	195	130	800		REASON FOR
CUSTOMER NAME	ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
	003-11301-001	295.43	595.53	105.00			995.96	Under Slab
	003-13501-003		169.19	35.00			204.19	Pool Fill
	011-01501-000		22.42				22.42	Pool Fill
	013-42801-012		88.44	35.00			123.44	Pool Fill
	015-00501-013	1,515.70	2,007.05	35.00			3,557.75	Theft of Utilities
	019-47801-000		33.86				33.86	Pool Fill
	035-05901-004		169.18				169.18	Pool Fill
	035-14051-001		627.75		425.00	29.75	1,082.50	Behind Walls
	047-22801-002		264.86				264.86	Pool Fill
	050-05801-000		245.82				245.82	Pool Fill
	053-10101-001		54.95	70.00			124.95	Pool Fill
	053-10501-001		35.06				35.06	Pool Fill
	056-02921-001		74.47				74.47	Pool Fill
	062-24701-002	46.41	98.21				144.62	Under Slab
	074-01901-006	74.71	176.16	70.00			320.87	Behind Walls
	074-07201-003		50.85				50.85	Pool Fill
	077-09201-000		160.14	35.00			195.14	Pool Fill
	080-06001-004	170.03	407.40	35.00			612.43	Line in yard
	080-11001-000		349.32				349.32	Pool Fill
	080-22401-000	265.54	351.62				617.16	Theft of Utilities
	080-24201-001		88.57				88.57	Pool Fill
	095-16301-004		46.27				46.27	Behind Walls
	102-07201-000	69.07	91.46				160.53	Theft of Utilities
	137-04101-001		144.60				144.60	Pool Fill
	TOTAL	2,436.89	6,353.18	420.00	425.00	29.75	9,664.82	
	COMPLETED							

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:	**September 3, 2024**
Title:	**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: Bordis & Danos - $500 (BronzeSponsor) and Community Bank - $500 (Bronze Sponsor)

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

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 Bronze Sponsor – Bordis & Danos ($500) and Bronze Sponsor – Community Bank ($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 Bordis & Danos ($500), and Community Bank ($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 September 3, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 08/27/2024
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 –12, 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. Bronze Sponsor-$500- Bordis & Danos
2. Bronze Sponsor-$500- Community Bank

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 Bordis.Danos and Community Bank

4382

Bordis & Danos, PLLC
1215 Government Street
Ocean Springs, MS 39564
(228)-215-1367

Regions
811 Bienville Blvd.
Ocean Springs, MS 39564

85-543/653

8/15/2024

PAY TO THE ORDER OF City of Gautier $ **500.00

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

Paula Yancey
City Manager
City of Gautier
3330 Highway 90
Gautier, MS 39553

MEMO Cruising the Coast

AUTHORIZED SIGNATURE

MP

Security features included. Details on back.

SECURE DOCUMENT SQUARE IMAGES FADE WHEN HEAT IS APPLIED

1042380

Date	Invoice Number	Account	Branch	Description	Amount
8/9/2024	Sponsorship	570100	206	203/206	500.00

Amount Due: 500.00 W/H Amount: 0.00 Net Amount: 500.00

THIS DOCUMENT HAS A TRUE WATERMARK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

153187 / M 8106826-F

EXPENSE CHECK

COMMUNITY BANK
1905 COMMUNITY BANK WAY, SUITE 7, FLOWOOD, MS 39232

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.
PO BOX 9476, MINNEAPOLIS, MN 55480
DRAWEE: BOKF, NA
EUFAULA, OK

49-55
1031
1042380

DATE 8/13/2024

FIVE HUNDRED and 00/100**********

AMOUNT $500.00

PAY TO THE ORDER OF
CITY OF GAUTIER
PO BOX 670
GAUTIER, MS 39553-0670

DRAWER: COMMUNITY BANK

Daniel Rankin MP
AUTHORIZED SIGNATURE

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:	**September 3, 2024**
Title:	**Approval of the agreement between the City of Gautier and Unfazed Show and Band**
Introduced by:	
Contact Person/Telephone	**Chassity Bilbo 497-8000**

Summary Explanation: Approval of the Agreement between the City of Gautier and Unfazed Show and Band in the amount of $4,500, including a deposit in the amount of $500, for the 2024 Cruisin' Through the Decades event to be held October 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, the City will host its annual Cruisin' Through the Decades Event on October 6, 2024; and

WHEREAS, the Cruisin' event will include classic cars, food trucks, drive-in movie, and a local show band; and

WHEREAS, Unfazed Show and Band has offered to perform this entertainment for a price of $4,500.00, including a deposit in the amount of $500, pursuant to the attached contract; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the contract agreement with Unfazed Show and Band 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 September 3, 2024.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Chassity Bilbo, Recreation Director
Date:	08/27/2024
Subject:	Approval of an agreement between the City of Gautier and Unfazed Show and Band for the 2024 Cruisin' Through The Decades Event

---

REQUEST:
The Recreation Director requests that City Council approve the attached agreement between the City of Gautier and Unfazed Show and Band in the amount of $4,500 including a deposit in the amount of $500 for the 2024 Cruisin' Through The Decades event to be held October 6, 2024.

BACKGROUND:
The 28th Annual Cruisin' the Coast will be held Oct. 6 – 12, 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 on the local businesses within the City of Gautier.

DISCUSSION:
The City of Gautier's Cruisin' event will include classic cars, food trucks, drive-in movie and a local show band. Unfazed Show & Band draws a crowd wherever they perform and is known across the Mississippi Gulf Coast as a band that provides fun entertainment through melodic sounds and music from all genres. Funding for this event will come from local sponsors.

RECOMMENDATION:
The Recreation Director recommends that City Council approve the attached agreement between the City of Gautier and Unfazed Show and Band for the 2024 Cruisin' Through The Decades event.

The City Council may:
1. Approve the attached agreement between the City of Gautier and Unfazed Show and Band; or
2. Not approve the attached agreement between the City of Gautier and Unfazed Show and Band

ATTACHMENTS:
1. Unfazed Show and Band Agreement

UNFAZED SHOW & BAND

BINDER & PERFORMANCE CONTRACT AGREEMENT

Date: Aug / 22 / 2024

Performance Date Oct / 6 / 2024 Performance Location: Gautier Mall Parking Lot

Performance Address (Including City, State, Zip Code) : Gautier, Ms

Arrival Time: Tbd a.m./p.m. Event Start Time: 1 a.m./p.m. Event End Time 5 a.m./p.m.

Company: City of Gautier Company Telephone#: ( )

Address (Include City, State, Zip Code) :

Contact Person: Chassity Bilbo Contact Telephone #: (

Total Cost: $ $4500

Deposit Amount (1/2 Total): $ N/A

Balance Due: $ $4500

Once this contract has been signed by both parties this contract becomes a legally binding and enforceable contract. We, Unfazed Show & Band, LLC will perform on this 6 day of October, year 2024

Special Conditions:

Client Signature Date

Print Client Name

Keith Brumfield

UnFazed Show & Band Music Rep Aug 22,2024

Date

Signature UnFazed Show & Band Music Rep.

Name

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:	**September 3, 2024**
Title:	**Authorization to submit a letter to the Jackson County Board of Supervisors recommending the appointment of Chief David Bever to the Jackson County 911 Commission**
Introduced by:	
Contact Person/Telephone	**Chief David Bever 497-8000**

Summary Explanation: Authorization to submit a letter to the Jackson County Board of Supervisors recommending Chief David Bever to the Jackson County 911 Commission.

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 Jackson County 911 Commission is made up of representatives from local county fire and police agencies, along with Office of Emergency Services, ambulance and citizen representatives; and

WHEREAS, the Commission provides overall guidance to the 911 coordinator, and establishes program priorities and approval of spending for 911 operations; and

WHEREAS, the current appointee representing the City of Gautier is no longer employed by the City; and

WHEREAS, the City Council hereby finds that submitting a letter to the Jackson County Board of Supervisors recommending the appointment of Chief David Bever to the Jackson County 911 Commission is in the best interest of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the submission of a letter to the Jackson County Board of Supervisors to recommend Chief David Bever to the Jackson County 911 Commission is hereby authorized and approved.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting September 3, 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

September 3, 2024

Re: Appointment of Chief David Bever to the Jackson County 911 Commission

Dear Jackson County Board of Supervisors:

The City of Gautier requests the consideration of appointing Chief David Bever to the Jackson County 911 Commission. The current appointee representing the City of Gautier is no longer employed by the City. With Chief Bever's expertise, the City of Gautier believes he would be an excellent asset for the Jackson County 911 Committee.

Thank you in advance for your consideration of this appointment.

Sincerely,

Paula N Yancey

Paula N. Yancey
City Manager

Phone: (228) 497-8000
Fax: (228) 497-8028

www.gautier-ms.gov

3330 Highway 90
Gautier, MS 39553

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:	**September 3, 2024**
Title:	**Authorization to enter into a Memorandum of Understanding (MOU) with Jackson County for Housing Prisoners**
Introduced by:	
Contact Person/Telephone	**Paula Yancey 497-8000**

Summary Explanation: Authorization to enter into a Memorandum of Understanding (MOU) with Jackson County for Housing Prisoners

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, this agreement is to provide a more cost effective method of housing prisoners of the City by housing said prisoners in the Jackson County Adult Detention Center; and

WHEREAS, Title 47, Chapter 1, Section 39 of the Mississippi Code 1972, as amended, authorizes the governing authorities of a municipality to contract with the Board of Supervisors to house City prisoners in the County jail; and

WHEREAS, the City will pay the County fifty-five dollars ($55) per day per City prisoner; and

WHEREAS, the Mayor and Council Members hereby find that entering into the Memorandum of Understanding with Jackson County for housing City prisoners 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 the Memorandum of Understanding (MOU) between Jackson County and the City of Gautier is hereby approved.

IT IS FURTHER ORDERED that the City Manager, Police Chief, 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 September 3, 2024.

MEMORANDUM OF UNDERSTANDING
BETWEEN JACKSON COUNTY, MISSISSIPPI AND
THE CITY OF GAUTIER, MISSISSIPPI
FOR HOUSING OF MUNICIPAL PRISONERS

This Memorandum of Understanding (hereinafter "MOU" and/or "Agreement") is made between the City Council for the City of Gautier, Mississippi (hereinafter "the City") and the Board of Supervisors of Jackson County, Mississippi (hereinafter "the County"). The City and the County do hereby enter into this MOU, effective October 1, 2024, and hereby fix the specifications of such as Agreement as follows:

1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide a more cost effective method of housing prisoners of the City by housing said prisoners in the Jackson County Adult Detention Center which is owned, operated and maintained by the County, and to compensate the County for said housing; and under this Agreement the City shall adequately compensate the County for the housing of said prisoners.

For the purposes of this Agreement, "City prisoners" are classified as those prisoners the City would normally have the responsibility for housing. "County prisoners" are those being held for felony offenses who are either awaiting Grand Jury action or trial.

2. DURATION OF THE AGREEMENT

The duration of this Agreement, unless otherwise terminated under the terms hereof, shall be concurrent with the terms of the Board of Supervisors.

3. TEMPORARY SUSPENSION OF SERVICES

In the event that the Adult Detention Center is over capacity, the County reserves the right to suspend taking City prisoners, and/or return City prisoners the County is housing to the City, until

such time as there is available space to accommodate acceptance of those prisoners.

4. TERMINATION OF THE AGREEMENT

As not to bind successors in office, after each occasion a successor Jackson County Board of Supervisors or a City of Gautier City Council assumes office, said Board or Council, within sixty days (60) of taking office, may terminate this Agreement without cause.

In addition, either the County or the City may terminate this Agreement at any time without cause upon providing thirty (30) days written notice to the other party.

Written notice to the County shall be mailed to:

President, Jackson County Board of Supervisors
Post Office Box 998
Pascagoula, MS 39568-0998

Written notice to the City shall be mailed to:

Mayor, City of Gautier
3330 Highway 90
Gautier, MS 39553

5. THE AUTHORITY FOR POWERS CONFERRED BY THIS AGREEMENT

The authority for the City to operate any agency for maintaining law and order and for the protection of its citizens is contained in Title 21, Chapter 21, Section 1, *et seq*. and Title 21, Chapter 19, Section 1, *et seq*., of the Mississippi Code of 1972, as amended.

The Board of Supervisors of Jackson County, Mississippi, has authority to assist law enforcement in the County through funding of the Sheriff's Department as provided in Title 19, Chapter 25, Section 13, of the Mississippi Code of 1972, as amended.

Title 47, Chapter 1, Section 39 of the Mississippi Code of 1972, as amended, authorizes the governing authorities of a municipality to contract with the Board of Supervisors to house City

prisoners in the County jail.

House Bill 35 (Local & Private 2002 Reg. Session), authorizes the Board of Supervisors of Jackson County and incorporated municipalities within Jackson County to share governmental equipment, manpower, services, and resources upon such terms and conditions as they may mutually agree.

The City confers upon County the authority to house City prisoners arrested in the City of Gautier, Mississippi.

6. COMPENSATION

The City shall, unless modified by agreement of both parties in writing, pay the County the sum of Fifty-five Dollars ($55.00) per day per City prisoner being housed in the County facility. A day is defined as any twenty-four hour period or a fraction thereof. In addition, the City shall be financially responsible for all medical expenses of the City prisoners, including but not limited to, all medical treatment and medications.

The employees of the Sheriff's Department will prepare monthly statements for funds owed the County by the City under this Agreement and the City shall remit to the County all of the funds owed within forty-five (45) days of the statement date.

In any year the County determines an adjustment is warranted in the price per day the County charges for having City prisoners, the Director of the Adult Detention Center may renegotiate the price with the Gautier City Manager, between August 1 and September 15 of said year, subject to the final approval of the price by the Board of Supervisors and City Council. Any modification to the daily price will be considered an amendment to this Agreement and must be in writing.

7. ORGANIZATION, COMPOSITION, NATURE AND POWERS

No new agency or department shall be created to carry out the duties imposed under this Agreement since proper agencies and departments are already in place to carry out the powers set forth herein.

City prisoners will be accepted at the Jackson County Adult Detention Center at the discretion of the ranking officer on duty at the said Adult Detention Center when the prisoner is presented for intake. City prisoners that are housed at the Center will be housed under the policies and guidelines of the Jackson County Sheriff's Department and the Jackson County Adult Detention Center.

8. EQUIPMENT, ACQUISITION AND DISPOSAL

No equipment, real estate or interest in real estate will be acquired under the terms of this Agreement.

9. PROVISIONS FOR ADMINISTRATION

The terms of the Agreement, unless otherwise specified, shall be carried out by the Chief of Police of the City of Gautier, Mississippi and the Sheriff of Jackson County, Mississippi, their officers, deputies and employees.

10. DEFENSE OF ACTIONS AND LAWSUITS

The City shall be responsible for any liability or damages of any type which may arise from any act or omission of the City or its staff, administrators, employees and/or officers. Likewise, the County shall be responsible for any liability or damages of any type which may arise from any act or omission of the County or its staff, administrators, employees and/or deputies.

The termination of this Agreement will not relieve the City of Gautier of its responsibilities

under this section for any incident which occurred or is alleged to have occurred during the term of this Agreement.

11. ADDITIONAL DUTIES

The City shall be responsible for transporting City prisoners to and from the Jackson County Adult Detention Center for all purposes, including, but not limited to, for all court appearances, hospital visits, doctor and dentist visits.

The City shall be responsible for providing security for City prisoners that require hospitalization, as well as providing security for those City prisoners at any time they are required to be absent from the Adult Detention Center.

12. AMENDMENTS

Any amendments to this Agreement shall be in writing and approved by the appropriate resolutions of the governing authorities of both the City and the County.

13. SAVING CLAUSE

In the event any portion of this Agreement is determined by a Court to be invalid, that decision shall not affect the remaining portions of the Agreement.

IN WITNESS WHEREOF, the parties have caused the execution and delivery of this Agreement on this the _____ day of September, 2024.

Jackson County, Mississippi

By: _____
President, Board of Supervisors

Attest:

_____
Clerk of the Board

City of Gautier, Mississippi

By: _____
Mayor

Attest:

_____
City Clerk

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:	**September 3, 2024**
Title:	**Authorization to enter into a Memorandum of Understanding (MOU) with the Mississippi Office of Homeland Security to accept funding for the Gautier Fire Department**
Introduced by:	
Contact Person/Telephone	**Kim Saucier 497-8000**

Summary Explanation: Authorization to enter into a Memorandum of Understanding (MOU) with the Mississippi Office of Homeland Security to accept MOHS funding for the Gautier Fire Department for an equipment purchase in an amount not to exceed $9,020.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the City of Gautier Fire Department was awarded $9,020 in Mississippi Office of Homeland Security funding for the purchase of swift-water life-saving equipment; and

WHEREAS, the water rescue dry suits and water rescue supplies will allow the Gautier Fire Department to respond and mitigate incidents on the area's waterways; and

WHEREAS, a Memorandum of Understanding is required in order for the Gautier Fire Department to accept the funds; and

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

IT IS HEREBY ORDERED by the Mayor and Member of the Council of the City of Gautier, Mississippi, that entering into a Memorandum of Understanding (MOU) with the Mississippi Office of Homeland Security is hereby approved.

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

Motion made by **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 September 3, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kimberly Compton Saucier, Grants & Projects Director

Date: August 26, 2024

Subject: MOHS – Mississippi Office of Homeland Security FY24 Grant Acceptance-Gautier Fire Department

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REQUEST:
The Grants and Projects Department requests City Council authorization to enter into a Memorandum of Understanding with the Mississippi Office of Homeland Security to accept MOHS funding for the Gautier Fire Department for equipment purchase in an amount not to exceed $9,020.

BACKGROUND:
In Fiscal Year (FY) 2024, the U.S. Department of Homeland Security (DHS) is providing $1.008 billion to enhance the ability of state, local, tribal, and territorial governments to prevent, prepare for, protect against, and respond to potential terrorist acts and other hazards.

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

DISCUSSION:
The Gautier Fire Department was awarded $9,020 in MOHS funding to purchase swift-water life-saving equipment. The water rescue dry suits, and water rescue supplies will allow the Gautier Fire Department to respond to and mitigate incidents on the area's waterways.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council authorize entering into a Memorandum of Understanding with the Mississippi Office of Homeland Security to accept (MOHS) funding for the Gautier Fire Department equipment purchase in an amount not to exceed $9,020.

The City Council may:

1. Approve acceptance of the grant award as presented; or
2. Not approve acceptance of the grant award as presented.

ATTACHMENT(S):

1. Grant Agreement

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

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

Sub-Recipient Name: **Gautier Fire Department**

Project Title: HOMELAND SECRUITY GRANT PROGRAM

Grant Period: 9/1/2024-8/31/2027 **Date of Award: 9/1/2024**

Total Amount of Award: **$9,020.00** **Grant Number:** **24HS192**

In accordance with the provisions of Federal Fiscal Year 2024 Homeland Security Grant Program, the Mississippi Office of HomelandSecurity (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is EMW-2024-SS-00. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **October 15, 2024**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

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

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal lawsand regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly

authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

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

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Signature of Authorized Signatory Official

9/11/24

Signature of MOHS Executive Director/SAA

MISSISSIPPI OFFICE OF HOMELAND SECURITY

FY24 HOMELAND SECURITY GRANT PROGRAM
GRANT AGREEMENT AND AWARD PACKET

FY24 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

1. Sub-Recipient's Name: **Gautier Fire Department** Mailing Address: **3330 HWY 90** **Gautier, MS 39553** Telephone Number: **(228) 497-8000** E-Mail: **ksaucier@gautier-ms.gov**	2. Effective Date of Grant: September 1, 2024 3. Sub-Recipient Grant Number: **24HS192** 4. Grant Identifier (Funding Source & Year): EMW-2024-SS 5. Period of Performance: Start and End Dates: September 1, 2024-August 31, 2027 6. Subgrant Payment Method: ___ Cost Reimbursement Method

7. CFDA # - 97.607- Homeland Security Grant Program	8. UEI # - **NNHKF6JZHN65**	9. Congressional District: **MS04**
10. FAIN #: 646000779	11. Initial Federal Award Date: September 1, 2024	12. Federal Awarding Agency: Homeland Security (800)368-6498
13. Research and Development Grant: ____Yes __X__No	14: Indirect Cost Rate Charged: $0.00	

15. The following grant funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	**$0.00**	(1) Federal	**$9,020.00**	$0.00	100%
(2) Personal Services-Fringe	**$0.00**	(2) State	$0.00	$0.00	0%
(3) Contractual Services	**$0.00**	(3) Local	$0.00	$0.00	0%
(4) Travel/Training	**$0.00**	(4) Other	$0.00	$0.00	0%
(5) Equipment	**$7,560.00**	Total:	**$9,020.00**	$0.00	100%
(6) Commodities/Supplies	**$1,460.00**	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Other	**$0.00**	Number of Grants:	**FY21**	**FY22**	**FY23**
TOTAL	**$9,020.00**	TOTAL:	**$0.00**	**$0.00**	**$0.00**

The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; Agreement of Understanding and Compliances, and all required documentation. All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.

14. Approval from Grantee: 9/11/24 Signature Date Name: Baxter Kruger Title: MOHS Executive Director/SAA	15. Approval from Sub-Recipient: Signature Date Name: Title: Authorized Signatory Official

FY24 HOMELAND SECURITY GRANT PROJECT DESCRIPTION

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

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

FY24 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES

PROJECT:

The following project will:

- Prevent a threatened or actual threat of terrorism.
- Protect citizens, residents, visitors and assets against the threats that pose the greatest risk to the security of the United States.
- Mitigate the loss of life and property by lessening the impact of future catastrophic events.
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.

GOAL:

Increase jurisdiction participation with multi-level intelligence components and capabilities to assist agencies to prevent, protect against, respond to, and recover from terrorism incidents and attacks.

OBJECTIVES:

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

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts. Increase jurisdiction capabilities by reducing vulnerabilities and risks against terrorism incidents.

OBJECTIVES:

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

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

FY24 PROGRAM MILESTONE SCHEDULE

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

1st QUARTER (SEPTEMBER, OCTOBER & NOVEMBER)

- Send the full Grant Agreement with Appendix documents, with authorized signatory signatures to MOHS.
- Complete and submit Environmental Historic Preservation (EHP) Form to MOHS (If required). Please include the EHP form and photographs of the outside of the building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not already completed. A copy must be in the Agency file.
- Complete the Nationwide Cybersecurity Review (NCSR) Assessment and submit completion documentation for the MOHS.
- Complete Memorandum of Understanding and Consent form for State and Local Cybersecurity Grant Program participation.
- Provide Sub-Recipient MAGIC Vendor Number where funds will be disbursed. Funds will be advanced and/or reimbursed to the MAGIC Vendor Number agency provides. It is the agency's responsibility to notify the MOHS of any account changes.
- Solicit quotes and/or bids for equipment. (If equipment is over $5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during the 1st quarter for the grant year.
- Begin preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS **December 15th**.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

2nd QUARTER (DECEMBER, JANUARY & FEBRUARY)

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

3RD QUARTER (March, APRIL & MAY)

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

4th QUARTER (June, July, and August)

- Submit **4th** Quarter Report to MOHS. Due **September 15**.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of **1st Supplemental Report**. (**Sept 1-Nov 30**). Due to MOHS **December 15**.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

CLOSEOUT (September 1-October 1)

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

FY24 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: Gautier Fire Department			
2. Sub-Recipient Grant Number: 24HS192	3. Grant ID:	4. Beginning: September 1, 2024	5. Ending: August 31, 2025
6. Activity: Homeland Security Grant Program			

7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary		$0.00	$0.00	$0.00
Personal Services-Fringe		$0.00	$0.00	$0.00
Contractual Services		$0.00	$0.00	$0.00
Travel/Training		$0.00	$0.00	$0.00
Equipment	(4) Water Rescue Dry Suits @ $1,890.00 = $7,560.00	$7,560.00	$0.00	$7,560.00
Commodities/Supplies	Water Rescue Supplies (To include, but not limited to Helmets, Slrobe, Gloves, Throw Bags, & Equipment Bags = $1,460.00	$1,460.00	$0.00	$1,460.00
Other:		$0.00	$0.00	$0.00

TOTALS	$9,020.00	$0.00	$9,020.00

MISSISSIPPI OFFICE HOMELAND SECURITY
GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

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

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

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

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

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

Federal Terms and Conditions:

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2023 Department of Homeland Security Standard Terms and Conditions, can be found at: https://www.dhs.gov/publication/dhs-standard-terms-and-conditions.

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

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

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

B. Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. General Acknowledgements and Assurances

All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.
V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs- civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

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

II. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

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

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

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

IX. Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a

lobbying certification form as described in Appendix A to 6C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

XXIV. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXVI. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXIX. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXX. Reporting Subawards and Executive Compensation

For federal awards that equal or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

i. 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;

ii. 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

iii. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

(a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
   (1) applying the domestic content procurement preference would be inconsistent with the public interest;
   (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
   (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXIII. Terrorist Financing
Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)
Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106- 386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
XXXV. Universal Identifier and System of Award Management
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
XXXVI. USA PATRIOT Act of 2001
Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
XXXVII. Use of DHS Seal, Logo and Flags
Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
XXXVIII. Whistleblower Protection Act
Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; Drug-Free Workplace Requirements; Procurement; Organizational and Financial Requirement; following Sub-Recipient Procedures: Disclosures: Disclosure of Information and Conflict of Interest

Sub-Recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-Recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State determines to award the covered transaction, grant, or other agreement.

1. Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over $ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation , renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or

cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions
(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search on the System for Award Management (SAM) website (https://www.sam.gov/portal/public/SAM/). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. Drug-Free Workplace

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy.
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
4. Establishing an ongoing drug-free awareness program to inform employees about:
   (a) The dangers of drug abuse in the workplace.
   (b) The Subrecipient's policy of maintaining a drug-free workplace.
   (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. Procurement:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are reused when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. Organizational and Financial Requirement:

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.

a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.

b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.

2. Subrecipients must have an adequate system of internal controls which:

a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.

b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 4 2 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

c. Provides information for planning, control, and evaluation of direct and indirect costs.

d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.

3. Notification of Organizational Changes Required:

a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:

i. having new or substantially changed systems

ii. having new compliance personnel

iii. loss of license or accreditation to operate program

iv. organizational restructuring

6. Following Subrecipient Procedures:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:
(a) 2 CFR 200 § 302 Financial Management

7. Disclosure of Information:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. Conflict of Interest

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.
1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.
2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

9. Prohibition on certain telecommunications and video surveillance services or equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
(c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

FEMA Standard Terms and Conditions

FISCAL YEAR 2023 FEMA STANDARD TERMS AND CONDITIONS
[https://www.fema.gov/fact-sheet/fiscal-year-2023-fema-standard-terms-and-conditions]
Release Date: Mar 8, 2023*

***Please note that at the time of Award Development these had not been updated by FEMA for FY24.**

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY 2023. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY 2023.

1. Environmental Planning and Historic Preservation (EHP) Review
DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website [https://www.fema.gov/grants/guidance-tools/environmental-historic]. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

2. Applicability of DHS Standard Terms and Conditions to Tribes
The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

3. Acceptance of Post Award Changes
In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of

the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

4. Disposition of Equipment Acquired Under the Federal Award
For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

5. Prior Approval for Modification of Approved Budget
Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308 [https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308].

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) [https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308] regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) [https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308] to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) [https://www.grants.gov/forms/post-award-reporting-forms.html] you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

6. Indirect Cost Rate
2 C.F.R. section 200.211(b)(15) [https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.211] requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Mississippi Office of Homeland Security
FY24 Terms and Conditions:

Compliance and Regulations:

1. Sub-Recipient must comply with the rules and regulations of 2CFR 200 and all federal, state, and local rules and regulations.
2. Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
3. Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
4. Sub-Recipients are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
5. Sub-Recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
6. Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS. Copies will be made available, as needed.
7. The Authorized Signatory Official is responsible for committing to the terms of this Agreement, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this Agreement on behalf of the Sub-Recipient's jurisdiction. The designated representative certifies that he/she has legal signatory authority to receive assistance.
8. The Signatory Authorized Official shall designate a person(s) as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the scope of work, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-Recipient to *Recipient* for repayment.

Grant Funding:

9. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed. No cost or obligation shall be incurred by the Recipient under this Agreement, unless and until the Recipient advises the Sub-Recipient in writing that the Award has been executed and funds are available.
10. Sub-Recipients shall use approved and awarded funds solely for the purpose for which these funds are approved and awarded by the Mississippi Office of Homeland Security. All changes and/or revisions to the program scope of work and/or budget items must be approved in writing by the MOHS.
11. Sub-Recipient shall comply with cost-sharing requirements of the awarded grant, if applicable.
12. Sub-Recipient shall not enter any contracts or purchase goods from any party and/or vendor which is disbarred or suspended from participating in Federal assistance programs. The sub-recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services. It is the responsibility of the awarded agency to follow all local, state and federal procurement.
13. Sub-Recipient shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as applicable and/or as directed by the DPS Authorized Representative and the MOHS.
14. Sub-Recipients shall provide all required financial and program documentation to meet the terms and conditions of receiving Federal and State assistance.
15. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the MOHS and/or the Department of Public Safety.

16. Sub-Recipient **shall return** to the State, within thirty (30) days of such request by the DPS/MOHS, any funds which are not supported by audit, Federal and/or State review of documentation by the Sub-Recipient for programs and costs associated with the Award.
17. All radios and radio communications purchased with grant funds should be APCO 25 compliant and follow the Project 25 suite of standards for voice and low-moderate speed data interoperability.
18. Contractual services, internet service, radio service, cellular phone, satellite phone, etc. will be eligible for grant funding for up to **twelve (12) months** during the awarded period of performance.
19. The Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published FEMA Authorized Equipment List (AEL) or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents. Any equipment not purchased from the FEMA AEL or without prior approval, will be disallowed.
20. Position descriptions are required for each person being paid with grant funds. Organizational charts identifying grant funded position(s) are also required.
21. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
22. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.

Equipment/Supplies for Program Activities:

23. Equipment purchased under the terms of this Agreement will be stored, maintained, and used in accordance with the purpose and objectives of this Grant Agreement. Adequate maintenance procedures must be developed to keep the property in good working condition.
24. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
25. If equipment or an asset is damaged, lost, or stolen, it is the responsibility of the agency to contact the MOHS immediately. If an item is past useful life, and/or in need to disposal or selling, please see instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants /Grant Forms).
26. All equipment awarded in this grant agreement **should be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
27. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such an event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.
28. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
29. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.

Reporting of Program Requirements:

30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi Accountability System for Government Information and Collaboration (MAGIC), accounting system.
31. Programmatic and Financial Reports: Program Reporting and Financial Reports are due within 15 days after each reporting quarter:

Grant Period	Quarter	Date Report is Due
September 1-November 30	1st Quarter	December 15
December 1-February 28	2nd Quarter	March 15
March 1-May 31	3rd Quarter	June 15
June 1-August 31	4th Quarter	September 15
Closeout	Closeout	October 15

Non-performance of Grant Activities:

32. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.
33. Failure to expend all grant funds awarded (by date stated on Award Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds.
34. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.
35. The *Recipient* and *Sub-Recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

Audit Requirements:

36. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency,

or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than $750,000.* A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Monitoring/Inspection:

37. Sub-Recipient shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
38. physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years. All property and equipment acquired with grant funds must be tagged and tracked using an inventory management system.
39. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in the current annual jurisdictional budget must be accompanied by supporting documentation.
40. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
41. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.

Monitoring:

42. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all subrecipient's risk of noncompliance with Federal statutes, regulations and

the terms and conditions of the sub-award for the purpose of determining the appropriate level of sub- recipient monitoring.

43. Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the Sub-Recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the Sub-Recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the Sub-Recipient regarding the management decision, as required by 2 CFR 200.521. If the Sub-Recipient has not completed corrective action, a timetable follow-up will be given.
44. The MOHS will contact Sub-Recipient(s) for additional information as needed and determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution. Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Intelligence Sharing:

45. Sub-Recipients will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (FUSION). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.
46. Any agency or organization that accepts Homeland Security Grant Funding (HSGP) from MOHS agrees to share threat data with MOHS and MSAIC for use in Threat Analysis Reporting. This includes routine reporting designated by the MS Information Liaison Officer (MILO) Program Coordinator and situational reporting for events that have a Terrorism/Critical Infrastructure/Gangs nexus.
47. Usage of Homeland Security Grant Program (HSGP) Funding for the purchase of License Plate Reader (LPRs) must allow for access to the data of equipment in question by request from MOHS agents or MSAIC analysts and be sharable to other members of the agency's regional fusion center (if applicable).

Other Provisions:

48. This agreement is not intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
49. Sub-Recipient is required to ensure that grant monies are used to support all Emergency Service-related agencies and departments, specifically law enforcement, fire, and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
50. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within forty-five (45) days of completion of the project.
51. Sub-Recipient delinquent in submitting reimbursements, quarterly/progress reports, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period of performance, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
52. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

As the Authorized Official for, **Gautier Fire Department**, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement **is not effective until both parties (MOHS and Authorized Signatory Official) have signed, dated, and fully executed the Grant Agreement.**

Therefore, the Agency I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

SUB-RECIPIENT: Gautier Fire Department
ATTESTS:

_____ _____

Authorized Signatory Official's Signature: **Date:**
(Sub-Recipient)

_____ _____

Authorized Signatory Official's Printed Name: **Organizational Title:**

UEI Number: NNHKF6JZHN65

APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY

By: _____ **Date:** 9/11/24
Executive Director/SAA
Mississippi Office of Homeland Security

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:	**September 3, 2024**
Title:	**Authorization to negotiate with Seymour Engineering for Professional Engineering Services relating to Hickory Hills Sewer Rehabilitation Project**
Introduced by:	
Contact Person/Telephone	**Kim Saucier 497-8000 ext. 315**

Summary Explanation: Authorization to negotiate for Professional Engineering Services related to the RESTORE Act funded through the Gulf Coast Ecosystem Restoration Council for the Hickory Hills Sewer Rehabilitation project.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, on May 21, 2024, the Gautier City Council authorized to execute a Request for Qualifications for professional engineering services related to the sewer rehabilitation project along Hickory Hills; and

WHEREAS, the City received two proposals from Seymour Engineering and Duplantis Design Group; and

WHEREAS, a five-person review committee scored all proposals, and Seymour Engineering received the highest overall score; and

WHEREAS, pending approval by MDEQ, the City would like to engage Seymour Engineering for professional engineering services for the Hickory Hills Sewer Rehabilitation Project; and

IT IS HEREBY ORDERED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the authorization to negotiate with Seymour Engineering for Professional Engineering Services related to the RESTORE Act funded through the Gulf Coast Ecosystem Restoration Council for the Hickory Hills Sewer Rehabilitation project, is hereby approved.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 3, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kimberly Compton Saucier, Grants and Projects Director

Date: August 27, 2024

Subject: Authorization to Negotiate for Professional Engineering Service-Restore Act–Gulf Coast Ecosystem Restoration Council-Hickory Hills Sewer Rehabilitation Project.

REQUEST:
The Grants and Projects Department requests City Council authorization to negotiate with Seymour Engineering for professional engineering services related to the RESTORE Act funded through the Gulf Coast Ecosystem Restoration Council for the Hickory Hills Sewer Rehabilitation project in amount not to exceed $370,000.

BACKGROUND:
The City of Gautier received grant funds provided by and made available pursuant to the Comprehensive Plan of the RESTORE Act, provided through the Gulf Coast Ecosystem Restoration Council ("RESTORE Council") pursuant to Federal Award # GT3CP23MS0008, CFDA 87.051, Council-Selected Restoration Component awarded on September 7, 2023, for engineering services on the Hickory Hills Sewer Rehabilitation project.

DISCUSSION:
The City issued a request for qualifications for professional engineering services related to this project and received two responses. Responses were received from Seymour Engineering and Duplantis Design Group. A five-person review committee scored all proposals, and Seymour Engineering received the highest overall score. Pending approval by MDEQ, the City would like to engage Seymour Engineering for professional engineering services Hickory Hills Sewer Rehabilitation Project.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council authorize staff to negotiate with Seymour Engineering for professional engineering services related to the RESTORE Act funded through the Gulf Coast Ecosystem Restoration Council for the Hickory Hills Sewer Rehabilitation project in an amount not to exceed $370,000.

The City Council may:

1. Authorize staff to negotiate with Seymour Engineering for professional engineering services as presented; or
2. Not authorize staff to negotiate with Seymour Engineering for professional engineering services.

ATTACHMENT(S):

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:	**September 3, 2024**
Title:	**Approval of Supplemental Agreement No. 5 for the Martin Bluff Roadway Improvements Project**
Introduced by:	
Contact Person/Telephone	**April Stennett 497-8000 ext. 306**

Summary Explanation: Authorization to approve a Supplemental Agreement No. 5 for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000) to increase Gulf Breeze's Construction contract time by 143 working days.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the Grants and Projects Department request the City Council to approve a Supplemental Agreement No. 5 for the Martin Bluff Roadway Improvements Project; and

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

WHEREAS, Supplemental Agreement No. 5 serves to increase the contract amount by 143 working days; and

WHEREAS, the increase is necessary due to work being suspended during the negotiations of Supplemental Agreement 4; and

WHEREAS, the contract time will be revised from 442 working days to 585 working days, with no additional cost associated with this agreement; and

WHEREAS, the supplemental agreement has been reviewed and executed by the contractor and approved and executed by MDOT; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City approves a Supplemental Agreement No.5 for the Martin Bluff Road Widening Project: STP-9194-00(001)LPA/105069-801000 to increase Gulf Breeze's Construction Contract time by 143 working days.

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 September 3, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kimberly Compton Saucier, Grants and Projects Director

Date: August 27, 2024

Subject: Supplemental Agreement 5 Contract Time for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000)

REQUEST:

The Grants and Projects Department requests that City Council approve Supplemental Agreement 5 for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000) to increase Gulf Breeze Construction's contract time by 143 working days.

BACKGROUND:

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

DISCUSSION:

This Supplemental Agreement serves to add one hundred forty-three (143) working days, which is necessary due to work being suspended during negotiations of Supplemental Agreement 4. The contract time will be revised from 442 working days to 585 working days. There is no additional cost associated with this agreement.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve this Supplemental Agreement 5 for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000) to increase Gulf Breeze Construction's contract time by 143 working days.

The City Council may:

1. Approve Supplemental Agreement No. 5, as presented; or
2. Not approve Supplemental Agreement No. 5.

ATTACHMENT(S):

1. Supplemental Agreement 5

EXCERPT FROM THE MINUTES OF THE MEETING OF THE
MISSISSIPPI TRANSPORTATION COMMISSION, AUGUST 13, 2024

Upon motion duly made with Commissioners Willie Simmons, John Caldwell and Charles Busby each voting yes, under the authority of the Commission, in conformity with and as spread on its minutes, the Executive Director is hereby authorized to concur in LPA Supplemental Agreement Number 5 on Project Number STP-9191-00(001)LPA/105069-801000 between Gulf Breeze Construction and City of Gautier in Jackson County. This project provides for the improvement along Martin Bluff Road from Gautier Vancleave Road to the I-10 Frontage Road. This agreement adds an additional 143 working days, for a total of 585 working days. This is necessary due to work being suspended during negotiations of SA #4. There is no additional cost associated with this agreement.

STATE OF MISSISSIPPI

COUNTY OF HINDS

I, Amy Hornback, Secretary, Mississippi Transportation Commission, do hereby certify that the above and foregoing is a true and correct copy of an Order of the Mississippi Transportation Commission of record in Minute Book 24, Page 176, of the Official Minutes of said Commission on file in its offices in the City of Jackson, Mississippi, duly adopted on the 13th day of August, 2024.

Witness my hand and official seal this the 14th day of August A.D., 2024.

AMY K. HORNBACK, SECRETARY
TRANSPORTATION COMMISSION
STATE OF MISSISSIPPI

Bond #NMS1220

CSD-720-LPA

City of Gautier, MS
Project No. STP-9194-00(001) / 105069-801000
SUPPLEMENTAL AGREEMENT NO. 5

WHEREAS, WE, Gulf Breeze Construction, Inc., Contractor, and Merchants National Bonding, Inc., Surety, entered into a contract with the City of Gautier, MS, LPA, on the 11th day of June, 2021, for the construction of Federal Aid Project No. STP-919400(001)LPA/105069-801000, Jackson County; and

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

WHEREAS: Supplemental Agreement #4 was negotiated by the City and Gulf Breeze, and work was suspended during the negotiations,

WHEREAS: contract provisions require that any work covered by a Supplemental Agreement should be performed following the execution of that Supplemental Agreement,

WHEREAS: these negotiations resulted in the suspension of work for one hundred forty-three (143) working days,

WHEREAS: no additional funds will be added to the contract as part of this Supplemental Agreement,

NOW, THEREFORE, it is mutually agreed by all parties that one hundred forty three (143) additional working days will be added to the contract time of 442 working days, for a total of 585 working days.

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

This Supplemental Agreement has been discussed with Chuck Starita, District LPA Coordinator, Greg Grondin, MDOT Construction Area Engineer, and Mitchell Young, MDOT LPA Division.

CSD-720-LPA

City of Gautier, MS
Project No. STP-9194-00(001) / 105069-801000
SUPPLEMENTAL AGREEMENT NO. 5

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

Dated, this 22nd day of July, 2024.

Merchants National Bonding, Inc.	Gulf Breeze Construction, Inc
Surety	Contractor
By: Kathleen Scarborough 7/22/24	7/23/24
Kathleen Scarborough Date	Date

RECOMMENDED FOR APPROVAL:

7/24/24
LPA Project Engineer/Architect — Date

Billy Chen, P.E. 07-25-2024
MDOT District Engineer — Date

8/15/24 *
MDOT State Construction Engineer — Date

8/16/24 *
MDOT Executive Director — Date
for the Mississippi Transportation Commission

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APPROVED:

LPA OFFICIAL — Date

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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Charlotte Ramsey; Chris Boone; David R Fortenberry; Debbie Dunaway; Dewey B Mason; James Eley Brashier; Jennifer Roberts; Julie C Livingston; Kathleen Scarborough; Kimberly B Barhum; Lessie Ryan Anderson; Lisa R Butler; Mary J Norval; Patrick Thomas Mason; Sharon L Tuten; Susan Skrmetta; Troy P Wagener

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

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

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22nd day of July , 2024 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting:	**September 3, 2024**
Title:	**Acceptance of the Certificate of Substantial Completion for the Shepard State Park RV Expansion Project**
Introduced by:	
Contact Person/Telephone	**Kim Saucier 497-8000 ext. 315**

Summary Explanation: Acceptance of the Certificate of Substantial Completion for the Shepard State Park RV Expansion Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

WHEREAS, the Certificate of Substantial Completion was received from Seymour Engineering on August 12, 2024; and

WHEREAS, the contractor will complete or correct the work on the list of items within (30) days from the date of Substantial Completion of August 1, 2024; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Certificate of Substantial Completion from Seymour Engineering for the Shepard State Park RV Expansion project is hereby approved.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 3, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kimberly Compton Saucier, Grants & Projects Director

Date: August 27, 2024

Subject: Shepard State Park RV Expansion-Certificate of Substantial Completion

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REQUEST:
The Grants and Projects Department requests City Council authorization to approve the Certificate of Substantial Completion for the Shepard State Park RV Expansion Project.

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

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

DISCUSSION:
The Certificate of Substantial Completion was received from Seymour Engineering on August 12, 2024. The contractor will complete or correct the work on the list of items within (30) days from the date of Substantial Completion of August 1, 2024.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council approve the Certificate of Substantial Completion for the Shepard State Park RV Expansion Project.

The City Council may:
1. Authorize approval of Certificate of Substantial Completion as presented; or
2. Not authorize approval of Certificate of Substantial Completion, as presented.

ATTACHMENT(S):
1. Certificate of Substantial Completion

Certificate of Substantial Completion

Project: Shephard State Park Expansion	Owner: City of Gautier	Owner's Contract No.:
Contract: New lots, asphalt road, and sewer		Date of Contract: 8-15-2023
Contractor: Gulf Coast Solutions, LLC		Engineer's Project No.:

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

☒ All Work under the Contract Documents: ☐ The following specified portions:

August 1, 2024

Date of Substantial Completion

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

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

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

☐ Amended Responsibilities Not Amended

Owner's Amended Responsibilities: None

Contractor's Amended Responsibilities: Contractor has additional work to add dirt to shoulders and add rock on lots.

Additional work could be added if Punch List is made after final walk through.

The following documents are attached to and made part of this Certificate:

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

Executed by Engineer	8/1/24 Date
Accepted by Contractor	Date
Accepted by Owner	Date

CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
September 3, 2024

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES: