

**AGENDA  
CITY OF GAUTIER, MISSISSIPPI  
CITY HALL COUNCIL CHAMBERS  
August 17, 2021 @ 6:30 PM**

**I. Call to Order**

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

**II. Agenda Order Approval**

**III. Announcements**

- 1. Gautier's Tasty Thursday will be held on August 26<sup>th</sup> from 11:00am until 6:00pm at the Singing River Mall Property.**
- 2. A public meeting to discuss the CSX Railroad Overpass feasibility study will be held Friday, August 27, from 5-7pm at Gautier Middle School Library.**
- 3. City of Gautier Cruisin' Through the Decades Event to be held on Oct.3, 2021 at the Singing River Mall Property starting at 4pm**

**IV. Presentation Agenda**

- 1. Ira Edwin Allison, United States Navy WWII veteran, 98th birthday recognition proclamation.**

**V. Business Agenda**

- 1. Consider a request for a Conditional Use-Major that would allow a tattoo parlor in a C-3 Highway Commercial Zoning District. (GPC #21-38-CU)**

|                          |                               |                          |                                                                 |                          |                                                    |                          |             |
|--------------------------|-------------------------------|--------------------------|-----------------------------------------------------------------|--------------------------|----------------------------------------------------|--------------------------|-------------|
| <input type="checkbox"/> | <b>STAFF<br/>PRESENTATION</b> | <input type="checkbox"/> | <b>PUBLIC<br/>QUESTIONS/COMMENTS<br/>(3 MINUTES PER PERSON)</b> | <input type="checkbox"/> | <b>MOTION<br/>COUNCIL<br/>DISCUSSION/QUESTIONS</b> | <input type="checkbox"/> | <b>VOTE</b> |
|--------------------------|-------------------------------|--------------------------|-----------------------------------------------------------------|--------------------------|----------------------------------------------------|--------------------------|-------------|

- 2. Consider a request for a 1,503 square foot variance to square footage in a R-1 Single Family Residential Zoning District. 3632 Suter Road, (GPC #21-39-VAR)**

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

3. Consider a request for a variance to place an accessory building in front of the front building line of the main structure at 10 feet from the front property line in a R-1 Low Density Single-Family Residential Zoning District. 3632 Suter Road, (GPC #21-40-VAR)

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

4. Approval of the Docket of Claims

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

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

1. Approval of minutes from Recessed Council Meeting held August 3, 2021 and Recessed Budget Meeting held August 10, 2021
2. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19.
3. Receive July 2021 Privilege License Reports
4. Gulf Coast Restoration Fund Grant Amendment
5. Approval of Paddle for Paws Poker Float Sponsorship from Friends of Jackson County Animals
6. Request to waive rental fees at George Martin City Park Pavilion A for First United Methodist Church of Gautier's Bark in the Park & Blessing of Pets Event
7. Approval to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event
8. Approval of Sponsorship for the 2021 Gautier Mullet & Music Festival
9. Authorization to purchase two Harley Davidson Electra Glide Motorcycles from The City of Moss Point.



**10. Approval of water and sewer adjustments dated August 11, 2021 in the amount of \$4,637.66**

**11. Authorization to enter into a Sub-award Agreement with the Mississippi Department of Environmental Quality for the RESTORE Act funding for Old Spanish Trail/Gautier Vancleave Road sewer improvements (Updated)**

**VII. STUDY AGENDA**

- 1. Discuss Citizen Comments**
- 2. Discuss Council Comments**
- 3. Discuss City Manager Comments**
- 4. Discuss City Clerk Comments**
- 5. Discuss City Attorney Comments**

**Adjourn until September 7, 2021 @ 6:30pm**  
**[www.gautier-ms.gov](http://www.gautier-ms.gov)**

**CITY OF GAUTIER, MISSISSIPPI  
ANNOUNCEMENT AGENDA  
August 17, 2021**

**ITEM DESCRIPTION:**

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**ANNOUNCEMENTS**

1. **Gautier's Tasty Thursday will be held on August 26<sup>th</sup> from 11:00am until 6:00pm at the Singing River Mall Property.**
2. **A public meeting to discuss the CSX Railroad Overpass feasibility study will be held Friday, August 27<sup>th</sup>, from 5-7pm at Gautier Middle School Library.**
3. **City of Gautier Crusin' Through the Decades Event to be held October 3, 2021 at Singing River Mall Property starting at 4pm.**

**NOTES:**

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**GAUTIER PRESENTS**

# **TASTY THURSDAY!**



**26  
AUG**

**11 AM**

**GOOD EATS FROM AWESOME  
FOOD TRUCKS**

**MANN KETTLE CORN – HAVENS CREAMERY –  
THE SCRATCH KITCHEN– NORWOODS FAMOUS SKINS,  
KEEPIN' IT TASTY, KLASSY WRAPPERS,  
O The Peanut Man, CHICKEN SHACK,  
COASTY'S FOOD TRUCK**

**SINGING RIVER MALL PROPERTY  
2800 HWY 90 GAUTIER, MS**

# CITY OF GAUTIER'S *Cruisin'* THROUGH THE DECADES



**OCTOBER 3, 2021**

**CRUISE-IN 4PM DRIVE-IN MOVIE 6:30 PM**

**2800 HWY 90 GAUTIER, MS**

**THEMED MUSIC**

**FOOD TRUCKS**

**RESERVED PARKING FOR ALL CRUISERS**

Trophy for the Crowds favorite will be awarded!



**COME VIEW CLASSIC BEAUTIES!**

**4PM-6PM SINGING RIVER MALL PROPERTY**

**2800 HWY 90 GAUTIER, MS**

*Gift bags for the 1st 250 Cruisers*



*6:30 pm Singing River Mall Property*

**CITY OF GAUTIER, MISSISSIPPI  
PRESENTATION AGENDA  
August 17, 2021**

**ITEM DESCRIPTION:**

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**PRESENTATION AGENDA**

**Ira Edwin Allison, United States Navy WWII veteran, 98<sup>th</sup> birthday recognition proclamation.**

**NOTES :**

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# PROCLAMATION

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

**WHEREAS**, on May 10, 1923, Ira Edwin Allison was born in Fairport, Virginia; and

**WHEREAS**, he served in the United States Navy from January 1943 to December 1945 with the rank of Boatsman, 2<sup>nd</sup> class; and

**WHEREAS**, he participated in the First Wave of the Normandy Invasion, and was later deployed a second time to Guam on a ship carrying ammunition to invade Japan. The orders for the ship changed when the Japanese surrendered. Ira was stationed in England, Guam, Yokoyama, Japan, Philippines, Saipan and Marshall Islands; and

**WHEREAS**, in civilian life, Ira continued his career of service on the sea. He retired after serving as a boat captain for Sepada Haney from October 1955 to 1988. He returned to Virginia to his family for a short time and then made his way to the Mississippi Gulf Coast, which is now his home; and

**NOW, THEREFORE**, I, Casey Vaughan, Mayor of the City of Gautier, Mississippi, am honored to present this Proclamation to Mr. Allison with our sincere thanks for his dedicated service to the United States of America and the residents of the City of Gautier, Mississippi.

**IN TESTIMONY WHEREOF**, I have given under my hand and affix the Seal of the City of Gautier, Mississippi, this the 17<sup>th</sup> day of August, 2021.



**Casey Vaughan, Mayor  
City of Gautier, Mississippi**

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

**Council Meeting:** August 17, 2021  
**Title:** Consider a request for a Conditional Use-Major that would allow a tattoo parlor in a C-3 Highway Commercial Zoning District. (GPC #21-38-CU)

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

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**Summary Explanation:** Consider a request from Kenneth Ferrell dba Ink Therapy, LLC for a Conditional Use-Major that would allow a tattoo parlor in the C-3 Highway Commercial Zoning District located at 313 Highway 90, PID#87010072.000 (GPC #21-38-CU).

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order/Public Hearing</b>    | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**

**Approval**

**Motion Made by:**

|                |                          |                 |                          |               |                          |                |                          |                |                          |                 |                          |              |                          |
|----------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|--------------|--------------------------|
| <b>Vaughan</b> | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Gollott</b> | <input type="checkbox"/> | <b>Anderson</b> | <input type="checkbox"/> | <b>Elbin</b> | <input type="checkbox"/> |
|----------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|--------------|--------------------------|

**Second Made by:**

|                |                          |                 |                          |               |                          |                |                          |                |                          |                 |                          |              |                          |
|----------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|--------------|--------------------------|
| <b>Vaughan</b> | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Gollott</b> | <input type="checkbox"/> | <b>Anderson</b> | <input type="checkbox"/> | <b>Elbin</b> | <input type="checkbox"/> |
|----------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|--------------|--------------------------|

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Gollott</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Elbin</b>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**

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

**ORDER NUMBER 000-2021**

**WHEREAS**, an application for a Conditional Use-Major Permit to allow a tattoo parlor in a C-3 Highway Commercial Zoning District was submitted by Kenneth Ferrell dba Ink Therapy, LLC; and

**WHEREAS**, the parcel subject to this Permit is located at 313 Highway 90 in Gautier, Mississippi; and

**WHEREAS**, after due public notice, Planning Commission, at its August 5, 2021 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 approval of such a permit with no additional conditions; 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 favorable recommendation from Planning Commission; and

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

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

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

**WHEREAS**, the City Council hereby finds that the proposed use, classified as a tattoo parlor, is permitted as a Conditional Use-Major in a C-3 Highway Commercial Zoning District.

**IT IS THEREFORE ORDERED** that the City Council (accepts or denies) the recommendation of the Planning Commission and (approves or denies) the application submitted by Kenneth Ferrell dba Ink Therapy, LLC for a Conditional Use-Major Permit.

**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 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:**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 17, 2021.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Babs Logan, Planning Technician  
**Date:** 08/11/2021  
**Subject:** Consider a request for a Conditional Use-Major that would allow a tattoo parlor in a C-3 Highway Commercial Zoning District. (GPC #21-38-CU)

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**REQUEST:**

The Planning Department has received a request from Kenneth Ferrell dba Ink Therapy, LLC for a Conditional Use-Major that would allow a tattoo parlor in the C-3 Highway Commercial Zoning District. 313 Highway 90, PID #87010072.000 (GPC #21-38-CU). The application fee of \$250 was paid on June 15, 2021. All public notice requirements have been met.

**BACKGROUND:**

The requested property is zoned C-3 Highway Commercial.  
Location: 313 Highway 90, PID #87010072.000 (See Exhibit A)  
General features of the proposed project: Total Area: Approximately 0.62 Acres  
Existing Zoning – C-3 Highway Commercial (See Exhibit B)  
Existing Land Use – Office (See Exhibit C)  
Comprehensive Plan Future Land Use Designation – Low Impact Commercial (See Exhibit D)

**DISCUSSION:**

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

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

*Applicant Response: Yes, it is a possible conditional use in this district.*

*Staff Finding: Yes. Tattoo Parlor is listed as a Conditional Use-Major in the C-3 Highway 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 a parking plan, site plan, architectural rendering or other plans.

*Applicant Response: Yes, because the office building is existing and in full operation.*

*Staff Finding: The proposed use is allowed in a C-3 zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.*

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

*Applicant Response: No, because the upgrades being made to the building will increase its value and appeal to the 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.*

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

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

*Applicant Response: Yes.*

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

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

*Applicant Response: Yes.*

*Staff Finding: The Comprehensive Plan suggests the most likely or desirable use of the parcel is Low Impact Commercial. Staff feel that an establishment of this size could be described as Low Impact.*

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

*Applicant Response: No.*

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

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

*Applicant Response: Yes.*

*Staff Finding: The proposed use will conform to all 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 conditions.

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 Major as presented. 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 8.5.21 (#21-38-CU)
2. Complete Packet 21-38-CU

**Excerpt from August 5, 2021 Gautier Planning Commission Meeting:**

The Planning Department has received a request from Kenneth Ferrell dba Ink Therapy, LLC for a Conditional Use-Major that would allow a tattoo parlor in a C-3 Highway Commercial Zoning District. 313 Highway 90, PID #87010072.000 (GPC #21-38-CU).

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

**REQUEST:**

The Planning Department has received a request from Kenneth Ferrell dba Ink Therapy, LLC for a Conditional Use-Major that would allow a tattoo parlor in a C-3 Highway Commercial Zoning District. 313 Highway 90, PID #87010072.000 (GPC #21-38-CU). The application fee of \$250 was paid on June 15, 2021. All public notice requirements have been met.

**BACKGROUND:**

The request property is zoned C-3 Highway Commercial.

1. Location: 313 Highway 90, PID #87010072.000 (See Exhibit A)
2. General features of the proposed project:  
Total Area: Approximately 0.62 Acres
3. Existing Zoning – C-3 Highway Commercial (See Exhibit B)
4. Existing Land Use – Office (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Low Impact Commercial (See Exhibit D)

**DISCUSSION:**

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

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

*Applicant Response: Yes, it is a possible conditional use in this district.*

*Staff Finding: Yes. Tattoo Parlor is listed as a Conditional Use-Major in a C-3 Highway 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: Yes, because the office building is existing and in full operation.*

*Staff Finding: The proposed use is allowed in a C-3 zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.*

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

*Applicant Response: No, because the upgrades being made to the building will increase its value and appeal to the 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.*

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

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

*Applicant Response: Yes.*

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

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

*Applicant Response: Yes.*



*Staff Finding: The Comprehensive Plan suggests the most likely or desirable use of the parcel is Low Impact Commercial. Staff feel that an establishment of this size could be described as Low Impact.*

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

*Applicant Response: No.*

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

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

*Applicant Response: Yes.*

*Staff Finding: The proposed use will conform to all 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:**

Staff recommends approval of the Conditional-Use Major for the proposed use (Tattoo Parlor) based on the relevant “Criteria for Approval” from the UDO as listed above being met.

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

**Commissioner Ward**, acting as Chairman, asked the applicant to tell the Planning Commission what he was wanting to do.

**Kenneth Ferrell** stated that they had started several non-profit organizations and apprenticeship programs. He explained that the tattoo shop would be exclusively inmate art to help fund inmates transitioning out of jail, helping their families with housing, etc. The tattoo shop would be geared towards inmates helping inmates. Mr. Ferrell stated they also had started apprenticeship programs and had a contract with Ingalls which ties into the non-profit to help build the community. He said that the business would not be like a conventional tattoo shop. They would be doing removal and cover-up of gang tattoos, reconstructive areola tattoos for mastectomy patients, permanent make-up and regular tattoos.

**Commissioner Ward** asked if the tattoo shop would be open to the public.

**Mr. Ferrell** said that it would be open to the public and would create tax revenue for Gautier.

**Commissioner Ward** asked if this involved a government grant program and if they would be working with detention centers.

**Mr. Ferrell** stated they were in the process of getting in touch with the juvenile facilities and jails in the area.

**Commissioner McManus** asked if the activity with the inmates was to remove tattoos or to train them for a trade.

**Mr. Ferrell** said that they would train them but it was more geared to the funding and helping with transition to get them back in the work force.

**Commissioner Jamison** asked if the employees would have to be state certified.

**Mr. Ankerson** stated that certification requirements were not handled by the Planning Department. The City Clerk's office would get any certifications, etc. needed prior to issuing a Privilege License.

**There were none in attendance speaking in opposition of the request and Staff had received no calls or letters opposing the request.**

**ACTION TAKEN:**

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

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

|              |                       |
|--------------|-----------------------|
| <b>AYES:</b> | <b>Kay C. Jamison</b> |
|              | <b>Chris Hoover</b>   |
|              | <b>Joshua Ward</b>    |
|              | <b>Paul Gainer</b>    |
|              | <b>William Davis</b>  |
|              | <b>DeAnna McManus</b> |

**Motion passed.**

**Gautier Planning Commission**

**Regular Meeting Agenda**

**August 5, 2021**

**GPC #21-38-CU**

**Kenneth Ferrell dba Ink Therapy, LLC**

**313 Highway 90**

**VII. NEW BUSINESS**

1. Consider a request by Kenneth Ferrell dba Ink Therapy, LLC for a Conditional Use-Major that would allow a tattoo parlor in a C-3 Highway Commercial Zoning District. 313 Highway 90, (GPC #21-38-CU)

**CITY OF GAUTIER  
STAFF REPORT**

**To:** Chairman and Members, Planning Commission

**From:** Scott Ankerson, Planning Director

**Date:** July 26, 2021

**Subject:** Consider a request for a Conditional Use-Major that would allow a tattoo parlor in a C-3 Highway Commercial Zoning District. (GPC #21-38-CU)

**REQUEST:**

The Planning Department has received a request from Kenneth Ferrell dba Ink Therapy, LLC for a Conditional Use-Major that would allow a tattoo parlor in a C-3 Highway Commercial Zoning District. 313 Highway 90, PID #87010072.000 (GPC #21-38-CU). The application fee of \$250 was paid on June 15, 2021. All public notice requirements have been met.

**BACKGROUND:**

The request property is zoned C-3 Highway Commercial.

1. Location: 313 Highway 90, PID #87010072.000 (See Exhibit A)
2. General features of the proposed project:  
Total Area: Approximately 0.62 Acres
3. Existing Zoning – C-3 Highway Commercial (See Exhibit B)
4. Existing Land Use – Office (See Exhibit C)
5. Comprehensive Plan Future Land Use Designation – Low Impact Commercial (See Exhibit D)

**DISCUSSION:**

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

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

*Applicant Response: Yes, it is a possible conditional use in this district.*

*Staff Finding: Yes. Tattoo Parlor is listed as a Conditional Use-Major in a C-3 Highway 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: Yes, because the office building is existing and in full operation.*

*Staff Finding: The proposed use is allowed in a C-3 zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.*

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

*Applicant Response: No, because the upgrades being made to the building will increase its value and appeal to the 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.*

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

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

*Applicant Response: Yes.*



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

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

*Applicant Response: Yes.*

*Staff Finding: The Comprehensive Plan suggests the most likely or desirable use of the parcel is Low Impact Commercial. Staff feel that an establishment of this size could be described as Low Impact.*

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

*Applicant Response: No.*

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

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

*Applicant Response: Yes.*

*Staff Finding: The proposed use will conform to all 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:**

Staff recommends approval of the Conditional-Use Major for the proposed use (Tattoo Parlor) based on the relevant "Criteria for Approval" from the UDO as listed above being met.

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  
ECONOMIC DEVELOPMENT/PLANNING DEPARTMENT  
CONDITIONAL USE APPLICATION

Public Hearing Number

GPC

21-38-CU

|                                                               |          |             |
|---------------------------------------------------------------|----------|-------------|
| <u>TO BE HEARD BY GAUTIER PLANNING COMMISSION:</u>            |          | <u>FEE:</u> |
| Conditional Use - Major                                       | <u>X</u> | \$250.00    |
| <u>TO BE HEARD BY ECONOMIC DEVELOPMENT/PLANNING DIRECTOR:</u> |          | <u>FEE:</u> |
| Conditional Use - Minor                                       | _____    | \$250.00    |

Name of

Applicant: Kenneth Ferrell  
Name of Business: Ink Therapy LLC Phone: 843-628-9575  
Property Address: 313 Hwy 90 Mailing Address (if Different): \_\_\_\_\_ C3  
E-Mail Address: KenElise06@yahoo.com  
Proposed Use Requiring Conditional Use: Tattoo Parlor (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).
- ✓ 4. Diagram of intended use (see attached).
- N/A 4. Copy of protective covenants or deed restrictions, if any.
- N/A 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- N/A 6. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.
- ✓ 7. Owner's Consent form, if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s): [Signature] Date of Application: 6-15-2021

|                                   |                                                      |
|-----------------------------------|------------------------------------------------------|
| FOR OFFICE USE ONLY               |                                                      |
| Date Received <u>6-15-01</u>      | Verify as Complete <u>BZ/BA</u>                      |
| Fee Amount Received <u>250.00</u> | Initials of Employee Receiving Application <u>BZ</u> |

I, James D. Victory DC, the fee simple owner(s) of the following described property:

|                |                          |
|----------------|--------------------------|
| Address:       | <u>313 Highway 90</u>    |
|                | <u>Gautier, MS 39553</u> |
| Parcel ID No.: |                          |

hereby petition to the City of Gautier to *Grant a Conditional Use Major or Minor of* Tattoo Parlor (state proposed use from Article V of the Unified Development Ordinance) at the above reference property and affirm that Kenneth Ferrell (name of agent) is hereby designated to act as agent on my behalf to accomplish the above.

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

[Signature]  
(Owner's Signature)

\_\_\_\_\_  
(Owner's Signature)

Notary Information:

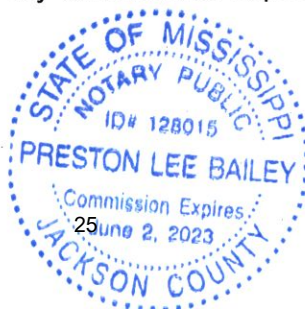
The foregoing instrument was acknowledged before me this 11 day of June, 2021 by James Victory, who is personally known to me or has produced MSDL 802223012 as identification and who did take an oath.

[Signature]  
(Printed Name of Notary Public)

[Signature]  
(Signature of Notary Public)

Commission # 128015. My commission expires 6/2/2023.

(Notary's Seal)





## MAJOR CONDITIONAL USE CRITERIA FOR APPROVAL:

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?
  - a. Yes, it is a possible conditional use in this district.
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) others uses. Please attach parking plan, site plan, architectural rendering or other plans.
  - a. Yes, because the office building is existing and in full operation.
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.
  - a. No, because the upgrades being made to the building will increase its value and appeal to the community.
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.
  - a. No.
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?
  - a. Yes.
6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.
  - a. Yes.
7. Does the proposed use pose a hazardous, detrimental or disturbing affect, either real or perceived, to present surrounding land uses to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.
  - a. No.
8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.
  - a. Yes.

## **Narrative**

**Ink Therapy LLC is proposing to the City of Gautier to allow a tattoo parlor to be ran out of approximately 300 square feet of office space located at 313 Hwy 90 to be utilized for Ink Therapy LLC, which includes the following services:**

### **Ultra-realistic 3D Areola (*Nipple Tattooing*)**

Ink Therapy provides an ultra-realistic 3D Areola, post-mastectomy, using permanent makeup to regain a beautiful and natural appearance. Through 3D areola, the referring doctor can eliminate the use of areola graft, and a non-grafted areola tattoo can be created using permanent makeup. This procedure is significantly more cost effective for the patient with little to no recovery time. 3D areola is a paramedical micropigmentation technique used to restore the nipple from a breast mound after reconstructive surgery. Alternately, mastectomy tattoos can be chosen to cover scarring associated with the mastectomy surgery.

### **Scar Camouflage:**

Scar Camouflage is a paramedical micro pigmentation technique used to cover scars, or to adjust hypo pigmented skin on the face, hands, or neck which can often be seen in Vitiligo. Scar camouflage can be performed 18 months after the scar is healed.

### **Tattoo Removal:**

Ink Therapy provides clients with resources for tattoo removal.

### **Permanent Makeup:**

Ink Therapy provides semi-permanent makeup for eyebrows (microblading), eyeliner and lipliner. All services are performed with medical grade equipment and medical grade cleanliness procedures in place. All internal practices and policies exceed the Mississippi Department of Health standards for tattoo parlors.

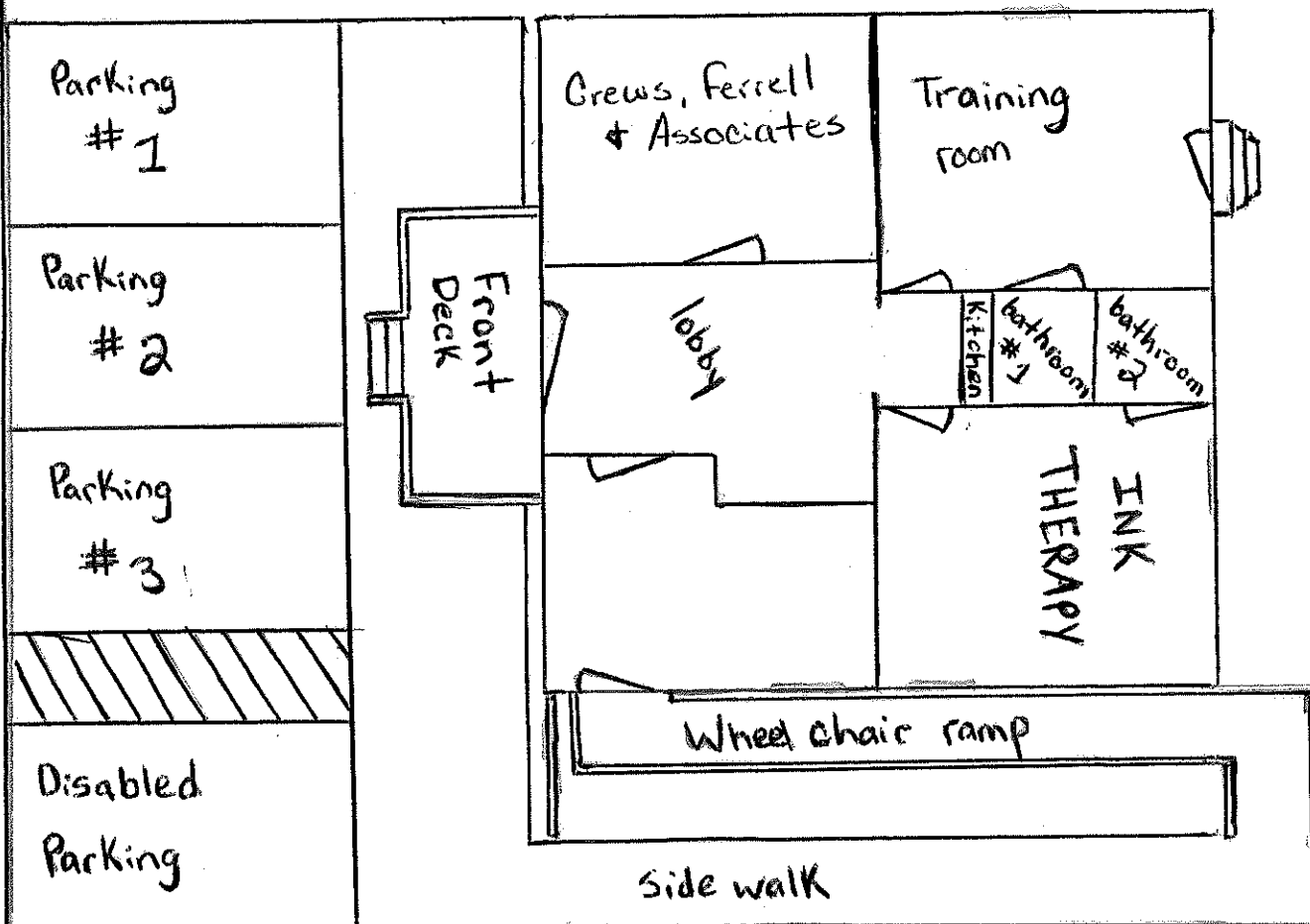
Ink Therapy LLC is owned and operated by Kenneth Ferrell. Kenneth Ferrell is also the owner and operator of Crews Ferrell and Associates Inc., which holds contracts with Ingalls Shipbuilding and Austal to provide contract labor services and most recently started partnering with MDES and the local WIN job center to provide training and education services to underqualified citizens in the community.

313 Hwy. 90  
Gautier, Ms. 39553

Additional Parking

Frontage Rd.

HWY 90



Google Maps    Gautier, Mississippi



Image capture: May 2019    © 2021 Google

Google

Street View





# 87010072.000 VICTORY JAMES D DC

PIDN: 87010072.000

GISP: 863.05-01-0017.00

## Owner Information

---

Percent of Ownership: PERCENT\_OF

Name: VICTORY JAMES D DC

Name 2:

Mailing Address: P O BOX 760  
GAUTIER MS  
39553

Site Address: 313 HWY 90 GAUTIER

## Land Information

---

Section: 05 Acreage: .62

Township: 8S

Range: 6W

Street Name HWY 90

## Value and Tax Information

---

Total Assessed Value: 39437

Total Appraised Value: 262910

Improvement Value: 159260

Land Value: 103650

Tax Amount: 5789

SQ FT: 0 Year Built: 1965

## Legal Description

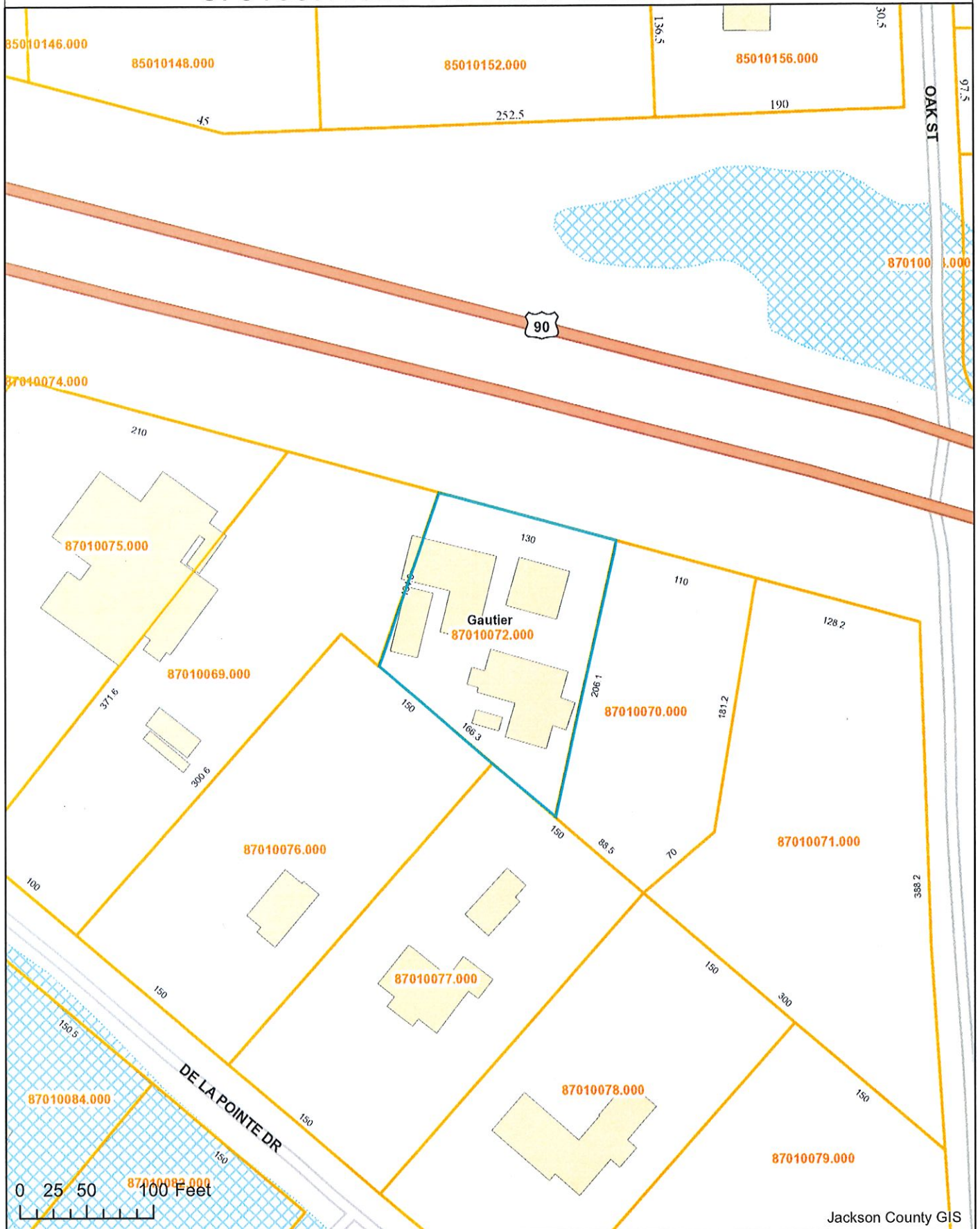
---

Description: COM NEC LOT 1 BLK H RIVER OAKS  
S/D N 75 DEG W ALG S/M RELOCATED  
U S HWY 90 238.2' FOR POB N  
75 DEG W ALG S/M HWY 90 150' S  
14 DEG W 134.3' TO S/S LOT 1 S  
49 DEG E 166.3' N 14 DEG E  
206.1' TO S/M HWY 90 & POB PT  
LOT 1 BLK H RIVER OAKS S/D  
DB 1259-519 (17 Map863.05-01)

Deed Book / Page: 1259 / 519

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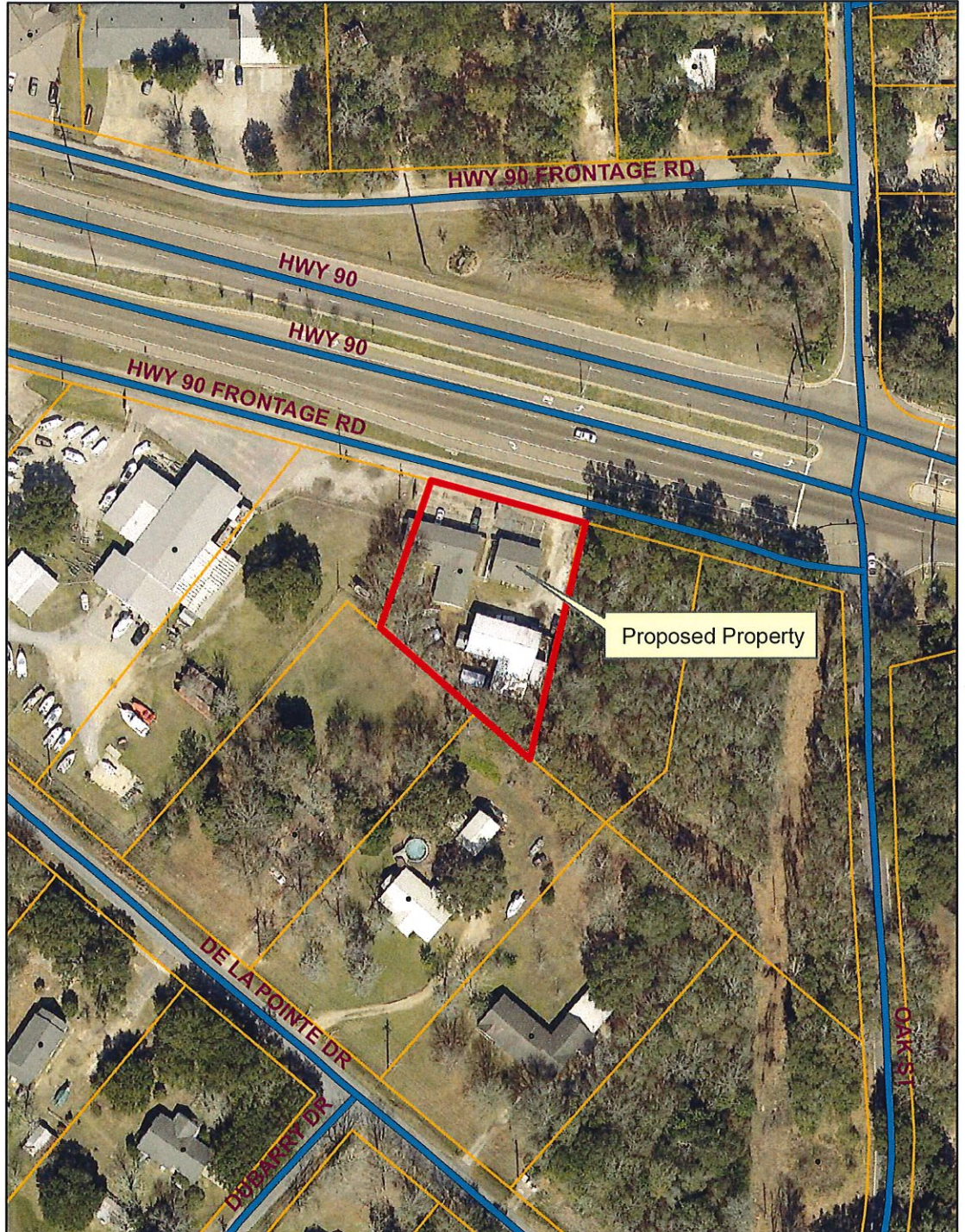
# 87010072.000 VICTORY JAMES D DC





# Exhibit A Location Map

Prepared by:  
City of Gautier  
Planning Department





# Exhibit B

## Existing Zoning

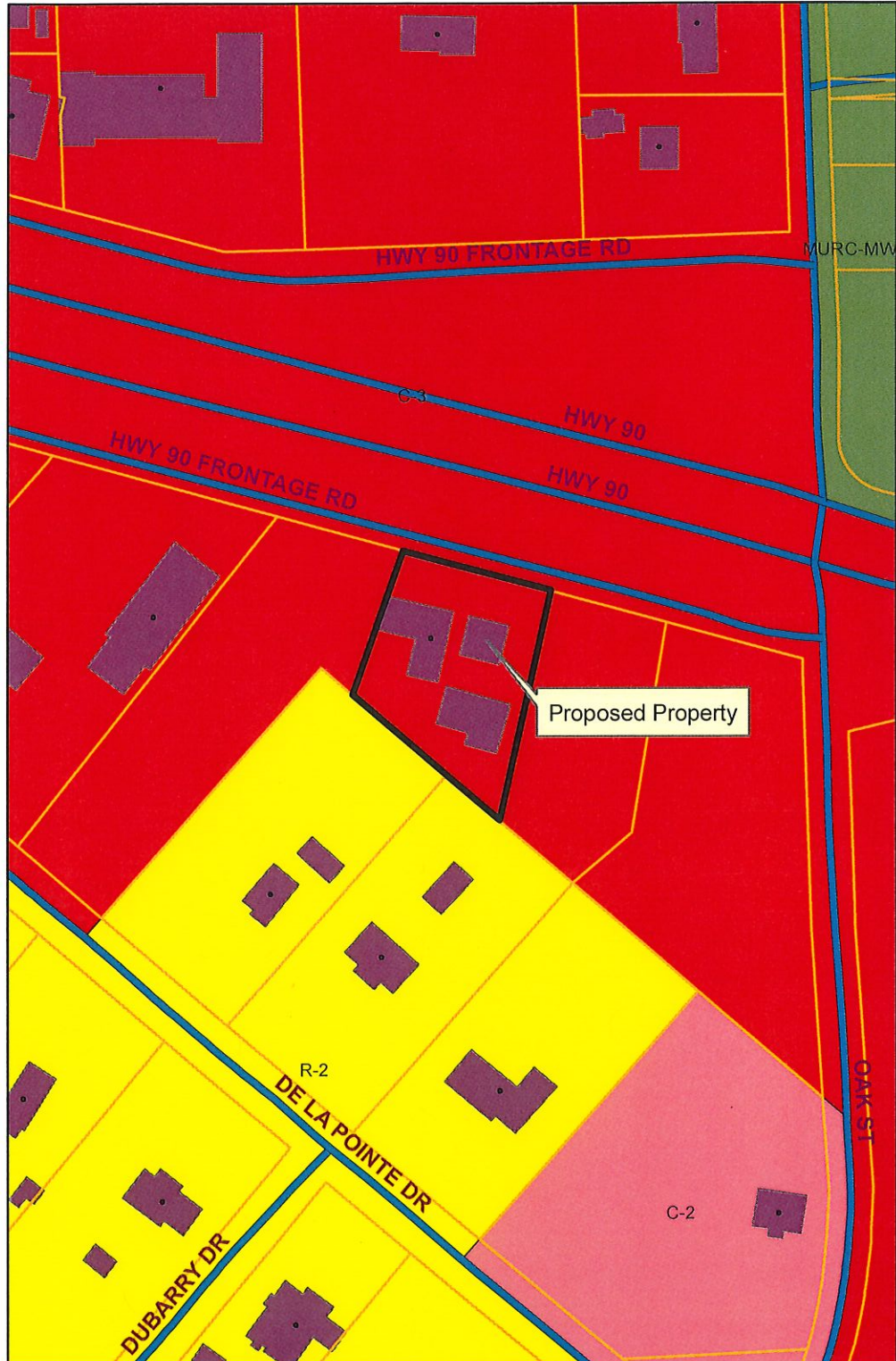
Prepared by:  
City of Gautier  
Planning Department

### Legend

#### Zoning

#### ZONECODE

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



# Exhibit C

## Existing Land-Use

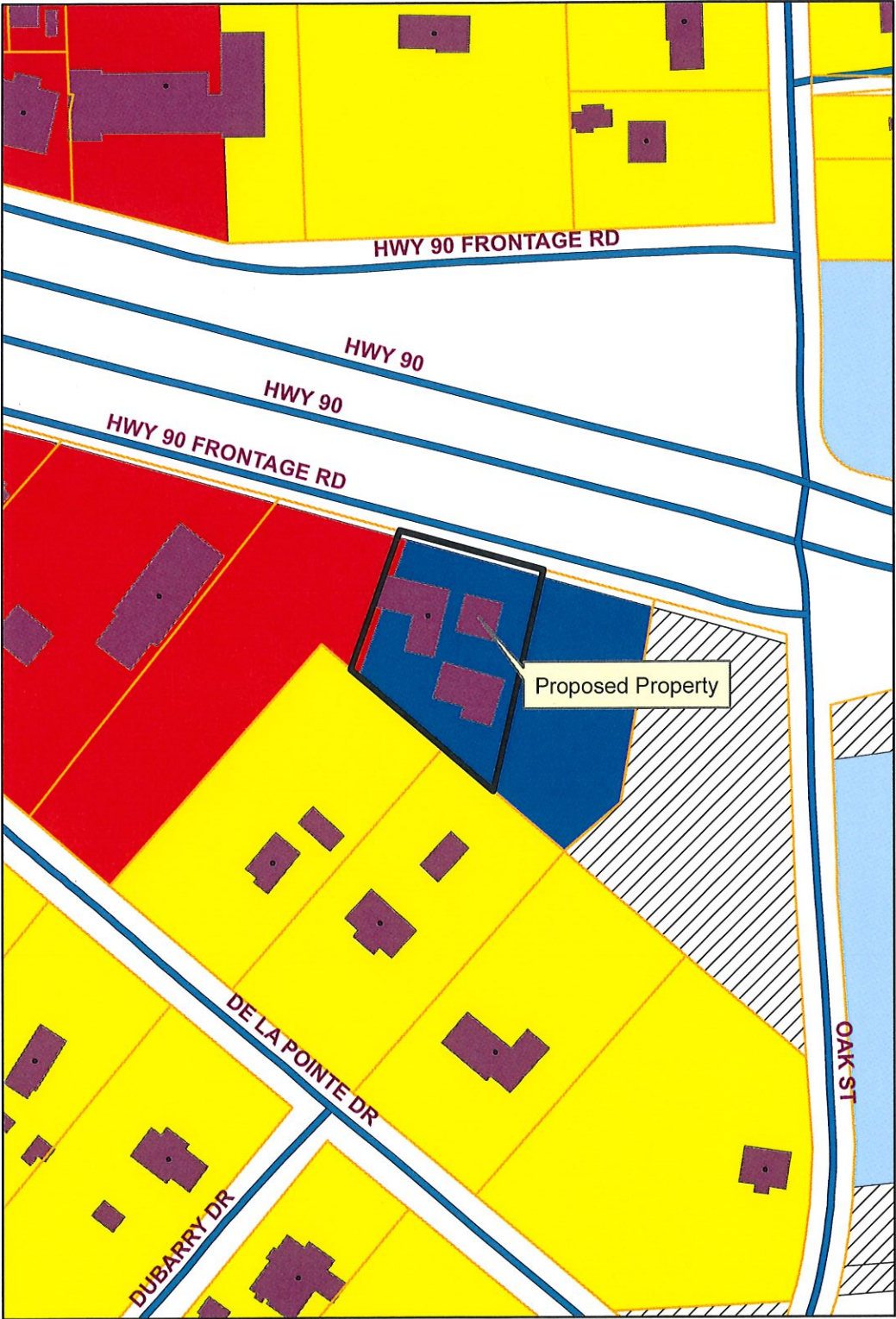
Prepared by:  
City of Gautier  
Planning Department

### Legend

#### EXISTING LAND USE

ELU\_08

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





# Exhibit D

## Future Land-Use

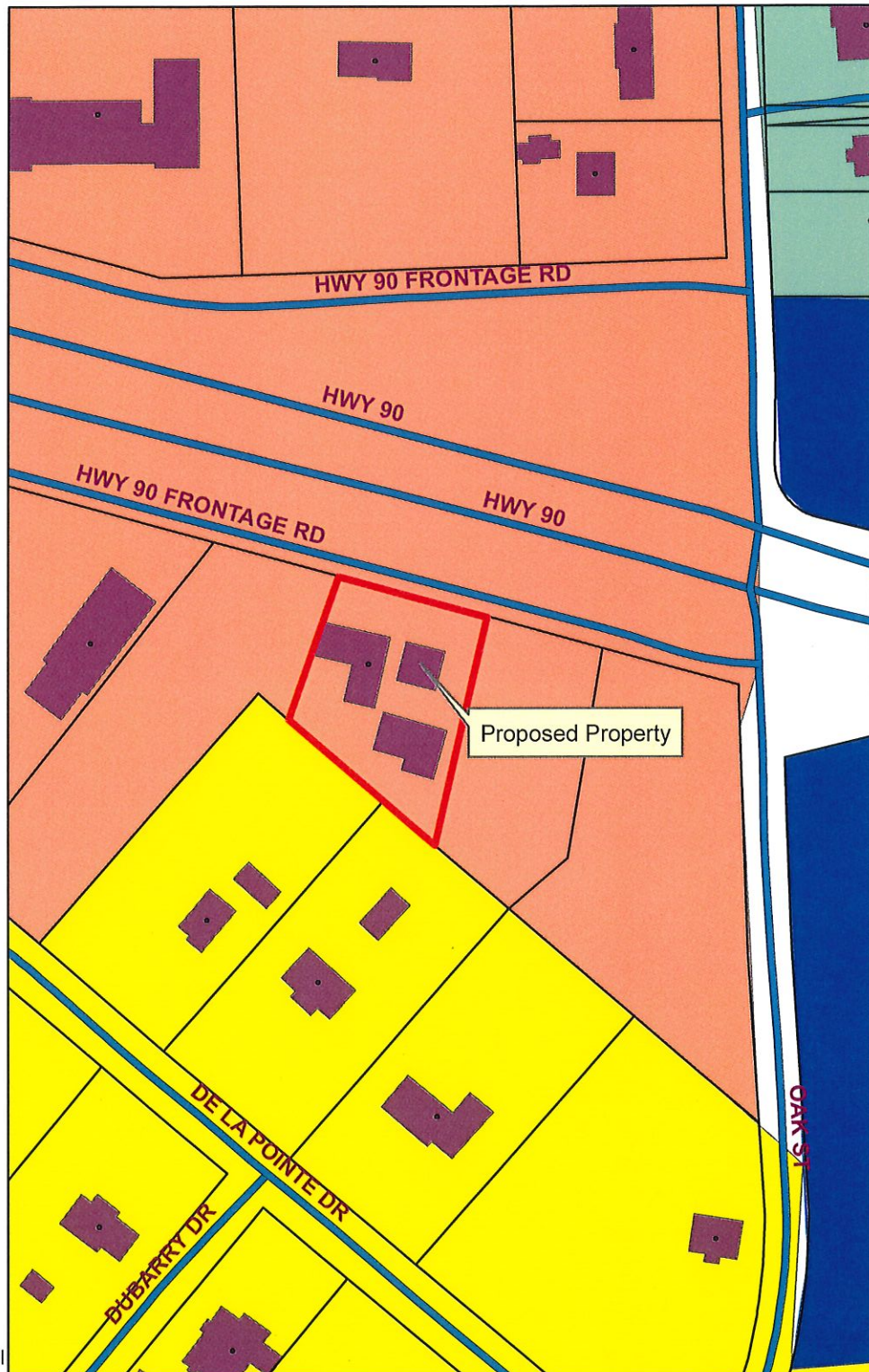
Prepared By:  
City of Gautier  
Planning Department

### Legend

#### FUTURE LAND USE

##### FLU\_Class

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



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

**Council Meeting:**

**August 17, 2021**

**Title:**

**Consideration of a request for a 1,503 square foot variance to maximum square footage allowance for an accessory structure in a R-1 Single Family Residential Zoning District.**

**Introduced by:**

**Contact Person/Telephone**

**Scott Ankerson 497-8000 ext. 312**

---

**Summary Explanation:** Consideration of a request for a 1,503 square foot variance to maximum square footage allowance for an accessory structure in a R-1 Single Family Residential Zoning District. The property is located at 3632 Suter Road, Gautier, MS (GPC #21-39-VAR).

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order/Public Hearing</b>    | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**

**Approval**

**Motion Made by:**

|                |                          |                 |                          |               |                          |                |                          |                |                          |                 |                          |              |                          |
|----------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|--------------|--------------------------|
| <b>Vaughan</b> | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Gollott</b> | <input type="checkbox"/> | <b>Anderson</b> | <input type="checkbox"/> | <b>Elbin</b> | <input type="checkbox"/> |
|----------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|--------------|--------------------------|

**Second Made by:**

|                |                          |                 |                          |               |                          |                |                          |                |                          |                 |                          |              |                          |
|----------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|--------------|--------------------------|
| <b>Vaughan</b> | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Gollott</b> | <input type="checkbox"/> | <b>Anderson</b> | <input type="checkbox"/> | <b>Elbin</b> | <input type="checkbox"/> |
|----------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|--------------|--------------------------|

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Gollott</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Elbin</b>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**



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

**ORDER NUMBER 000-2021**

**WHEREAS**, the homeowner of 3632 Suter Road, (PID# 87170001.000) has requested a 1,503 square foot variance to square footage requirements for an accessory building; and

**WHEREAS**, the property is zoned R-1 Low Density Single-Family Residential, and the property owners would like to build an accessory building with a lean-to that would total 3,360 square feet.

**WHEREAS**, the principal structure on the property is approximately 3,714 feet and the property in question is 4.45 acres; and

**WHEREAS**, after due public notice, Planning Commission, at its August 5, 2021 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 approval of such a variance; and

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

**THEREFORE, IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby (adopts or denies) the Gautier Planning Commission's recommendation to approve this variance.

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

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

**AYES:**

**NAYS:**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 17, 2021.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Babs Logan, Planning Technician  
**Date:** 08/11/2021  
**Subject:** Consider a request for a 1,503 square foot variance to square footage in a R-1 Single Family Residential Zoning District. 3632 Suter Road, (GPC #21-39-VAR)

---

**REQUEST:**

The Planning Department has received a request from Kammy S. Goff for a 1,503 square foot variance to square footage requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 3632 Suter Road, PID #87170001.000. The application fee of \$175 was paid on June 30, 2021. All public notice requirements have been met.

**BACKGROUND:**

The request property is zoned R-1 Low Density Single-Family Residential. The applicant would like to build an accessory building with a lean-to that would total 3,360 square feet. The principal structure on the property is approximately 3,714 square feet. The UDO limits accessory structures to no more than twenty (20) percent of the rear lot area or fifty (50) percent of the principal structure area, whichever is less. According to County records, the property in question is 4.45 acres.

**DISCUSSION:**

The applicant requests a variance to the maximum square footage allowed for an accessory building in a R-1 Low Density Single-Family Residential District. The principal structure is approximately 3,714 square feet. The proposed accessory building with lean-to would total 3,360 square feet. Accessory structures shall not exceed fifty (50) percent of the principal structure. The applicant is requesting a 1,503 square foot variance to square footage requirements for the accessory building.

**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):

30% of required off-street parking spaces and/or

30% of required setbacks from property lines

#### 4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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;

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;

That the special conditions and circumstances do not result from actions of the applicant; and

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.

#### UDO SECTION 5.4.4: R-1, Low Density Single-Family Residential District

Single-Family detached dwelling units shall meet the following development standards.

**Minimum Lot Area:** Ninety-six hundred (9,600) square feet

**Minimum Lot Width:** Eighty (80) feet for interior lots and one hundred (100) feet for corner lots at the front building line. All lots shall have a minimum of forty (40) feet on a public or platted street.

#### **Minimum Setbacks for Principal structure:**

Front—Twenty-five (25) feet

Side—Ten (10) feet for interior lots and twenty-five (25) feet for corner lots

Rear—Twenty-five (25) feet

#### **Minimum Setbacks for Accessory structures(s):**

Front—All accessory structures shall be located in the rear yard of the principal use or in the side yard, behind the main structure front building line.

Side—Ten (10) feet

Rear—Five (5) feet

**Maximum Building Height**—Thirty-five (35) feet for principal dwellings; Twenty-five (25) feet for accessory structures

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

**Minimum Living Area of dwelling units**—Thirteen hundred twenty-five (1,325) square feet

#### **RECOMMENDATION:**

The Planning Commission recommends approval of the variance as presented, finding that evidence presented shows a hardship due to unique characteristics of the property.

City Council may:

Approve the variance request as presented;

Approve the variance request with changes; or

Deny variance request.

#### **ATTACHMENTS:**

1. Complete Packet 21-39-VAR
2. Excerpt GPC Meeting 8.5.21 (#21-39-VAR)

**Gautier Planning Commission**

**Regular Meeting Agenda**

**August 5, 2021**

**GPC #21-39-VAR**

**3632 Suter Road**

**VII. NEW BUSINESS**

1. Consider a request for a 1,503 square foot variance to square footage requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 3632 Suter Road, (GPC #21-39-VAR)



**CITY OF GAUTIER  
STAFF REPORT**

**To:** Chairman and Members, Planning Commission

**From:** Scott Ankerson, Planning Director

**Date:** July 26, 2021

**Subject:** Consider a request for a 1,503 square foot variance to square footage in a R-1 Single Family Residential Zoning District. 3632 Suter Road, (GPC #21-39-VAR)

---

**REQUEST:**

The Planning Department has received a request from Kammy S. Goff for a 1,503 square foot variance to square footage requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 3632 Suter Road, PID #87170001.000. The application fee of \$175 was paid on June 30, 2021. All public notice requirements have been met.

**BACKGROUND:**

The request property is zoned R-1 Low Density Single-Family Residential. The applicant would like to build an accessory building with a lean-to that would total 3,360 square feet. The principal structure on the property is approximately 3,714 square feet. The UDO limits accessory structures to no more than twenty (20) percent of the rear lot area or fifty (50) percent of the principal structure area, whichever is less. According to County records, the property in question is 4.45 acres.

**DISCUSSION:**

The applicant requests a variance to the maximum square footage allowed for an accessory building in a R-1 Low Density Single-Family Residential District. The principal structure is approximately 3,714 square feet. The proposed accessory building with lean-to would total 3,360 square feet. Accessory structures shall not exceed fifty (50) percent of the principal structure. The applicant is requesting a 1,503 square foot variance to square footage requirements for the accessory building.

**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.

#### UDO SECTION 5.4.4: R-1, Low Density Single-Family Residential District

Single-Family detached dwelling units shall meet the following development standards.

- A. Minimum Lot Area:** Ninety-six hundred (9,600) square feet
- B. Minimum Lot Width:** Eighty (80) feet for interior lots and one hundred (100) feet for corner lots at the front building line. All lots shall have a minimum of forty (40) feet on a public or platted street.
- C. Minimum Setbacks for Principal structure:**
  - Front—Twenty-five (25) feet
  - Side—Ten (10) feet for interior lots and twenty-five (25) feet for corner lots
  - Rear—Twenty-five (25) feet

**D. Minimum Setbacks for Accessory structures(s):**

Front—All accessory structures shall be located in the rear yard of the principal use or in the side yard, behind the main structure front building line.

Side—Ten (10) feet

Rear—Five (5) feet

**E. Maximum Building Height—**Thirty-five (35) feet for principal dwellings; Twenty-five (25) feet for accessory structures

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

**G. Minimum Living Area of dwelling units—**Thirteen hundred twenty-five (1,325) square feet

**RECOMMENDATION & CONCLUSION:**

Staff has been presented with no evidence or information indicating that the variance criteria listed in UDO Article IV Section 4.18.4 A through D have been met. 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 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
6. City's Exhibit D – Future Land Use Map

GAUTIER, MISSISSIPPI  
PLANNING DEPARTMENT  
PUBLIC HEARING APPLICATION

Public Hearing Number

GPC 21-39-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

|                          |          |          |
|--------------------------|----------|----------|
| Zoning Change            | _____    | \$300.00 |
| Major Development        | _____    | \$100.00 |
| Variance                 | <u>✓</u> | \$175.00 |
| Appeal to Staff Decision | _____    | \$100.00 |

\*\*\*\*\*

Name of Applicant: Kammy S. Goff  
Name of Business: N/A Phone: 601-508-5408  
Property Address: 3632 Suter Road, Gautier Mailing Address (if Different): Same  
E-Mail Address: Kammysgoff@yahoo.com  
Reason for request, location and intended use of Property: Request For Variance on Size of Accessory Building.

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: Kammy Goff Date of Application: \_\_\_\_\_

FOR OFFICE USE ONLY

Date Received 6-30-21 Verify as Complete BZ/SA

Fee Amount Received 175.00 Initials of Employee Receiving Application BZ



# 87170001.000 GOFF TERRY F & KAMMY S

PIDN: 87170001.000

GISP: 777.36-01-0013.00

## Owner Information

---

Percent of Ownership: PERCENT\_OF

Name: GOFF TERRY F & KAMMY S

Name 2:

Mailing Address: 3632 SUTER RD

GAUTIER MS

39553

Site Address: 3632 SUTER RD GAUTIER

## Land Information

---

Section: 36

Acreage: 4.45

Township: 7S

Range: 7W

Street Name SUTER  
RD

## Value and Tax Information

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Total Assessed Value: 20264

Total Appraised Value: 202640

Improvement Value: 133050

Land Value: 69590

Tax Amount: 2674

SQ FT: 0 Year Built: 1986

## Legal Description

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Description: BLK 1 LESS 100 X 100 FT IN SE  
CORNER & LESS .03 AC TO CITY FOR  
RD RELOCATION SUTERS CAMP S/D  
DB 1876-99 (13 MAP777.36-01)

Deed Book / Page: 1876 / 99

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See Attached Answers

**VARIANCE CRITERIA for APPROVAL** – Please answer the questions below to establish that you meet the Criteria for Approval for a Variance. If more room is needed, answers can be provided on a separate sheet of paper.

- A.** Do 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? If yes, please explain.
- B.** Would the literal interpretation of the provisions of this Ordinance deprive the applicant (you) of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? If yes, please explain.
- C.** Do the special conditions and circumstances result from actions of the applicant (you)?
- D.** Does granting the Variance requested confer upon the applicant (you) any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district?

### ANSWERS TO VARIANCE CRITERIA FOR APPROVAL

- A. My primary residence's total covered square feet is 3,714.8 per Sketch Addendum done by State of Mississippi Appraiser Julie Ford Martin and my total yard is 5.37 acres or 233,958 square feet. The accessory building that I am requesting a variance of dimensional size is 2,400 square feet in addition to the lien to which is 960 square feet, which is a total of 3360 square feet. I currently have a small building which is 200 square feet on my property and is shared space for minimal storage and dog house. My property is larger than surrounding properties in my neighborhood. It is bordered by water on one side and marsh on the other. It also has a pond on it. When storm surge occurs and/or unusual high tide, it washes large amounts of marsh grass and often larger debris into my back yard. In order to maintain my property in nice clean condition, it requires equipment outside of the average size lawn equipment, such as a personally owned track-hoe and tractor.

In addition, my residence is located off of Mary Walker Bayou which is the only area in Gautier that has deep water access that is needed for my boat. I have extra gear for my boat that I would like to store in a building, equipment used to maintain the property and other items of normal storage.

My residence is the only home in my neighborhood that floods causing large amounts of debris and marsh grass into the yard during unusual tide and/or storm surge.

- B. Yes. Within our subdivision several properties have larger accessory buildings or multi small accessory buildings to store their yard equipment, personal items and/or collector cars. By granting my request for variance City Council of Gautier would be granting me access to the same privileges of having an accessory building as my neighbors.

The major issue that could arise from granting the request for variance in the building size is upsetting my neighbors. I have obtained Affidavits from property owners that adjoin and/or adjacent to my property stating they has NO objection to the size of the accessory building in questions.

- C. No. I purchased this home as is, where is. The property flooding during unusual high tide and during storm surge requires equipment to maintain it and the equipment needs to be stored out of the weather. No other property was available with deep water access in Jackson County at the time of purchase.
- D. No. Several homes in our neighborhood have accessory buildings off to the side of their homes and/or in their back yards. Some have several small accessory structures while others have very large accessory structures. No adjoining nor adjacent property owners have no issues with the size nor location of the accessory building I am requesting variance on.







A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 7 SOUTH, RANGE 7 WEST, ST. STEPHENS MERIDIAN, CITY OF GAULTIER, JACKSON COUNTY, MISSISSIPPI AND BEING FURTHER DESCRIBED AS FOLLOWS:

[illegible]

BEARINGS FOR THIS SURVEY WERE ESTABLISHED IN MISSISSIPPI STATE PLANE EAST ZONE COORDINATES BY GPS OBSERVATION. COMBINED FACTOR DERIVED USING CORPSCON 6.

REFERENCE MERIDIAN: ST. STEPHENS  
REFERENCE NETWORK: DART DUDLEY NETWORK  
SITE NAME: CONCORD, MISSISSIPPI EAST  
SITE LOCATION: DART 1983  
VERTICAL DATUM: NAVD. 1983  
SCALE FACTOR: 0.999845478  
COMBINED FACTOR: 0.999955542  
CONVERGENCE ANGLE: 00°05'05.184"

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND DELINEATED, AND THAT THE MEASUREMENTS AND OTHER DATA INDICATED ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS IS A CLASS "B" SURVEY PERFORMED ON 01/23-01/24/2018.

PAUL A. LILES  
SUPERVISOR  
02/19/2016  
FIS-374  
STATE OF MISSISSIPPI

PREPARED BY:



# WACHSBERG | PATTERSON

**BOUNDARY AND EXISTING CONDITIONS  
BLOCK 1, SUTER'S CAMP SUBDIVISION**

SITUATED IN THE NORTHEAST QUARTER,  
 SECTION 36, TOWNSHIP 7 SOUTH,  
 RANGE 7 WEST, ST. STEPHENS MERIDIAN,  
 CITY OF GAUTIER,

JACKSON COUNTY, MISSISSIPPI

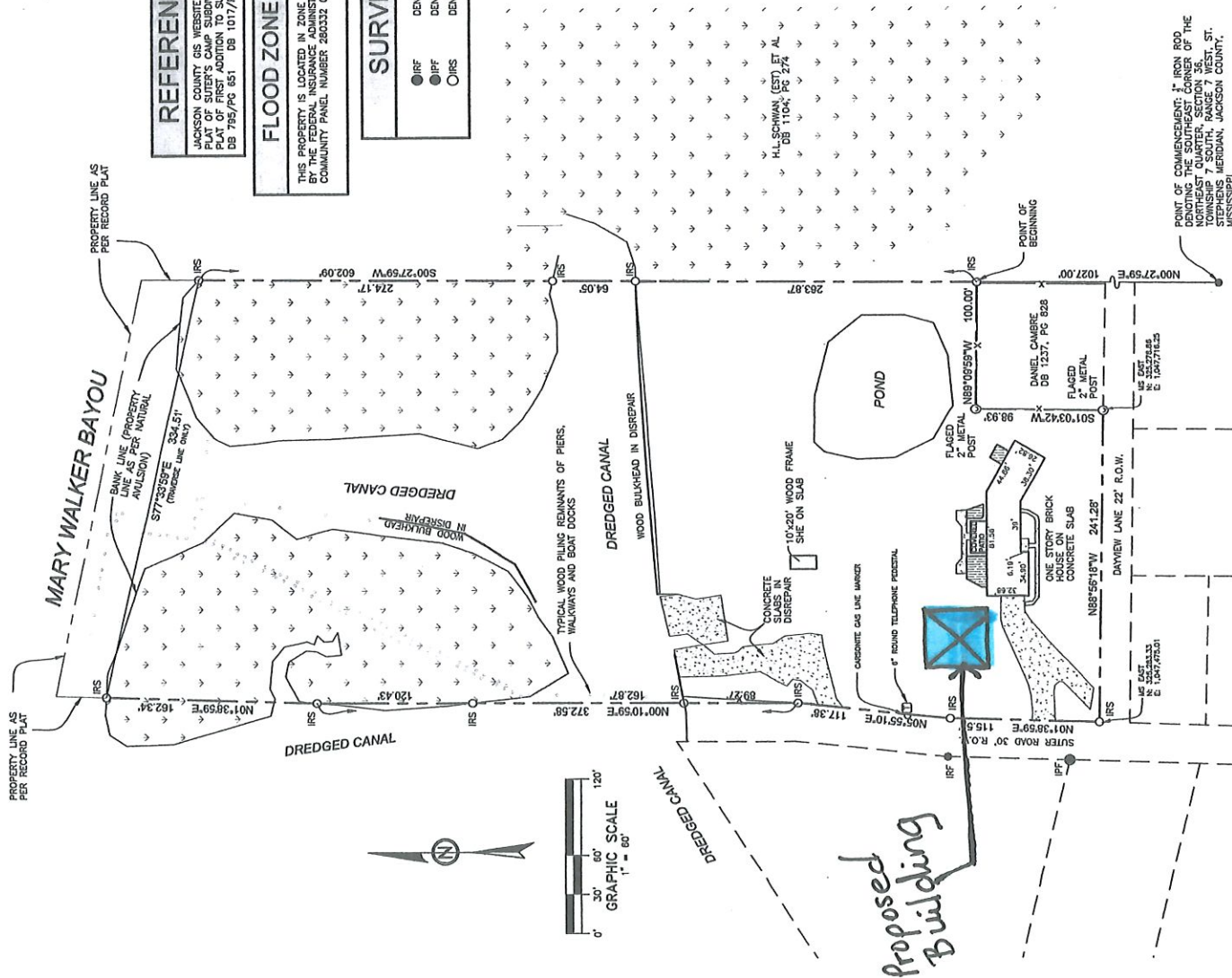
SV-01

$$\text{height} \propto \frac{1}{\omega} \propto \frac{1}{\sqrt{f}}$$

JACKSON COUNTY GIS WEBSITE  
PLAT OF SUTER'S CAMP SUBDIVISION  
PLAT OF FIRST ADDITION TO SUTER'S CAMP  
DB 795/PG 651 DB 1017/PG 13 DB 1037/PG 761

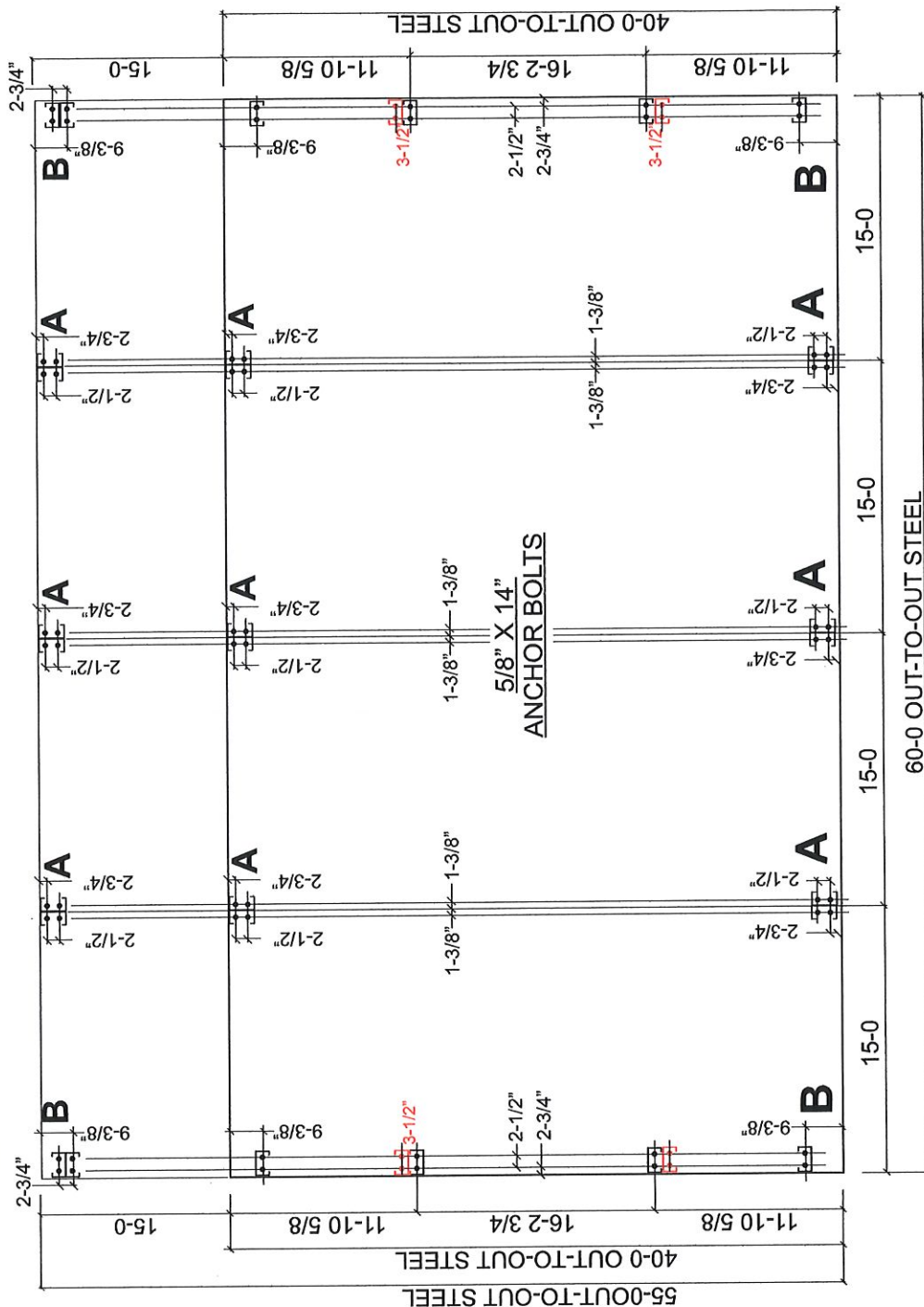
THIS PROPERTY IS LOCATED IN ZONE "AE" (BASE ELEV. 11.00). AS PUBLISHED BY THE FEDERAL INSURANCE ADMINISTRATION, OFFICIAL FLOOD HAZARD MAP, COMMUNITY PANEL NUMBER 280332 Q319 C. REVISED 03/16/2009.

● IRF DENOTES 1/2" IRON ROD FOUND  
 ● IPF DENOTES 3/4" IRON PIPE FOUND  
 ○ IRS DENOTES 1/2" CAPPED IRON ROD SET





\*Refer to Anchor Bolt  
Detail for Connection  
Specifications



ANCHOR BOLT

|                          |                            |                           |                                                      |                |                                |
|--------------------------|----------------------------|---------------------------|------------------------------------------------------|----------------|--------------------------------|
| SNOW LOAD: 0             | WIND LOAD: 161             | EXPOSURE: C               | SEISMIC:                                             | BLDG CODE: IBC | Simpson Steel Building Company |
| DRAWING # 21-1025D       | TYPE OF FRAME: TRUSS FRAME | CUSTOMER NAME: Kammy Goff |                                                      |                |                                |
| BUILDING DIM: 40X60X16   | ROOF PITCH: 3:12           | PAGE: 1 OF: 9             | CUSTOMER ADDRESS: 3632 Suter Rd. Van Buren, AR 72956 |                |                                |
| DATE OF DRAWING: 4-21-21 | DRAWN BY: DJW              | SCALE: NTS                | CUSTOMER PHONE:                                      |                |                                |

Mr. NANGIA P.E.  
CONSULTING ENGINEER - STRUCTURAL/CIVIL  
7423 HOLLOW RIDGE DRIVE HOUSTON, TX 77095



THIS DOCUMENT WAS PRODUCED BY AND/OR UNDER THE DIRECT SUPERVISION OF Mr. NANGIA P.E.

MYERS & COMPANY, INC.  
**SKETCH ADDENDUM**

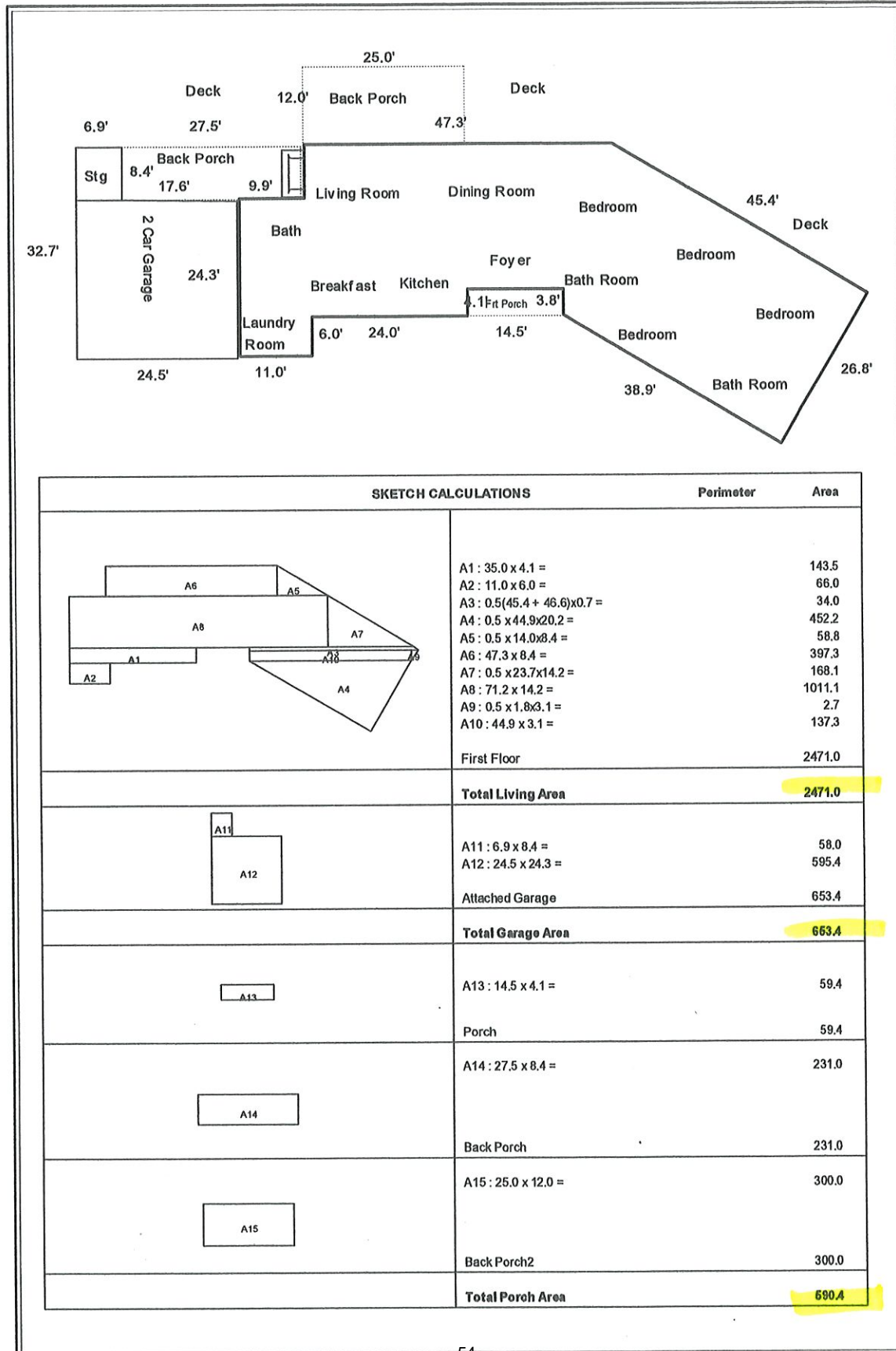
File No. R180107  
 Case No.

Borrower Terry F Goff and Kammy S Goff

Property Address 3632 Suter Road

City Gautier County Jackson State MS Zip Code 39553

Lender/Client First Federal Savings and Loan Address 1414 Highway 90, Gautier, MS 39553



Borrower Terry F Goff and Kammy S Goff

Property Address 3832 Suter Road

City Gautier

County

Jackson

State

MS

Zip Code

39553

Lender/Client First Federal Savings and Loan

Address 1414 Highway 90, Gautier, MS 39553

STATE OF MISSISSIPPI  
MISSISSIPPI REAL ESTATE APPRAISER  
LICENSE AND CERTIFICATION BOARD

THIS IS TO CERTIFY THAT  
**JULIE FORD MARTIN**  
HAS BEEN GRANTED A LICENSE AS A  
STATE-CERTIFIED RESIDENTIAL  
REAL ESTATE APPRAISER  
FOR THE PERIOD 07/31/2016-07/31/2018

*Julie Ford Martin*  
VOID UNLESS SIGNED BY LICENSEE

LICENSE NO.  
**RA-516**

# State of Mississippi

## Mississippi Real Estate Appraiser Licensing and Certification Board

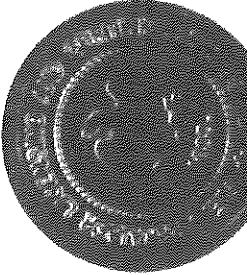
This is to certify that  
whose place of business  
is located at

**JULIE FORD MARTIN**  
**702 PORTER AVE**  
**OCEAN SPRINGS, MS 39566**

License Number  
**RA-516**  
ORIGINALLY LICENSED  
07/07/1998

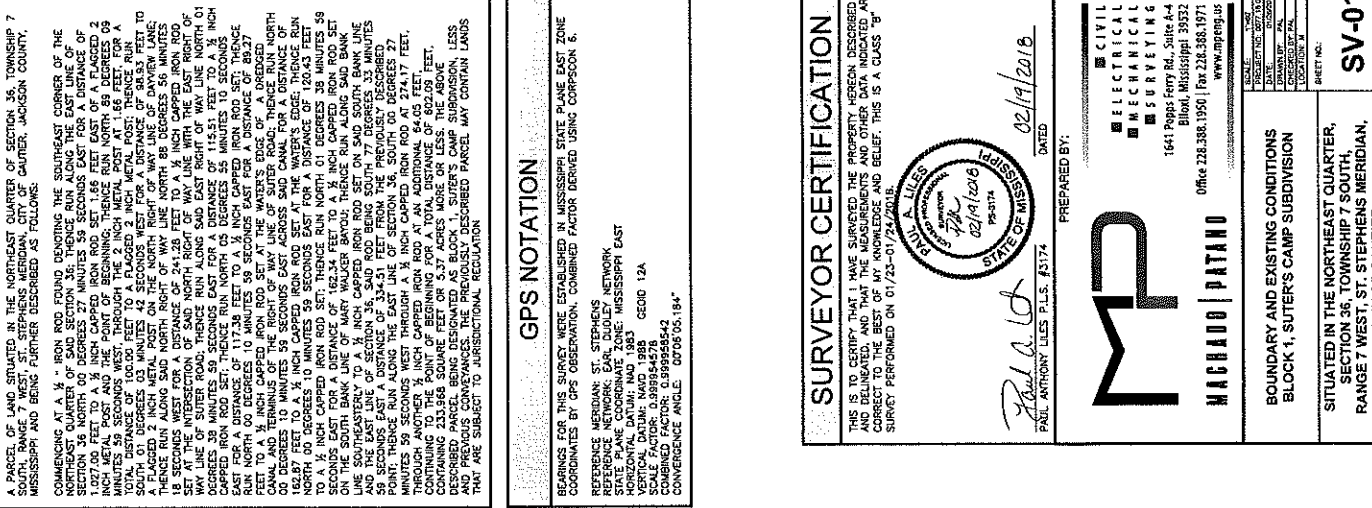
is duly licensed as a State Certified Residential Real Estate Appraiser in the State of Mississippi from the date of issuance. The license will remain in force when property supported by a current pocket identification card. In witness thereof, the MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND CERTIFICATION BOARD has caused this license to be issued by virtue of the authority vested in it by Section 73-74 of the Mississippi Code of 1972 annotated.

In witness thereof, we have caused the Official Seal to be affixed,  
this the 27th day of July, 2017.



*R. Lee Poyte*  
ADMINISTRATOR

(233,958 or 5.37 Acres)



10

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 7 WEST, ST. STEPHENS MERIDIAN, CITY OF GALLER, JACKSON COUNTY, MISSISSIPPI AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A ½" IRON ROD FOUNDING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE RUN ALONG THE EAST LINE OF SAID QUARTER FOR A DISTANCE OF 108 FEET TO AN IRON CAPPED IRON ROD SET 1.9277 FOOT FEET TO A ¼" INCH CAPPED IRON ROD SET 1.465 FEET EAST OF A FLAGGED 2 INCH METAL POST AND THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEGREES 09 MINUTES 59 SECONDS WEST THROUGH THE 2 INCH METAL POST AT 66 FEET FOR A SOUTH 01 DEGREES 03 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 34.2 FEET TO A FLAGGED 2 INCH METAL POST ON THE NORTH RIGHT OF WAY LINE OF DANVIEW LANE; THENCE RUN WESTING AND DISTANCE OF 94.28 FEET TO AN IRON CAPPED IRON ROD SET AT THE INTERSECTION OF SAID NORTH RIGHT OF WAY LINE WITH THE EAST RIGHT OF WAY LINE OF SUTTER ROAD; THENCE RUN ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 03 MINUTES 39 SECONDS BURN WOODS 55 DEGREES 55 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 117.19 FEET TO A ¼" INCH CAPPED IRON ROD SET; THENCE RUN NORTH 00 DEGREES 10 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 89.37 FEET TO AN IRON CAPPED IRON ROD SET ON THE EAST SUTTER ROAD; THENCE RUN NORTH 00 DEGREES 10 MINUTES 59 SECONDS EAST ACROSS SAID CANAL FOR A DISTANCE OF 162.87 FEET TO A ¼" INCH CAPPED IRON ROD SET AT THE WATER'S EDGE; THENCE RUN NORTH 00 DEGREES 10 MINUTES 59 SECONDS EAST ALONG SAID BANK FOR A DISTANCE OF 100 FEET TO AN IRON CAPPED IRON ROD SET; THENCE RUN NORTH 01 DEGREES 38 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 162.34 FEET TO A ¼" INCH CAPPED IRON ROD SET ON THE SOUTH BANK LINE OF MARY WALKEY BAYOU; THENCE RUN ALONG SAID BANK LINE SOUTHEASTERLY TO A ¼" INCH CAPPED IRON ROD SET ON THE SOUTH SIDE OF SAID BAYOU FOR A DISTANCE OF 55.50 FEET TO AN IRON CAPPED IRON ROD SET; THENCE RUN SOUTH 01 DEGREES 03 MINUTES 39 SECONDS EAST A DISTANCE OF 33.51 FEET FROM THE PREVIOUSLY DESCRIBED POINT; THENCE RUN ALONG THE EAST LINE OF SECTION 36, SOUTH 00 DEGREES 27 MINUTES 59 SECONDS WEST THROUGH A ¼" INCH CAPPED IRON ROD AT 77.47 FEET CONTINUING TO THE POINT OF BEGINNING FOR A TOTAL DISTANCE OF 920.09 FEET, COMPRISING 233,968 SQUARE FEET OR 5.37 ACRES MORE OR LESS, THE ABOVE DESCRIBED PARCEL BEING DESIGNATED AS LOT NO. 10 OF THE CAMP AMBUSHION LANDS TRACT, BEING SUBJECT TO UNLAWFUL CONSTRUCTION, VIOLATION OF ANY LAWS THAT ARE SUBJECT TO UNLAWFUL CONSTRUCTION, REGULATION

100

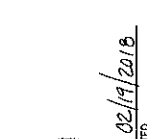
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REFERENCE MERIDIAN: ST. STEPHENS
REFERENCE NETWORK: EARL DUDLEY NETWORK
EPOCH: 1982.0
VERTICAL DATUM: NAVD 1983
HORIZONTAL DATUM: NAD 1983
EPOCH: 1982.0
VERTICAL DATUM: NAVD 1983
HORIZONTAL DATUM: NAD 1983
COMBINED FACTOR: 0.399595842
CONVERGENCE ANGLE: 07 06 05.184*

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1

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND DELINEATED, AND THAT THE MEASUREMENTS AND OTHER DATA INDICATED ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS IS A CLASS "B" SURVEY PERFORMED ON 01/23-01/24/2018.



PREPARED BY: \_\_\_\_\_

32/19/2018



1641 Popps Ferry Rd., Suite A-4  
Biloxi, Mississippi 39532  
Office 228.388.1950 | Fax 228.388.1971  
[www.mpeng.us](http://www.mpeng.us)

# THE COUNCIL ON CRIMINAL JUSTICE

**BOUNDARY AND EXISTING CONDITIONS**  
**BLOCK 4 SITE'S CAMP SUBDIVISION**

SITUATED IN THE NORTHEAST QUARTER,  
SECTION 36, TOWNSHIP 7 SOUTH,  
RANGE 7 WEST, ST. STEPHENS MERIDIAN,  
CITY OF GAUTIER,  
JACKSON COUNTY, MISSISSIPPI

SV-01

$$\frac{1}{\text{entry}} \propto \frac{1}{\text{...}}$$



# 87170101.025 GOFF KAMMY S

PIDN: 87170101.025

GISP: 777.36-01-0014.00

## Owner Information

---

Percent of Ownership: PERCENT\_OF

Name: GOFF KAMMY S

Name 2:

Mailing Address: 3632 SUTER RD

GAUTIER MS

39553

Site Address: SUTER RD GAUTIER

## Land Information

---

Section: 36

Acreage: .03

Township: 7S

Range: 7W

Street Name SUTER  
RD

## Value and Tax Information

---

Total Assessed Value: 62

Total Appraised Value: 410

Improvement Value: 0

Land Value: 410

Tax Amount: 9

SQ FT: 0 Year Built: 0000

## Legal Description

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Description: COM SE COR LOT 1 SUTERS CAMP 1ST

ADD N 1 DEG E ALG W/M SUTER RD

94.15' TO POB N 5 DEG E 117' N

93.34' S 57 DEG W ALG CANAL 7.66

S 1 DEG W ALG W/M SUTER RD 205.6

TO POB DB 1922-192

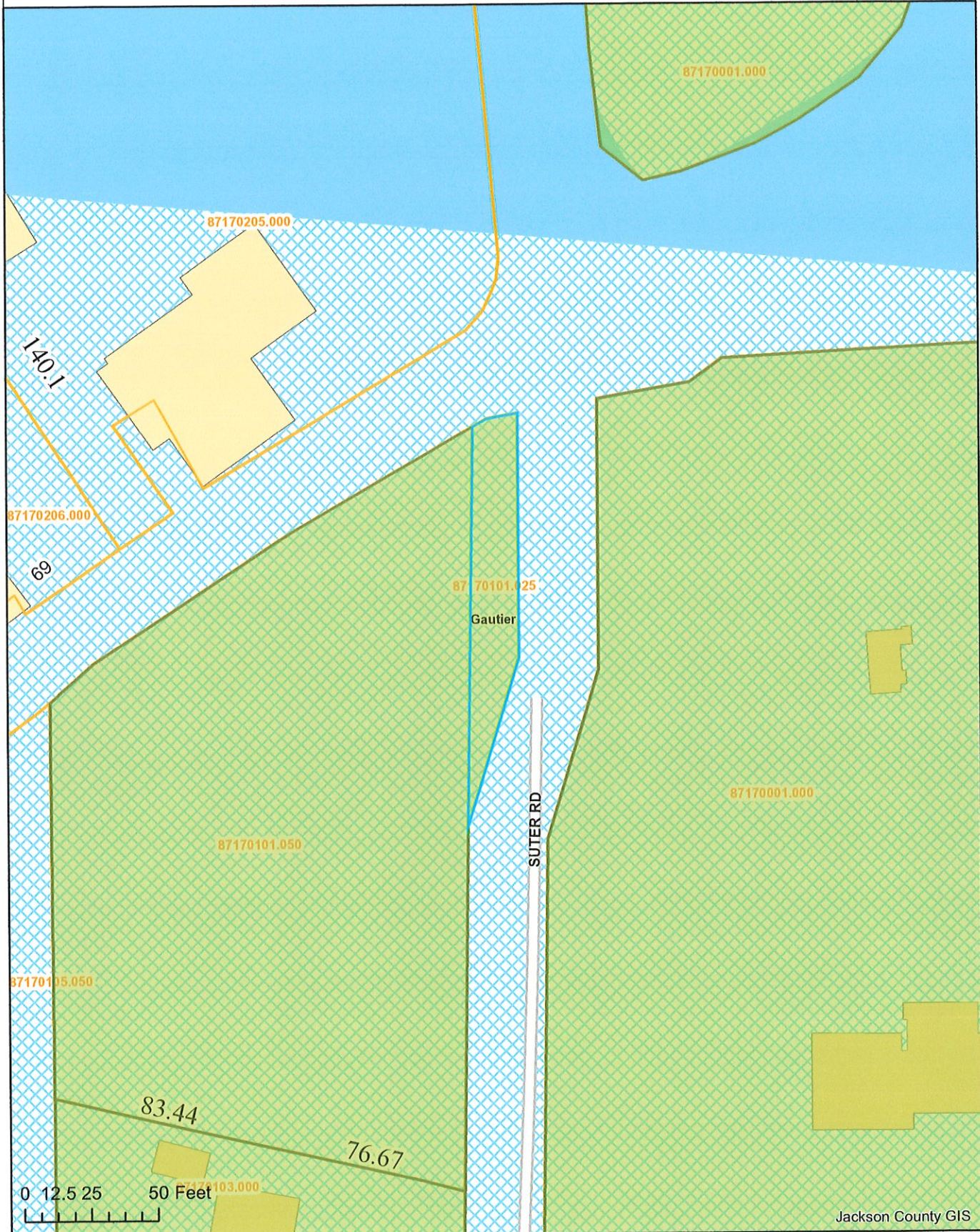
(14 MAP777.36-01)

Deed Book / Page: 1922 / 192

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# 87170101.025 GOFF KAMMY S





STATE OF MS  
JACKSON COUNTY

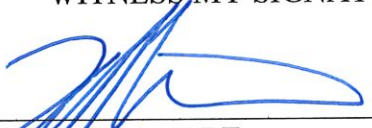
**SWORN AFFIDAVIT**

I, DANIEL J. CAMBRE, hereby attest that I am the owner of 1405 Dayview Lane, Gautier, MS 39553 and is identified by Jackson County, MS Land Records as parcel numbers: 87170023.000 and 8717002.000 attached hereto as Exhibit "A". I hereby attest that my property directly adjoins to Kammy S. Goff and Terry F. Goff's primary residence located at 3632 Suter Road, Gautier, MS and is identified by Jackson County, MS Land Records as parcel numbers: 87170001.000 and 87170101.025. I have reviewed the building that the Goffs' are requesting the City of Gautier to grant a variance to build, attached hereto as Exhibit "B" and survey of the Goffs' property marking the spot by blue a highlighted X enclosed in box and labeled as "Proposed Building", attached hereto as Exhibit "C". I understand that the request the City of Gautier's Unified Development of Ordinance page V-27 states the following:

**Maximum Lot Coverage**-Twenty-Five (25) percent for the principal structure and accessory structures. Accessory structures shall not exceed twenty (20) percent of the rear lot area or fifty (50) percent of the main building area, whichever is less.

I do **NOT** have any objections to the approval of the variance requested by the Goffs' to build an accessory building over the (50) percent size of the main building area.

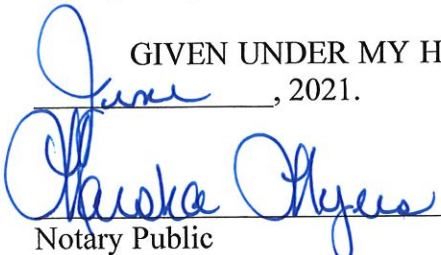
WITNESS MY SIGNATURE, on this the 29 day of June, 2021.

  
\_\_\_\_\_  
DANIEL J. CAMBRE

STATE OF MS  
JACKSON COUNTY

PERSONALLY appeared, before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named DANIEL J. CAMBRE, who acknowledged to me that he executed, signed and delivered the above and foregoing Sworn Affidavit of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICAL SEAL OF OFFICE, this the 29 day of June, 2021.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



# Exhibit 'A'

## 87170002.000 CAMBRE DANIEL JAMES

PIDN: 87170002.000

GISP: 777.36-01-0012.00

### Owner Information

---

Percent of Ownership: PERCENT\_OF

Name: CAMBRE DANIEL JAMES

Name 2:

Mailing Address: 1405 DAYVIEW LANE  
GAUTIER MS  
39553

Site Address: DAYVIEW LN GAUTIER

### Land Information

---

Section: 36 Acreage: .23

Township: 7S

Range: 7W

Street Name DAYVIEW  
LN

### Value and Tax Information

---

Total Assessed Value: 992

Total Appraised Value: 6610

Improvement Value: 0

Land Value: 6610

Tax Amount: 145

SQ FT: 0 Year Built: 0000

### Legal Description

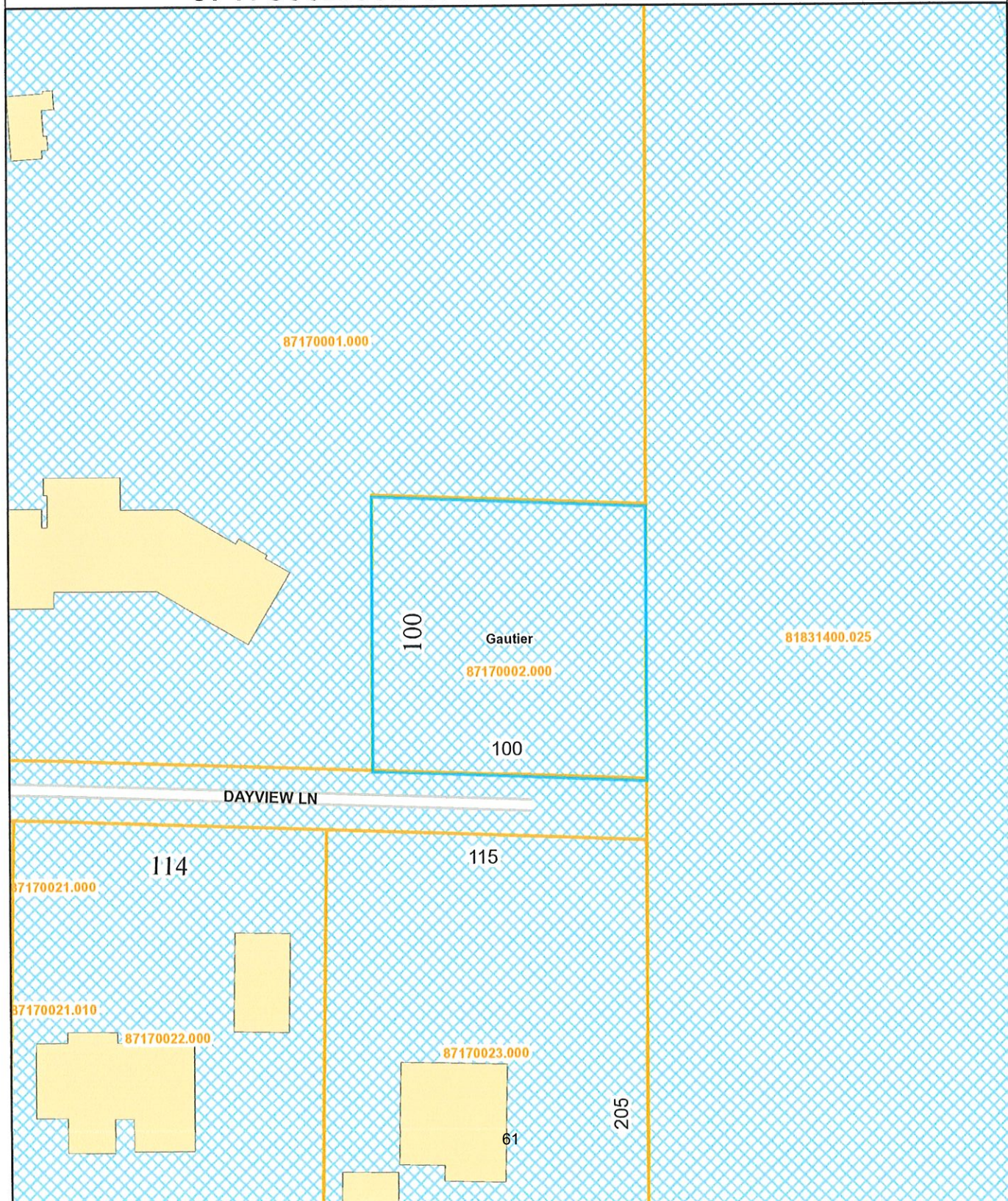
---

Description: PT BLK 1 SUTER'S CAMP S/D DESC  
AS: COM SEC NE1/4 SEC 36 N 927'  
TO N/M DAYVIEW DR & POB N 88 DEG  
W ALG N/M 102.96' N 96.96' S 89  
DEG E 102.43' S 98.22' TO POB  
DB 1237-828 (12 Map777.36-01)



Exhibit "A")

87170002.000 CAMBRE DANIEL JAMES





# Exhibit "A"

## 87170023.000 CAMBRE DANIEL J

PIDN: 87170023.000

GISP: 777.36-01-0011.00

### Owner Information

---

Percent of Ownership: PERCENT\_OF

Name: CAMBRE DANIEL J

Name 2:

Mailing Address: P O BOX 330  
GAUTIER MS  
39553

Site Address: 1405 DAYVIEW LN GAUTIER

### Land Information

---

Section: 36 Acreage: .54

Township: 7S

Range: 7W

Street Name DAYVIEW  
LN

### Value and Tax Information

---

Total Assessed Value: 7775

Total Appraised Value: 77750

Improvement Value: 68870

Land Value: 8880

Tax Amount: 841

SQ FT: 1069 Year Built: 1994

### Legal Description

---

Description: LOT 3 BLK 2 SUTER'S CAMP S/D  
DB 1034-612 (11 Map777.36-01)



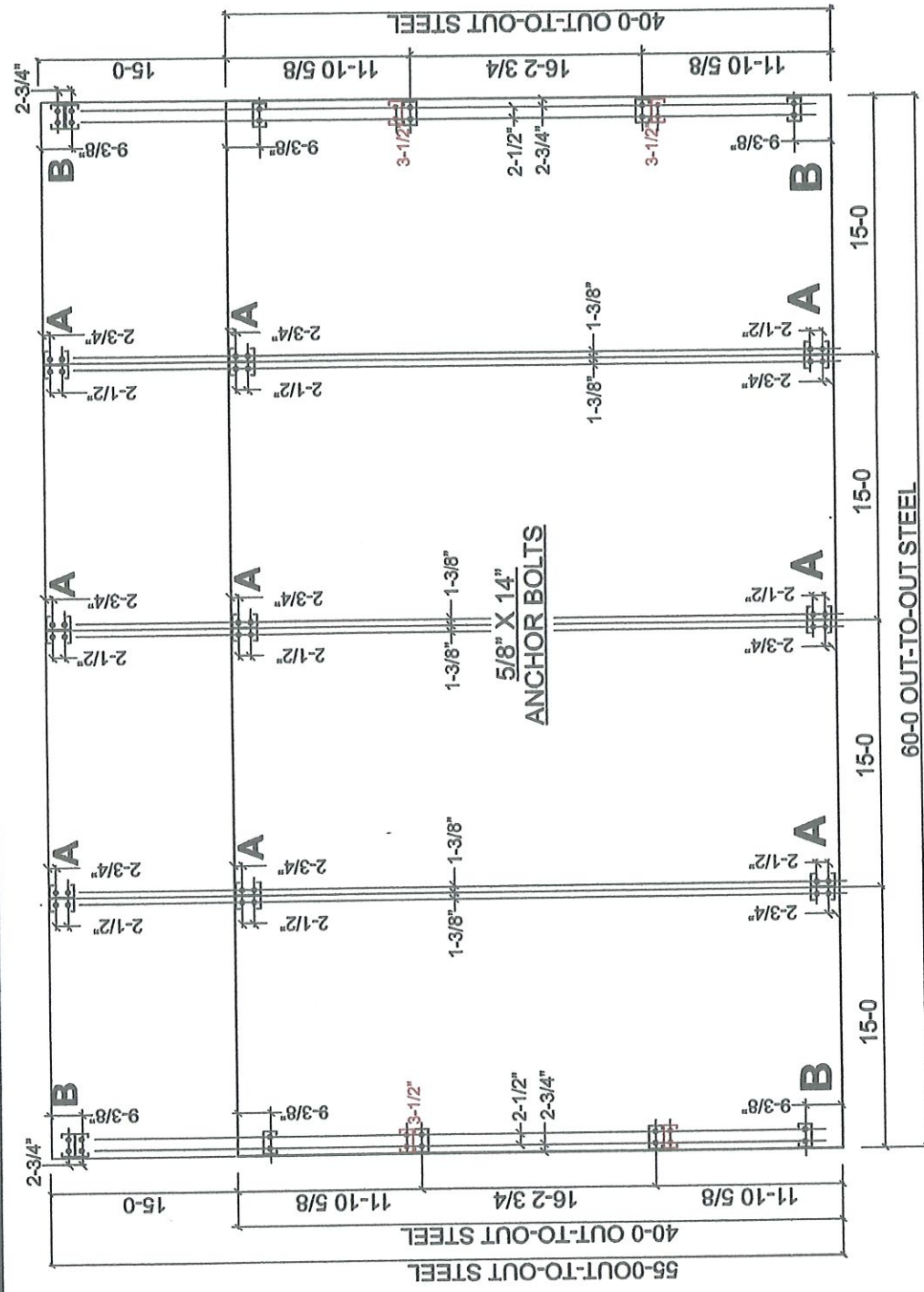
# Exhibit "A"





Exhibit "B"

\*Refer to Anchor Bolt  
Detail for Connection  
Specifications



ANCHOR BOLT

|                          |  |                            |              |                                      |                |                                |                       |
|--------------------------|--|----------------------------|--------------|--------------------------------------|----------------|--------------------------------|-----------------------|
| SNOW LOAD: 0             |  | WIND LOAD: 161             | EXPOSURE: C  | SEISMIC:                             | BLDG CODE: IBC | Simpson Steel Building Company |                       |
| DRAWING # 21-1025D       |  | TYPE OF FRAME: TRUSS FRAME |              | CUSTOMER NAME: Kammy Goff            |                |                                | 1117 Solitude Dr.     |
| BUILDING DIM: 40X60X16   |  | ROOF PITCH: 3:12           | PAGE: 1 OF 9 | CUSTOMER ADDRESS: Gauthier, MS 39553 |                |                                | Van Buren, AR 72956   |
| DATE OF DRAWING: 4-21-21 |  | DRAWN BY: DJW              | SCALE: NTS   | CUSTOMER PHONE:                      |                |                                | PHONE: 1-800-255-7624 |

Mr. NANGIA P.E.  
CONSULTING ENGINEER • STRUCTURAL CIVIL  
7423 HOLLOW RIDGE DRIVE HOUSTON, TX 77055



THIS DOCUMENT WAS PROVIDED BY AND/OR UNDER THE DIRECT SUPERVISION OF Mr. NANGIA P.E.



### SURVEY DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 7 SOUTH, RANGE 7 WEST, ST. STEPHENS MERIDIAN, CITY OF GAUTIER, JACKSON COUNTY, MISSISSIPPI AND BEING FURTHER DESCRIBED AS FOLLOWS:

[illegible]

## GPS NOTATION

BEARINGS FOR THIS SURVEY WERE ESTABLISHED IN MISSISSIPPI STATE PLANE EAST ZONE COORDINATES BY GPS OBSERVATION. COMBINED FACTOR DERIVED USING CORPSCON 6.

# SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON DESCRIBED AND DELINEATED, AND THAT THE MEASUREMENTS AND OTHER DATA INDICATED ARE IN ACCORD WITH THE BEST OF MY KNOWLEDGE AND BELIEF. THIS IS A CLASS "B" SURVEY PERFORMED ON 01/23-01/24/2018.



Paul A. L. 02/19/2018  
STATE OF MISSISSIPPI  
P23174  
DATE

FRANK ANTHONI HELS F.B.I. 10/174

---

PREPARED BY:



# WALLPAPER PATENT

**BOUNDARY AND EXISTING CONDITIONS  
BLOCK 1, SUTER'S CAMP SUBDIVISION**

SITUATED IN THE NORTHEAST QUARTER,  
SECTION 36, TOWNSHIP 7 SOUTH,  
RANGE 7 WEST, ST. STEPHENS MERIDIAN,  
CITY OF GAUTIER,  
JACKSON COUNTY, MISSISSIPPI

SV-01  
1 of 1

## REFERENCE MATERIAL

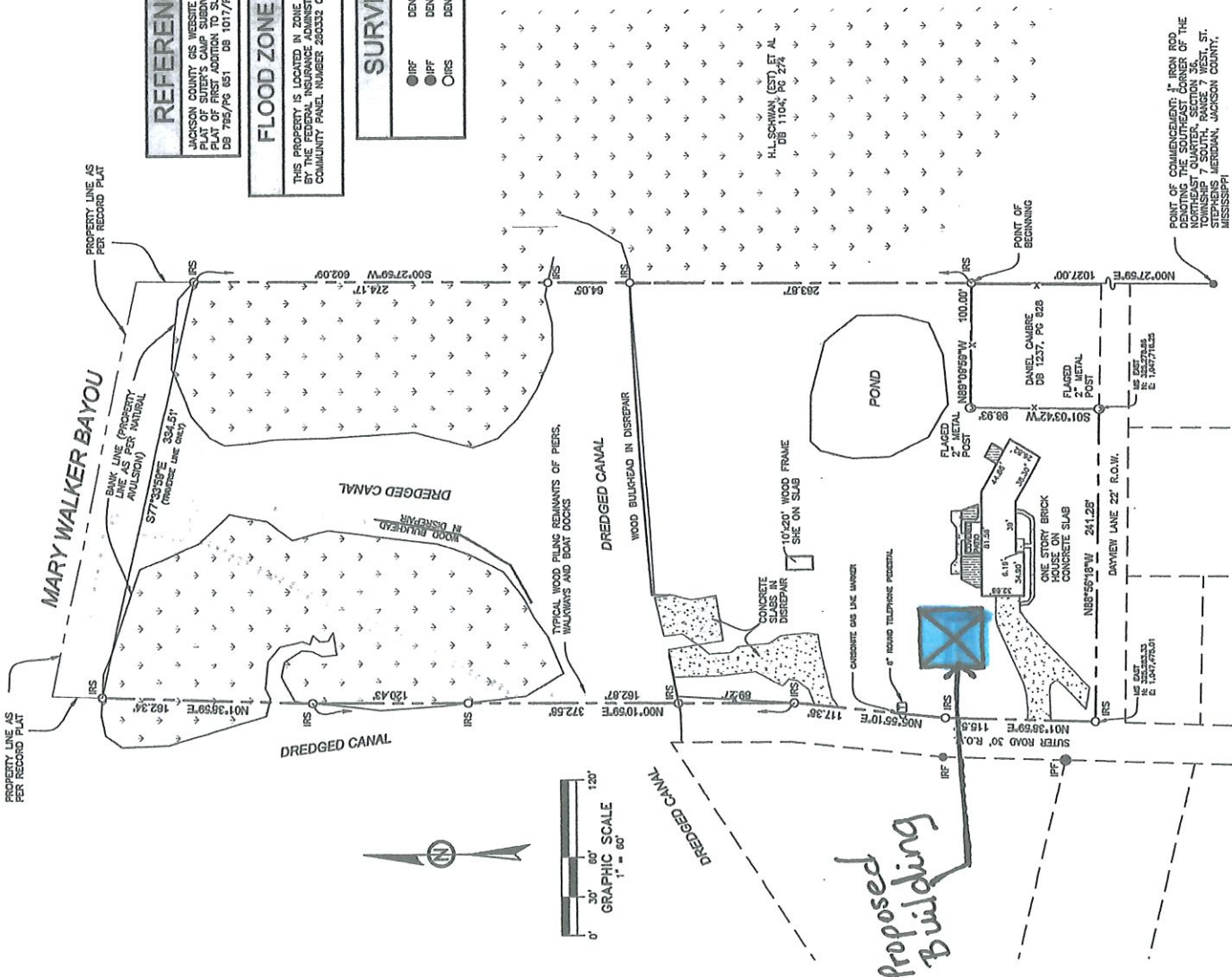
JACKSON COUNTY GIS WEBSITE  
PLAT OF SUTER'S CAMP SUBDIVISION  
PLAT OF FIRST ADDITION TO SUTER'S CAMP  
DB 785/PG 651 DB 1017/PG 13 DB 1037/PG 761

## FLOOD ZONE INFORMATION

THIS PROPERTY IS LOCATED IN ZONE "AE" (BASE ELEV. 11.00), AS PUBLISHED BY THE FEDERAL INSURANCE ADMINISTRATION, OFFICIAL FLOOD HAZARD MAP, COMMUNITY PANEL NUMBER 280332 0319 G, REVISED 03/16/2009.

## SURVEY LEGEND

●IRF DENOTES 1/2" IRON ROD FOUND  
●IPF DENOTES 3/4" IRON PIPE FOUND  
○IRS DENOTES 1/2" CAPPED IRON ROD SET



POINT OF COMMENCEMENT: 1<sup>st</sup> IRON ROAD DENOTING THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 7 WEST, ST. STEPHENS MERIDIAN, JACKSON COUNTY, MISSISSIPPI

STATE OF MS  
JACKSON COUNTY

**SWORN AFFIDAVIT**

We, MICHAEL SCOTT COLBORN AND ELIZABETH P. COLBORN, hereby attest that we are the owners of 1409 Dayview Lane, Gautier, MS 39553 and is identified by Jackson County, MS Land Records as parcel numbers: 87170022.000 attached hereto as Exhibit "A". I hereby attest that my property is directly across the front of Kammy S. Goff and Terry F. Goff's primary residence located at 3632 Suter Road, Gautier, MS and is identified by Jackson County, MS Land Records as parcel numbers: 87170001.000 and 87170101.025. We have reviewed the building that the Goffs' are requesting the City of Gautier to grant a variance to build, attached hereto as Exhibit "B" and survey of the Goffs' property marking the spot by blue a highlighted X enclosed in box and labeled as "Proposed Building", attached hereto as Exhibit "C". I understand that the request the City of Gautier's Unified Development of Ordinance page V-27 states the following:

**Maximum Lot Coverage**-Twenty-Five (25) percent for the principal structure and accessory structures. Accessory structures shall not exceed twenty (20) percent of the rear lot area or fifty (50) percent of the main building area, whichever is less.

We do **NOT** have any objections to the approval of the variance requested by the Goffs' to build an accessory building over the (50) percent size of the main building area.

WITNESS MY SIGNATURE, on this the 25 day of June, 2021.

  
MICHAEL SCOTT COLBORN

  
ELIZABETH P. COLBORN

STATE OF MS  
JACKSON COUNTY

PERSONALLY appeared, before me, the undersigned authorities in and for the said County and State, within my jurisdiction, the within named MICHAEL SCOTT COLBORN AND ELIZABETH P. COLBORN, who acknowledged to me that they executed, signed and delivered the above and foregoing Sworn Affidavit of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICAL SEAL OF OFFICE, this the 25 day of June, 2021.

  
Notary Public

My Commission Expires: Aug. 27, 2022





87170022.000 COLBORN MICHAEL SCOTT &

PIDN: 87170022.000

GISP: 777.36-01-0010.00

**Owner Information**

---

Percent of Ownership: PERCENT\_OF

Name: COLBORN MICHAEL SCOTT &

Name 2: ELIZABETH P

Mailing Address: 1409 DAYVIEW LN

GAUTIER MS

39553

Site Address: 1409 DAYVIEW LN GAUTIER

**Land Information**

---

Section: 36

Acreage: .55

Township: 7S

Range: 7W

Street Name DAYVIEW  
LN

**Value and Tax Information**

---

Total Assessed Value: 7763

Total Appraised Value: 77630

Improvement Value: 68690

Land Value: 8940

Tax Amount: 839

SQ FT: 1783 Year Built: 1973

**Legal Description**

---

Description: LOT 2 BLK 2 SUTER'S CAMP S/D

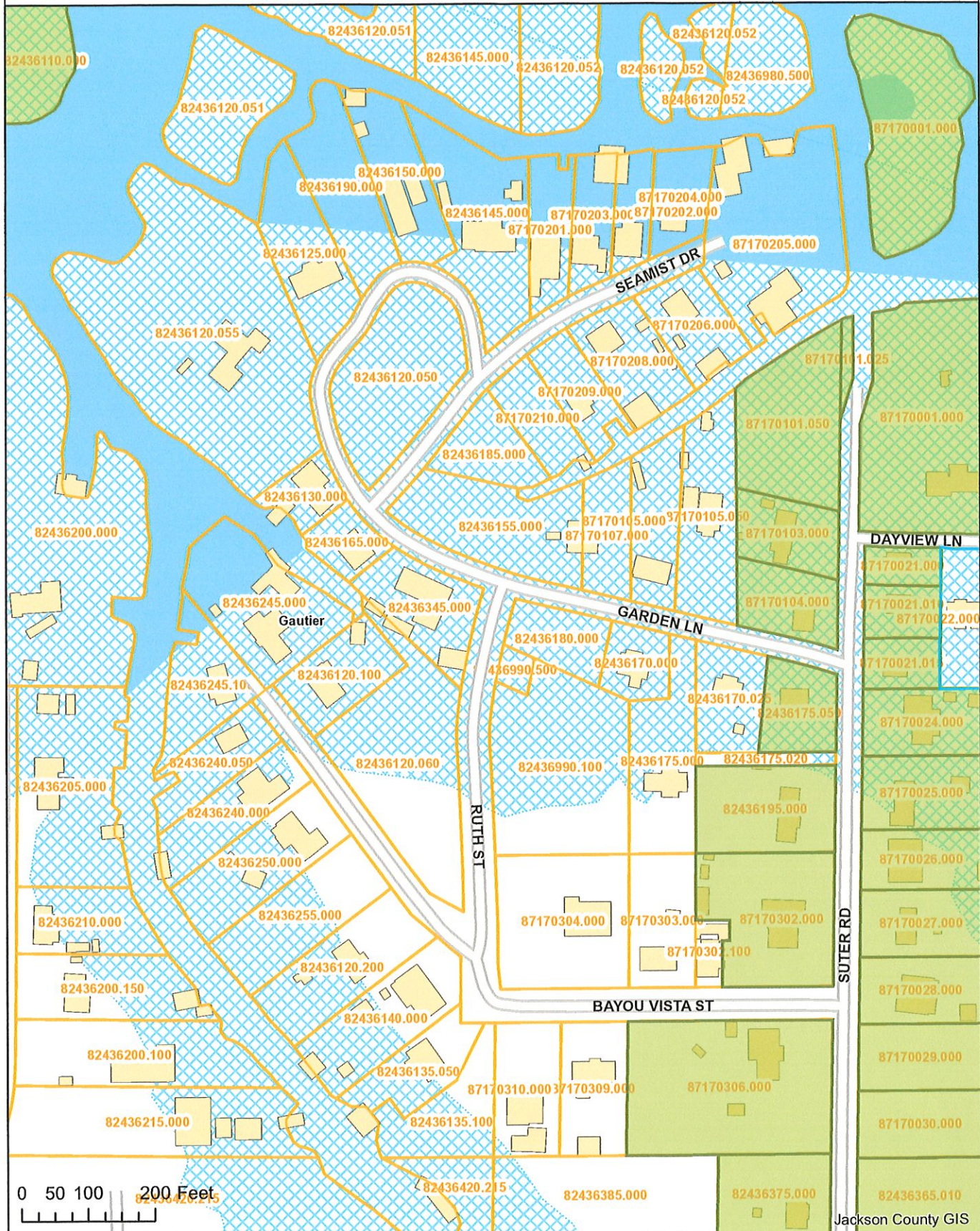
DB 1123-641 (10 Map777.36-01)

Deed Book / Page: 1123 / 641

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87170022.000 COLBORN MICHAEL SCOTT &



<https://webmap.co.jackson.ms.us/>

6/24/2021



STATE OF MS  
Stone COUNTY

**SWORN AFFIDAVIT**

I, ANGELA BENOIT ELKINS, hereby attest that I am the owner of the property identified by Jackson County, MS Land Records as parcel number: 87170101.050 attached hereto as Exhibit "A". I hereby attest that my property is close to Kammy S. Goff and Terry F. Goff's primary residence located at 3632 Suter Road, Gautier, MS and is identified by Jackson County, MS Land Records as parcel numbers: 87170001.000 and 87170101.025. We have reviewed the building that the Goffs' are requesting the City of Gautier to grant a variance to build, attached hereto as Exhibit "B" and survey of the Goffs' property marking the sport by blue a highlighted X enclosed in box and labeled as "Proposed Building", attached hereto as Exhibit "C". I understand that the request the City of Gautier's Unified Development of Ordinance page V-27 states the following:

**Maximum Lot Coverage**-Twenty-Five (25) percent for the principal structure and accessory structures. Accessory structures shall not exceed twenty (20) percent of the rear lot area or fifty (50) percent of the main building area, whichever is less.

I do **NOT** have any objections to the approval of the variance requested by the Goffs' to build an accessory building over the (50) percent size of the main building area.

WITNESS MY SIGNATURE, on this the 30 day of June, 2021.

Angela Benoit Elkins  
ANGELA BENOIT ELKINS

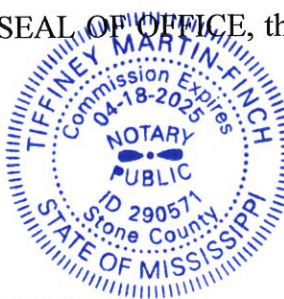
STATE OF MS  
Stone COUNTY

PERSONALLY appeared, before me, the undersigned authorities in and for the said County and State, within my jurisdiction, the within named ANGELA BENOIT ELKINS, who acknowledged to me that he executed, signed and delivered the above and foregoing Sworn Affidavit of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICAL SEAL OF OFFICE, this the 30 day of June, 2021.

Tiffney Martin Finch  
Notary Public

My Commission Expires: 4/18/2025



## 87170101.050 ELKINS ANGELA BENOIT

PIDN: 87170101.050

GISP: 777.36-01-0015.00M

**Owner Information**

---

Percent of Ownership: PERCENT\_OF

Name: ELKINS ANGELA BENOIT

Name 2:

Mailing Address: P O BOX 286  
SANDERSVILLE MS  
39477

Site Address: 3633 SUTER RD GAUTIER

**Land Information**

---

Section: 36 Acreage: .98

Township: 7S

Range: 7W

Street Name SUTER  
RD**Value and Tax Information**

---

Total Assessed Value: 4008

Total Appraised Value: 26720

Improvement Value: 0

Land Value: 26720

Tax Amount: 588

SQ FT: 0 Year Built: 0000

**Legal Description**

---

Description: LOTS 1 & 2 SUTERS CAMP S/D 1ST  
ADD DESC AS BEG SEC LOT 1 1ST  
ADDN SUTERS CAMP S/D N 1\* E ALG  
SUTER RD 94.15' N 5\* E 117' N  
93.34' TO CANAL S 57\* W ALG  
CANAL 204.68' S 1\* W 153.94' S  
76\* E 166.11' TO POB DB 1017-13  
(15M Map777.36-01)

Deed Book / Page: 1017 / 13



# Exhibit "A"

87170101.050 ELKINS ANGELA BENOIT





STATE OF MS  
JACKSON COUNTY

**SWORN AFFIDAVIT**

I, TANNER LEE NICHOLAS CUMBEST, hereby attest that I am the owner of 3628, Gautier, MS 39553 and is identified by Jackson County, MS Land Records as parcel number: 87170021.000 attached hereto as Exhibit "A". I hereby attest that my property is close to Kammy S. Goff and Terry F. Goff's primary residence located at 3632 Suter Road, Gautier, MS and is identified by Jackson County, MS Land Records as parcel numbers: 87170001.000 and 87170101.025. We have reviewed the building that the Goffs' are requesting the City of Gautier to grant a variance to build, attached hereto as Exhibit "B" and survey of the Goffs' property marking the sport by blue a highlighted X enclosed in box and labeled as "Proposed Building", attached hereto as Exhibit "C". I understand that the request the City of Gautier's Unified Development of Ordinance page V-27 states the following:

**Maximum Lot Coverage**-Twenty-Five (25) percent for the principal structure and accessory structures. Accessory structures shall not exceed twenty (20) percent of the rear lot area or fifty (50) percent of the main building area, whichever is less.

I do **NOT** have any objections to the approval of the variance requested by the Goffs' to build an accessory building over the (50) percent size of the main building area.

WITNESS MY SIGNATURE, on this the 29 day of June, 2021.

TANNER LEE NICHOLAS CUMBEST

STATE OF MS  
JACKSON COUNTY

PERSONALLY appeared, before me, the undersigned authorities in and for the said County and State, within my jurisdiction, the within named TANNER LEE NICHOLAS CUMBEST, who acknowledged to me that he executed, signed and delivered the above and foregoing Sworn Affidavit of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICAL SEAL OF OFFICE, this the 29 day of June, 2021.

  
Notary Public

My Commission Expires: May 22, 2024



## 87170021.000 CUMBEST TANNER LEE NICHOLAS

PIDN: 87170021.000

GISP: 777.36-01-0009.00

**Owner Information**

---

Percent of Ownership: PERCENT\_OF

Name: CUMBEST TANNER LEE NICHOLAS

Name 2:

Mailing Address: 3628 SUTER RD

GAUTIER MS

39553

Site Address: 3628 SUTER RD GAUTIER

**Land Information**

---

Section: 36

Acreage: .15

Township: 7S

Range: 7W

Street Name SUTER  
RD**Value and Tax Information**

---

Total Assessed Value: 5636

Total Appraised Value: 37570

Improvement Value: 33260

Land Value: 4310

Tax Amount: 827

SQ FT: 832 Year Built: 1950

**Legal Description**

---

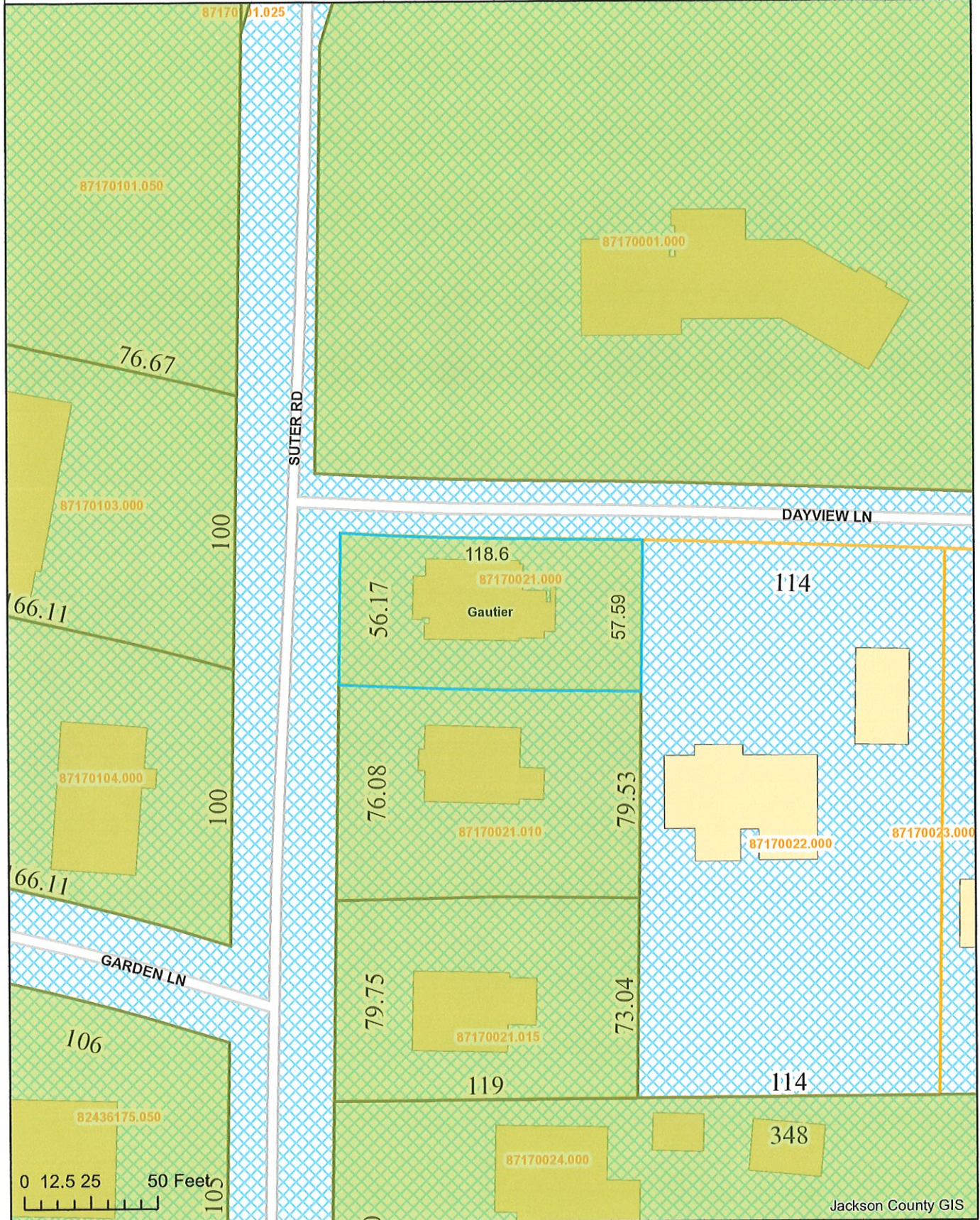
Description: BEG NWC LOT 1 BLK 2 SUTER'S  
CAMP S/D PB 2-75 S88°E 116.86'  
S 57.59' S88°W 117.55' N 56.17'  
TO POB BEING PT LOT 1 BLK 2  
SUTER'S CAMP S/D PB 2-75  
DB 1888-87 (9 MAP777.36-01)

Deed Book / Page: 1888 / 87



Exhibit "A"

87170021.000 CUMBEST TANNER LEE NICHOLAS





STATE OF MS  
JACKSON COUNTY

**SWORN AFFIDAVIT**

We, BERT PHELPS, JR AND CAROL A. PHELPS, hereby attest that we are the owners of 3629, Gautier, MS 39553 and is identified by Jackson County, MS Land Records as parcel number: 87170103.000 attached hereto as Exhibit "A". I hereby attest that my property is close to Kammy S. Goff and Terry F. Goff's primary residence located at 3632 Suter Road, Gautier, MS and is identified by Jackson County, MS Land Records as parcel numbers: 87170001.000 and 87170101.025. We have reviewed the building that the Goffs' are requesting the City of Gautier to grant a variance to build, attached hereto as Exhibit "B" and survey of the Goffs' property marking the spot by blue a highlighted X enclosed in box and labeled as "Proposed Building", attached hereto as Exhibit "C". I understand that the request the City of Gautier's Unified Development of Ordinance page V-27 states the following:

**Maximum Lot Coverage**-Twenty-Five (25) percent for the principal structure and accessory structures. Accessory structures shall not exceed twenty (20) percent of the rear lot area or fifty (50) percent of the main building area, whichever is less.

We do **NOT** have any objections to the approval of the variance requested by the Goffs' to build an accessory building over the (50) percent size of the main building area.

WITNESS MY SIGNATURE, on this the 28<sup>th</sup> day of June, 2021.

Bert Phelps Jr  
BERT PHELPS, JR

Carol A. Phelps  
CAROL A. PHELPS

STATE OF MS  
JACKSON COUNTY

PERSONALLY appeared, before me, the undersigned authorities in and for the said County and State, within my jurisdiction, the within named BERT PHELPS, JR. AND CAROL A. PHELPS, who acknowledged to me that they executed, signed and delivered the above and foregoing Sworn Affidavit of writing on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICAL SEAL OF OFFICE, this the 28<sup>th</sup> day of June, 2021.

Jenna M. Talley  
Notary Public

My Commission Expires: Oct. 5, 2024



## 87170103.000 PHELPS BERT JR &amp; CAROLA (LE)

PIDN: 87170103.000

GISP: 777.36-01-0017.00

**Owner Information**

---

Percent of Ownership: PERCENT\_OF

Name: PHELPS BERT JR &amp; CAROLA (LE)

Name 2:

Mailing Address: 3629 SUTER RD

GAUTIER MS

39553

Site Address: 3629 SUTER RD GAUTIER

**Land Information**

---

Section: 36

Acreage: .37

Township: 7S

Range: 7W

Street Name SUTER  
RD**Value and Tax Information**

---

Total Assessed Value: 6295

Total Appraised Value: 62950

Improvement Value: 55030

Land Value: 7920

Tax Amount: 0

SQ FT: 1296 Year Built: 1965

**Legal Description**

---

Description: LOT 3 SUTER'S CAMP 1ST ADD

DB 286-288 DB 1068-564

(17 Map777.36-01)

Deed Book / Page: 286 / 288



# Exhibit "A"

87170103.000 PHELPS BERT JR & CAROL A (LE)





# 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:

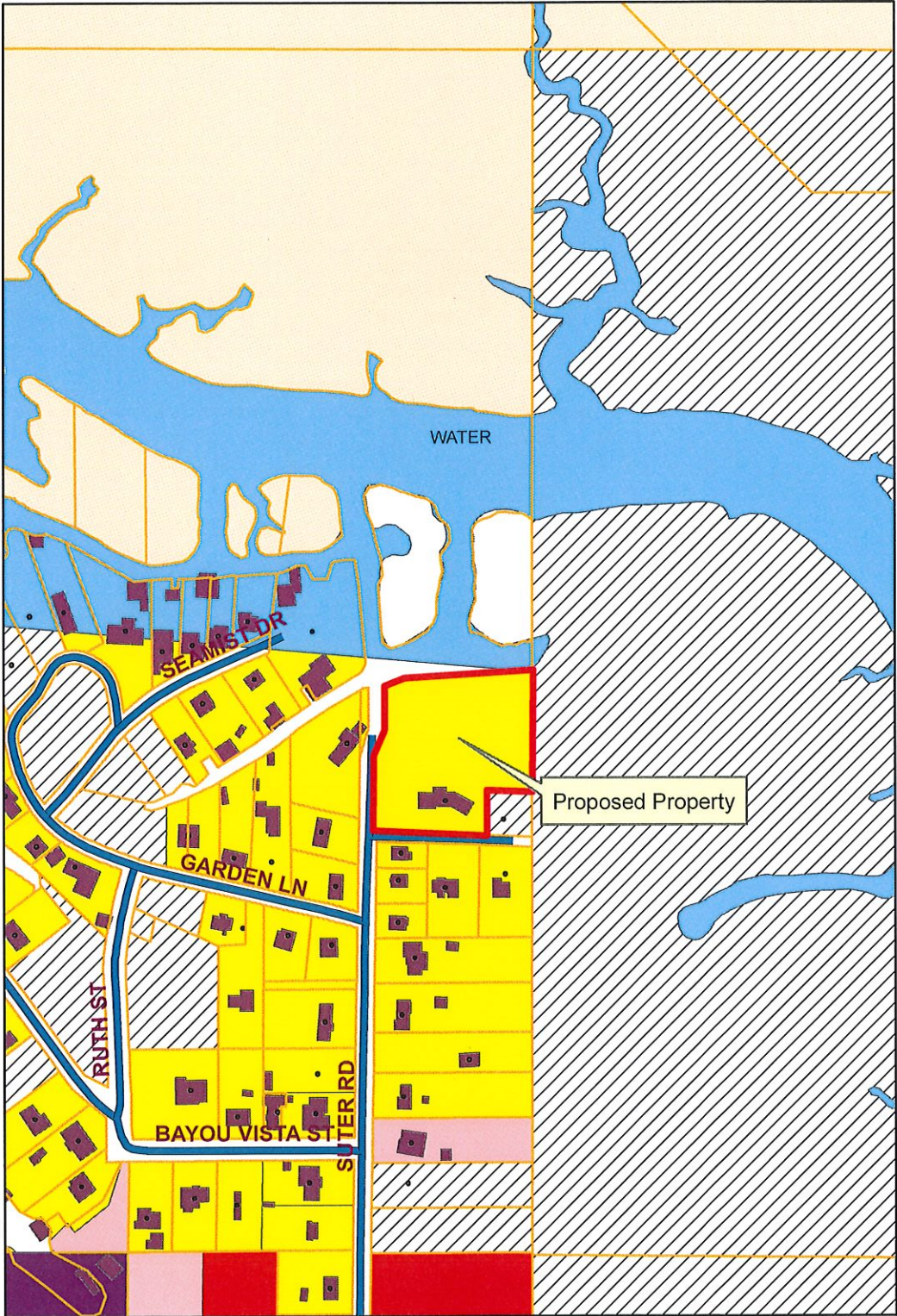
City of Gautier  
Planning Department

### 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

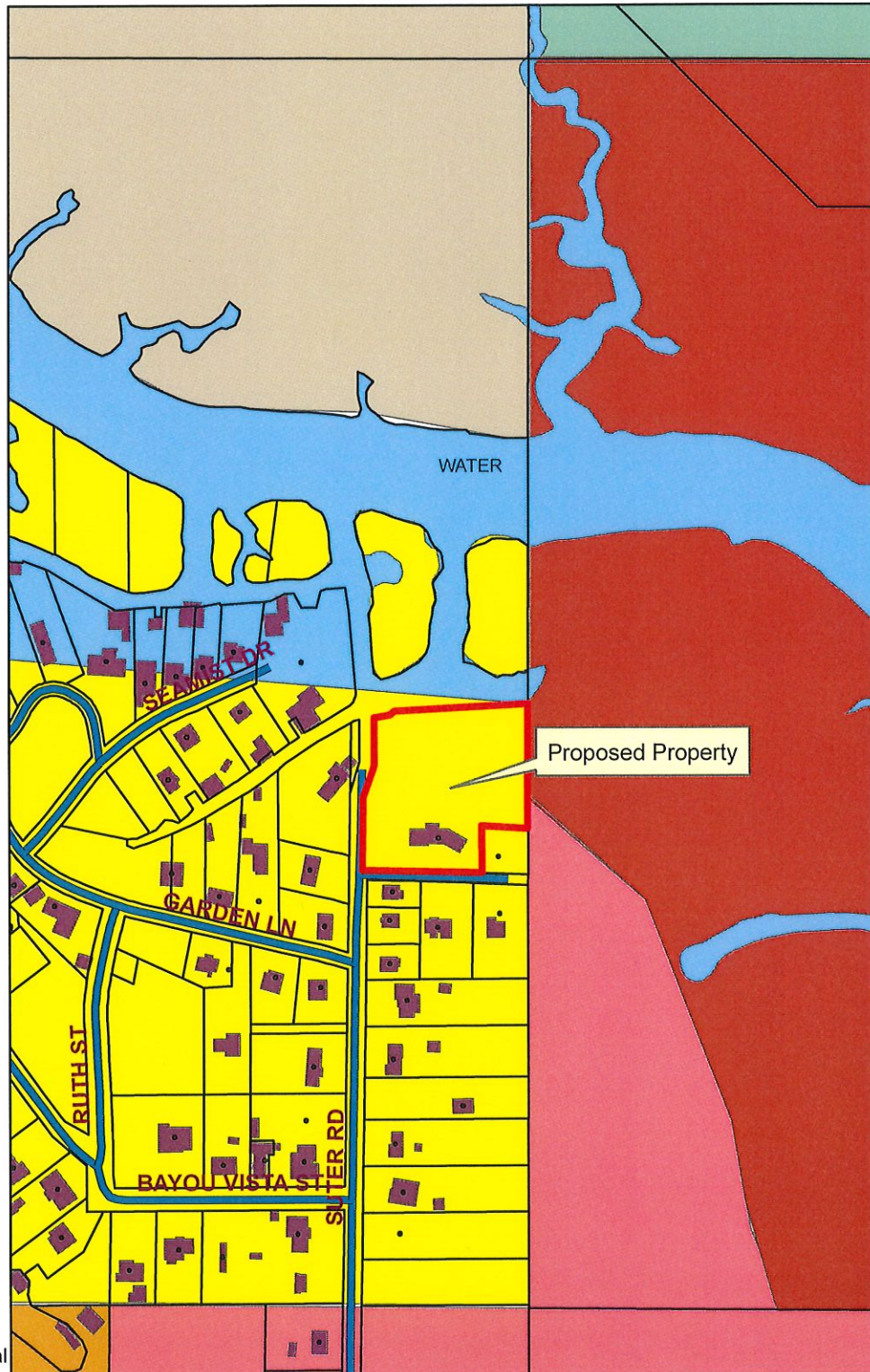
Prepared By:  
City of Gautier  
Planning Department

## 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



### **Excerpt from August 5, 2021 Planning Commission Meeting:**

The Planning Department has received a request from Kammy S. Goff for a 1,503 square foot variance to square footage requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District at 3632 Suter Road. (GPC Case 21-39-VAR)

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

### **REQUEST:**

The Planning Department has received a request from Kammy S. Goff for a 1,503 square foot variance to square footage requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District. 3632 Suter Road, PID #87170001.000. The application fee of \$175 was paid on June 30, 2021. All public notice requirements have been met.

### **BACKGROUND:**

The request property is zoned R-1 Low Density Single-Family Residential. The applicant would like to build an accessory building with a lean-to that would total 3,360 square feet. The principal structure on the property is approximately 3,714 square feet. The UDO limits accessory structures to no more than twenty (20) percent of the rear lot area or fifty (50) percent of the principal structure area, whichever is less. According to County records, the property in question is 4.45 acres.

### **DISCUSSION:**

The applicant requests a variance to the maximum square footage allowed for an accessory building in a R-1 Low Density Single-Family Residential District. The principal structure is approximately 3,714 square feet. The proposed accessory building with lean-to would total 3,360 square feet. Accessory structures shall not exceed fifty (50) percent of the principal structure. The applicant is requesting a 1,503 square foot variance to square footage requirements for the accessory building.

### **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.

#### UDO SECTION 5.4.4: R-1, Low Density Single-Family Residential District

Single-Family detached dwelling units shall meet the following development standards.

- A. Minimum Lot Area:** Ninety-six hundred (9,600) square feet
- B. Minimum Lot Width:** Eighty (80) feet for interior lots and one hundred (100) feet for corner lots at the front building line. All lots shall have a minimum of forty (40) feet on a public or platted street.
- C. Minimum Setbacks for Principal structure:**
  - Front—Twenty-five (25) feet
  - Side—Ten (10) feet for interior lots and twenty-five (25) feet for corner lots
  - Rear—Twenty-five (25) feet
- D. Minimum Setbacks for Accessory structures(s):**
  - Front—All accessory structures shall be located in the rear yard of the principal use or in the side yard, behind the main structure front building line.
  - Side—Ten (10) feet
  - Rear—Five (5) feet

- E. Maximum Building Height**—Thirty-five (35) feet for principal dwellings; Twenty-five (25) feet for accessory structures
- F. Maximum Lot Coverage**—Twenty-five (25) percent for the principal structure and accessory structures. Accessory structures shall not exceed twenty (20) percent of the rear lot area or fifty (50) percent of the principal structure area, whichever is less.
- G. Minimum Living Area of dwelling units**—Thirteen hundred twenty-five (1,325) square feet

### **RECOMMENDATION & CONCLUSION:**

Staff has been presented with no evidence or information indicating that the variance criteria listed in UDO Article IV Section 4.18.4 A through D have been met. 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 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
6. City’s Exhibit D – Future Land Use Map

**Commissioner Ward**, acting as Chairman, asked the applicant to tell the Commissioners what she was wanting to do.

**Kammy Goff** stated that she was wanting to build a building to store her equipment and personal belongings. She explained that the tides often push a lot of water and debris onto her property to the extent that it requires large equipment, such as track hoes and tractors, to clear the debris off the property. She also stated that there were other large storage buildings in the area and that she had spoken with her neighbors and no one had a problem with the building.

**Commissioner McManus** asked if some of the property's 4.45 acres was marsh or was it all land. She clarified what she meant by marsh by asking was any of the property unusable or unbuildable.

**Ms. Goff** replied that some of it is marsh but the majority of the property is buildable.

In answering **Commissioner McManus'** question as to why the building needed to be so large, **Ms. Goff** explained that the building would only be 2,400 square feet and the lean to would be 960 square feet.

**Mr. Ankerson** explained that the UDO requires him to include under beam when determining lot coverage. The intent of the ordinance in determining lot coverage is to make sure no one is covering so much of the lot that they are creating stormwater problems, etc.

**Commissioner Hoover** asked if the accessory building would be strictly for personal use or for business.

**Ms. Goff** stated that it would be for personal use only. They were making no profit from the use of their machinery and no products were being sold. She stated that besides the equipment used for cleaning the property, shrimp nets, doors to the boat, etc. would be stored in the building also.

**Commissioner Davis** asked if they sold any of the shrimp they caught.

**Ms. Goff** said they did sometimes sell the shrimp.

**Commissioner Ward** noted that she lives on a dead-end road and once she purchases the property directly across from the proposed structure the vacant property would be the only property directly in site of the building.

**There were none in attendance speaking in opposition and Staff had received no calls or letters opposing the request.**

**ACTION TAKEN:**

**Commissioner Ward** made a motion to recommend approval of the variance as presented, finding that evidence presented shows a hardship due to unique characteristics of the property.



**Commissioner Jamison** seconded the motion and the following vote was recorded:

**AYES:** Joshua Ward  
Chris Hoover  
William Davis  
Paul Gainer  
Kay C. Jamison

**NAYS:** DeAnna McManus

**Motion passed.**

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

**Council Meeting:**

**August 17, 2021**

**Title:**

**Consider a request for a variance to place an accessory building in front of the front building line of the main structure at 10 feet from the front property line in a R-1 Low Density Single-Family Residential Zoning District. 3632 Suter Road (GPC #21-40-VAR)**

**Introduced by:**

**Contact Person/Telephone**

**Scott Ankerson 497-8000 ext. 312**

**Summary Explanation: Consideration of a request for a variance to place an accessory building in front of the front building line of the main structure at 10 feet from the front property line in a R-1 Low Density Single-Family Residential Zoning District. 3632 Suter Road (GPC #21-40-VAR)**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order/Public Hearing</b>    | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**

**Approval**

**Motion Made by:**

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

**Second Made by:**

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

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Gollott</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Elbin</b>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**

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

**ORDER NUMBER 000-2021**

**WHEREAS**, the homeowner of 3632 Suter Road, (PID# 87170001.000) has requested a variance to place an accessory building in front of the front building line of the main structure at ten feet from the front property line; and

**WHEREAS**, the property is zoned R-1 Low Density Single-Family Residential, and is comprised of 4.45 acres; and

**WHEREAS**, after due public notice, Planning Commission, at its August 5, 2021 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 approval of such a variance; and

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

**THEREFORE, IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby (adopts or denies) the Gautier Planning Commission's recommendation to approve this variance.

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

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

**AYES:**

**NAYS:**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 17, 2021.



**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Babs Logan, Planning Technician  
**Date:** 08/11/2021

**Subject:** Consider a request for a variance to place an accessory building in front of the front building line of the main structure at 10 feet from the front property line in a R-1 Low Density Single-Family Residential Zoning District. 3632 Suter Road, (GPC #21-40-VAR)

---

**REQUEST:**

The Planning Department has received a request from Kammy S. Goff for a variance to place an accessory building in front of the front building line of the main structure at ten feet from the front property line in a R-1 Low Density Single-Family Residential Zoning District. 3632 Suter Road, PID #87170001.000 (GPC #21-40-VAR). The application fee of \$175 was paid on June 30, 2021. All public notice requirements have been met.

**BACKGROUND:**

The request property is zoned R-1 Low Density Single-Family Residential. The applicant would like to build an accessory building with a lean-to that would be located in front of the main structures front building line. The UDO states that all accessory structures shall be located in the rear yard of the principal use or in the side yard, behind the main structure front building line. According to County records, the property in question is 4.45 acres.

**DISCUSSION:**

The applicant requests a variance that would allow an accessory building in her front yard. The property is a 4.45-acre corner lot in a R-1 Low Density Single-Family Residential District. The proposed accessory structure would be ten (10) feet from the front property line.

**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):

30% of required off-street parking spaces and/or

30% of required setbacks from property lines

#### 4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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;

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;

That the special conditions and circumstances do not result from actions of the applicant; and

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.

#### UDO SECTION 5.4.4: R-1, Low Density Single-Family Residential District

Single-Family detached dwelling units shall meet the following development standards.

**Minimum Lot Area:** Ninety-six hundred (9,600) square feet

**Minimum Lot Width:** Eighty (80) feet for interior lots and one hundred (100) feet for corner lots at the front building line. All lots shall have a minimum of forty (40) feet on a public or platted street.

#### **Minimum Setbacks for Principal structure:**

Front—Twenty-five (25) feet

Side—Ten (10) feet for interior lots and twenty-five (25) feet for corner lots

Rear—Twenty-five (25) feet

#### **Minimum Setbacks for Accessory structures(s):**

Front—All accessory structures shall be located in the rear yard of the principal use or in the side yard, behind the main structure front building line.

Side—Ten (10) feet

Rear—Five (5) feet

**Maximum Building Height**—Thirty-five (35) feet for principal dwellings; Twenty-five (25) feet for accessory structures

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

**Minimum Living Area of dwelling units**—Thirteen hundred twenty-five (1,325) square feet

#### **RECOMMENDATION:**

The Planning Commission recommends approval of the variance as presented due to property constraints, varying topography of the buildable area, and the retention of protected trees.

City Council may:

Approve the variance request as presented;

Approve the variance request with changes; or

Deny variance request.

**ATTACHMENTS:**

1. Complete Packet 21-40-VAR
2. Excerpt GPC Meeting 8.5.21 (#21-40-VAR)



**Gautier Planning Commission**

**Regular Meeting Agenda**

**August 5, 2021**

**GPC #21-40-VAR**

**3632 Suter Road**

**VII. NEW BUSINESS**

1. Consider a request for a variance to place an accessory building in front of the front building line of the main structure in a R-1 Low Density Single-Family Residential Zoning District. 3632 Suter Road, (GPC #21-40-VAR)

**CITY OF GAUTIER  
STAFF REPORT**

**To:** Chairman and Members, Planning Commission

**From:** Scott Ankerson, Planning Director

**Date:** July 26, 2021

**Subject:** Consider a request for a variance to place an accessory building in front of the front building line of the main structure at 10 feet from the front property line in a R-1 Low Density Single-Family Residential Zoning District. 3632 Suter Road, (GPC #21-40-VAR)

---

**REQUEST:**

The Planning Department has received a request from Kammy S. Goff for a variance to place an accessory building in front of the front building line of the main structure at ten feet from the front property line in a R-1 Low Density Single-Family Residential Zoning District. 3632 Suter Road, PID #87170001.000 (GPC #21-40-VAR). The application fee of \$175 was paid on June 30, 2021. All public notice requirements have been met.

**BACKGROUND:**

The request property is zoned R-1 Low Density Single-Family Residential. The applicant would like to build an accessory building with a lean-to that would be located in front of the main structures front building line. The UDO states that all accessory structures shall be located in the rear yard of the principal use or in the side yard, behind the main structure front building line. According to County records, the property in question is 4.45 acres.

**DISCUSSION:**

The applicant requests a variance that would allow an accessory building in her front yard. The property is a 4.45-acre corner lot in a R-1 Low Density Single-Family Residential District. The proposed accessory structure would be ten (10) feet from the front property line.

**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.

#### UDO SECTION 5.4.4: R-1, Low Density Single-Family Residential District

Single-Family detached dwelling units shall meet the following development standards.

- A. **Minimum Lot Area:** Ninety-six hundred (9,600) square feet
- B. **Minimum Lot Width:** Eighty (80) feet for interior lots and one hundred (100) feet for corner lots at the front building line. All lots shall have a minimum of forty (40) feet on a public or platted street.
- C. **Minimum Setbacks for Principal structure:**
  - Front—Twenty-five (25) feet
  - Side—Ten (10) feet for interior lots and twenty-five (25) feet for corner lots
  - Rear—Twenty-five (25) feet

**D. Minimum Setbacks for Accessory structures(s):**

Front—All accessory structures shall be located in the rear yard of the principal use or in the side yard, behind the main structure front building line.

Side—Ten (10) feet

Rear—Five (5) feet

**E. Maximum Building Height—Thirty-five (35) feet for principal dwellings; Twenty-five (25) feet for accessory structures**

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

**G. Minimum Living Area of dwelling units—Thirteen hundred twenty-five (1,325) square feet**

**RECOMMENDATION & CONCLUSION:**

Staff finds that due to certain property constraints, varying topography of the buildable area, and the retention of protected trees, a variance may be applicable. However, 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 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
6. City's Exhibit D – Future Land Use Map

GAUTIER, MISSISSIPPI  
PLANNING DEPARTMENT  
PUBLIC HEARING APPLICATION

Public Hearing Number

GAC

21-40-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

|                          |          |          |
|--------------------------|----------|----------|
| Zoning Change            | _____    | \$300.00 |
| Major Development        | _____    | \$100.00 |
| Variance                 | <u>✓</u> | \$175.00 |
| Appeal to Staff Decision | _____    | \$100.00 |

\*\*\*\*\*

Name of Applicant : Kammy S. Goff  
Name of Business: N/A Phone: (601) 508-5408  
Property Address: 3633 Suter Road, Gautier Mailing Address (if Different): Same  
E-Mail Address: Kammysgoff@yahoo.com  
Reason for request, location and intended use of Property: Variance of location and set backs for Accessory Building

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.
- N/A 3. Copy of protective covenants or deed restrictions, if any.
- N/A 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- \_\_\_\_\_ 5. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.

Signature of Applicant: Kammy S. Goff Date of Application: \_\_\_\_\_

Rec'd 6-30-21 Fee pd. 175.00 Verify as complete BZ/SA



See Attached Answers

**VARIANCE CRITERIA for APPROVAL** – Please answer the questions below to establish that you meet the Criteria for Approval for a Variance. If more room is needed, answers can be provided on a separate sheet of paper.

- A.** Do 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? If yes, please explain.
- B.** Would the literal interpretation of the provisions of this Ordinance deprive the applicant (you) of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? If yes, please explain.
- C.** Do the special conditions and circumstances result from actions of the applicant (you)?
- D.** Does granting the Variance requested confer upon the applicant (you) any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district?

### **VARIANCE CRITERIA FOR APPROVAL ANSWERS**

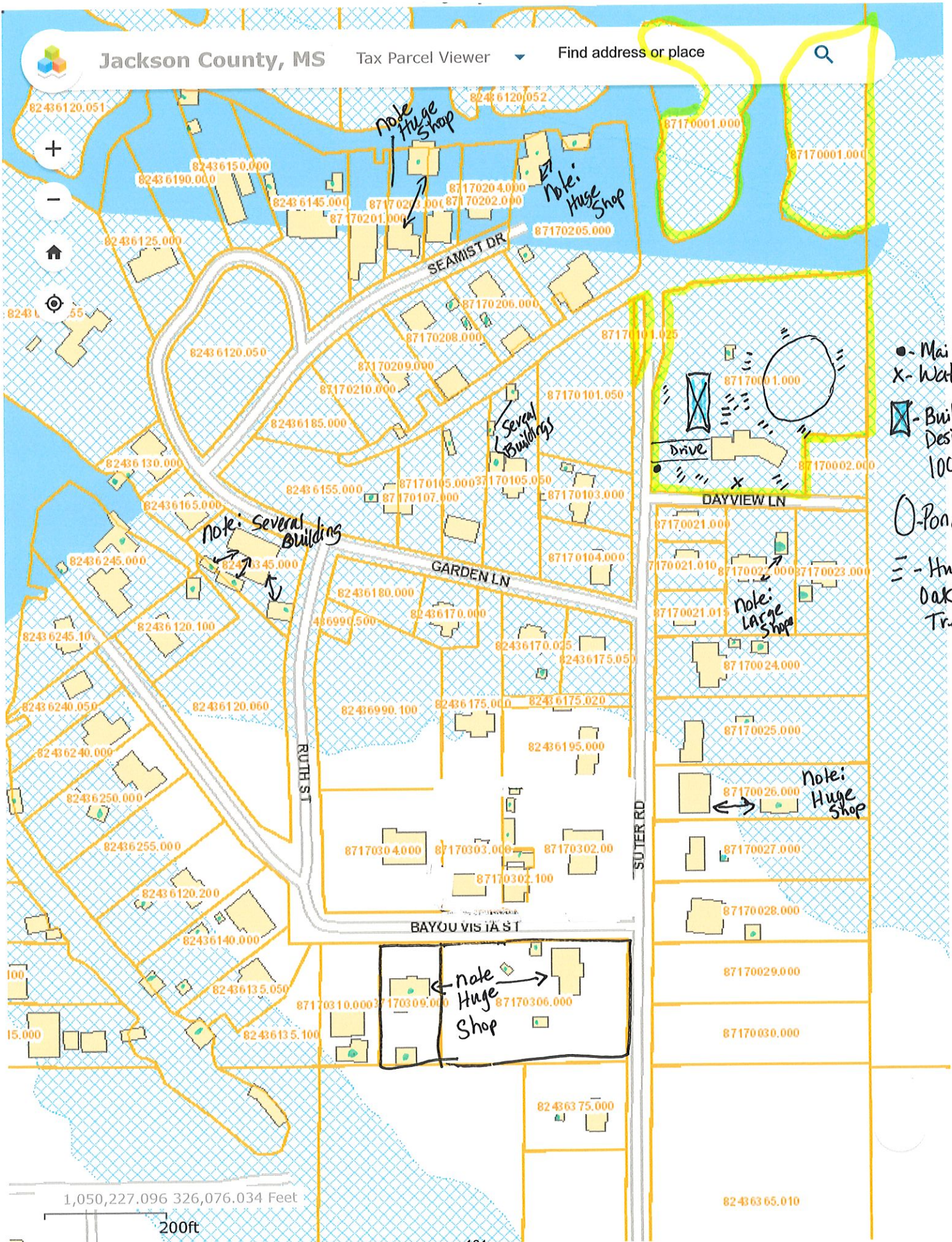
- A. Yes. My property is located on the corner of Suter Road and Dayview Lane, therefore it is defined as YARD, FRONT (PRIMARY) per Unified Development Ordinance. My property also sits on the dead end of Suter Road. I own both parcel #s 8717001.000 and 87170101. My home is an odd shape build. The front of my home, front doors and water meter are facing Dayview Lane. My drive, car garage and mailbox are facing Suter Road. The technicality of my address being Suter Road instead of Dayview Lane is what defines location of my back of my yard. Most homes' street address and mailbox are derived and located on the street the front of the home faces. Changing my address and putting my mailbox on Dayview Lane will not change the design of my home, it will only change the legal definition of where my back of my yard is located.

Due to the layout of my yard and it having a huge pond, several substantial size live oak trees, and flooding on unusual high tide, I am limited to where I can build an accessory building. In recent past storm surge, all of our stored items were submerged in salt water. My request for variance of location and set backs is the highest part of my yard which would prevent water damage from our stored items and protect substantial size live oaks.

I am requesting a variance in setbacks and location allowing me to build my home off to the West side of my home in what the Unified Development Ordinance defines as my YARD, FRONT (PRIMARY). I request the variance set back of 10 feet off my property line on the West side or my yard and 10 feet from where the back corner of my primary residence starts.

- B. Yes. Within my neighborhood several properties have larger accessory buildings or multi small accessory buildings. They are able to enjoy personal storage without the worries of unusual high tide or normal storm surge damaging their stored items.
- C. No. I purchased this home as is, where is. I cannot move my pond. I cannot prevent my property from flooding due to unusual high tide and/or normal storm surge.
- D. No. Several homes in our neighborhood have accessory buildings. Some buildings are built on side of home, in the front-side of yard and in back yard. I have reached out to all adjoining and adjacent property owners about the location and size of my building. I have obtained Affidavits from each stating no objections.





- - Mailbox
- X - Water
- - Building Desired Location
- - Pond
- - - Huge Oak Trees









Jackson County, MS

Tax Parcel Viewer

Find address or place



Suter Addresses









# 87170001.000 GOFF TERRY F & KAMMY S

PIDN: 87170001.000

GISP: 777.36-01-0013.00

## Owner Information

---

Percent of Ownership: PERCENT\_OF

Name: GOFF TERRY F & KAMMY S

Name 2:

Mailing Address: 3632 SUTER RD  
GAUTIER MS  
39553

Site Address: 3632 SUTER RD GAUTIER

## Land Information

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Section: 36 Acreage: 4.45

Township: 7S

Range: 7W

Street Name SUTER  
RD

## Value and Tax Information

---

Total Assessed Value: 20264

Total Appraised Value: 202640

Improvement Value: 133050

Land Value: 69590

Tax Amount: 2674

SQ FT: 0 Year Built: 1986

## Legal Description

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Description: BLK 1 LESS 100 X 100 FT IN SE  
CORNER & LESS .03 AC TO CITY FOR  
RD RELOCATION SUTERS CAMP S/D  
DB 1876-99 (13 MAP777.36-01)

Deed Book / Page: 1876 / 99

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<https://webmap.co.jackson.ms.us/>

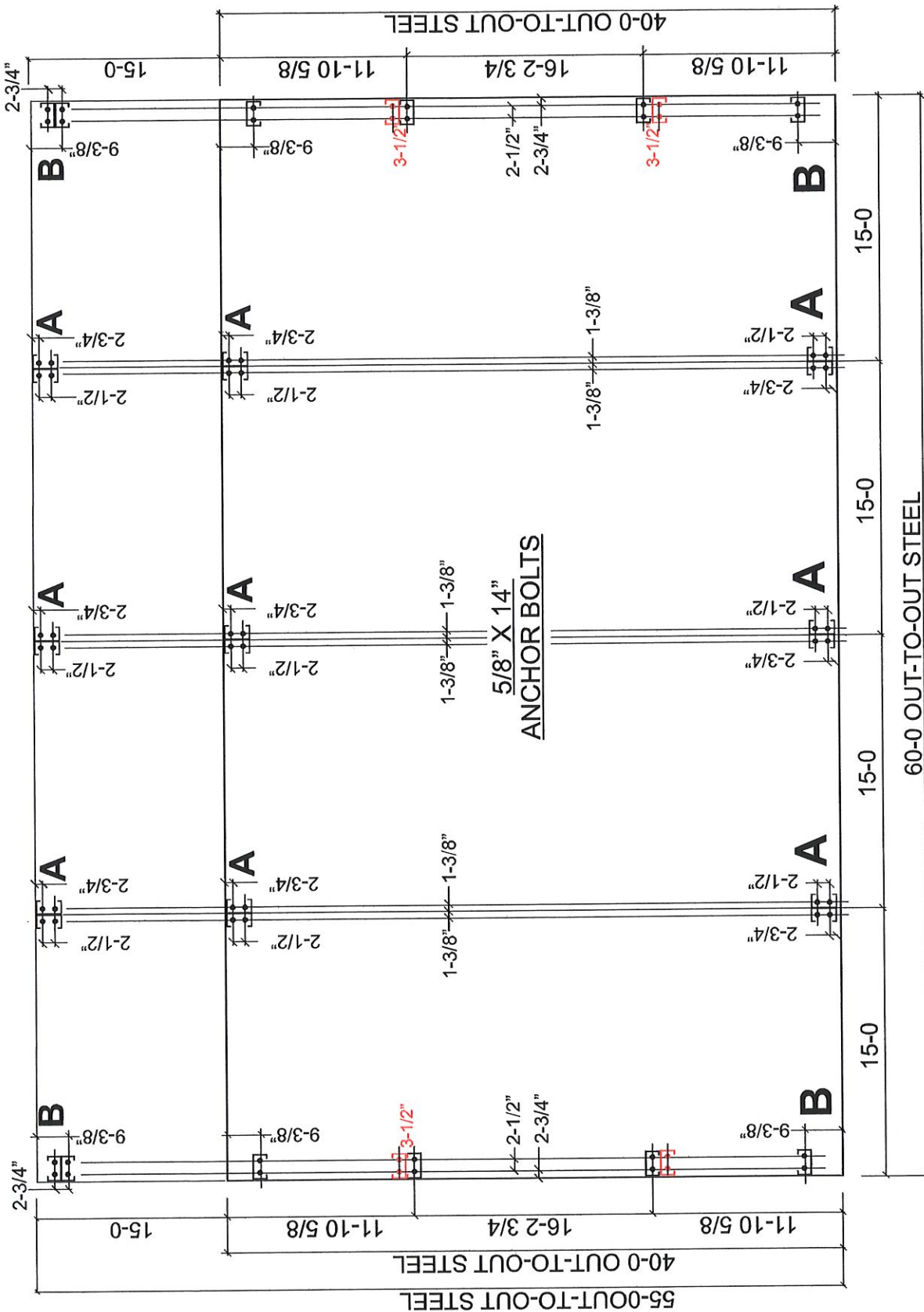


87170001.000 GOFF TERRY F & KAMMY S



Jackson County GIS





ANCHOR BOLT

|                          |                            |                           |                                                       |                                          |                                   |
|--------------------------|----------------------------|---------------------------|-------------------------------------------------------|------------------------------------------|-----------------------------------|
| SNOW LOAD: 0             | WIND LOAD: 161             | EXPOSURE: C               | SEISMIC:                                              | BLDG CODE: IBC                           | Simpson Steel Building<br>Company |
| DRAWING # 21-1025D       | TYPE OF FRAME: TRUSS FRAME | CUSTOMER NAME: Kammy Goff |                                                       |                                          |                                   |
| BUILDING DIM: 40X60X16   | ROOF PITCH: 3:12           | PAGE: 1 OF: 9             | CUSTOMER ADDRESS: 3632 Suter Rd.<br>Gautier, MS 39553 | 1117 Solitude Dr.<br>Van Buren, AR 72956 |                                   |
| DATE OF DRAWING: 4-21-21 | DRAWN BY: DJW              | SCALE: NTS                | CUSTOMER PHONE:                                       | PHONE: 1-800-255-7624                    |                                   |



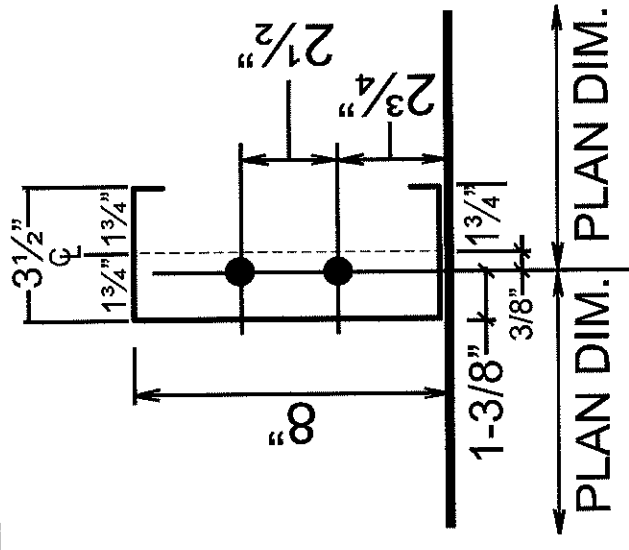
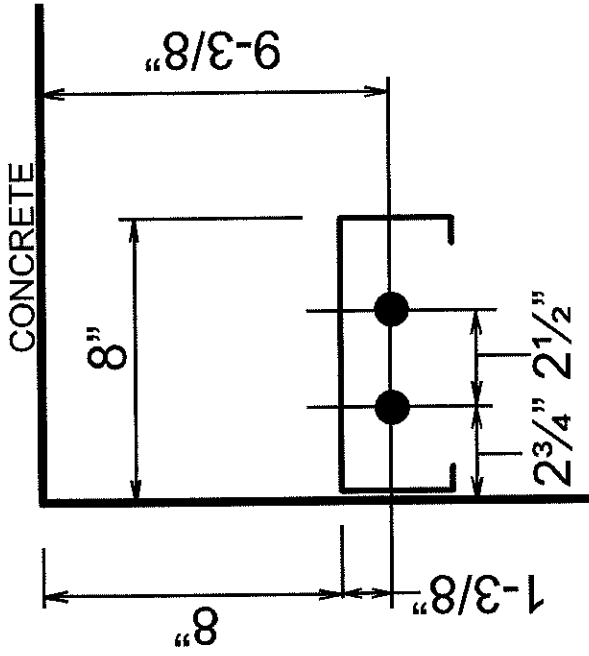
BACK  
TRUSS

B

A.B. AT CORNERS

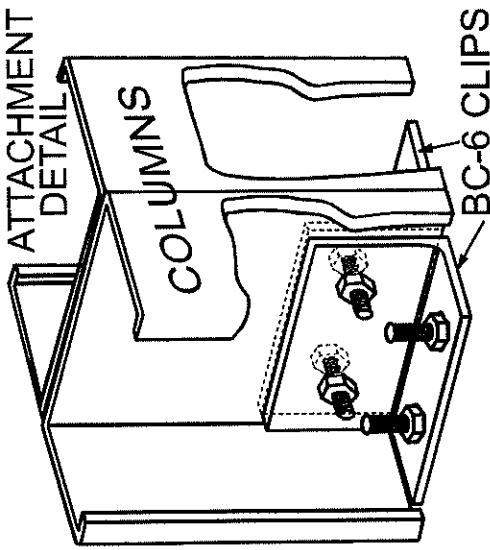
C

A.B. (C3 @ PEAK)

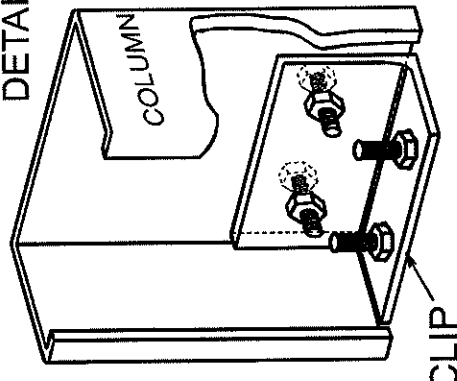


108

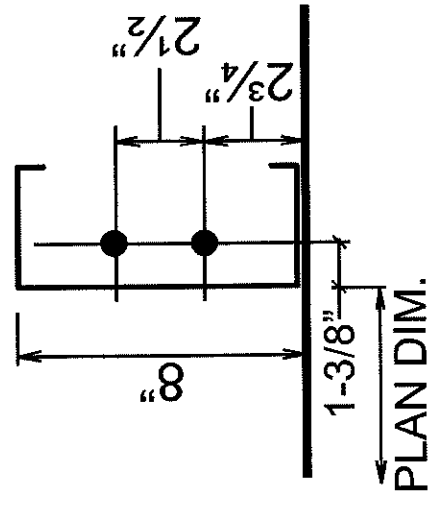
BACK TO BACK BC6 CLIP  
ATTACHMENT  
DETAIL



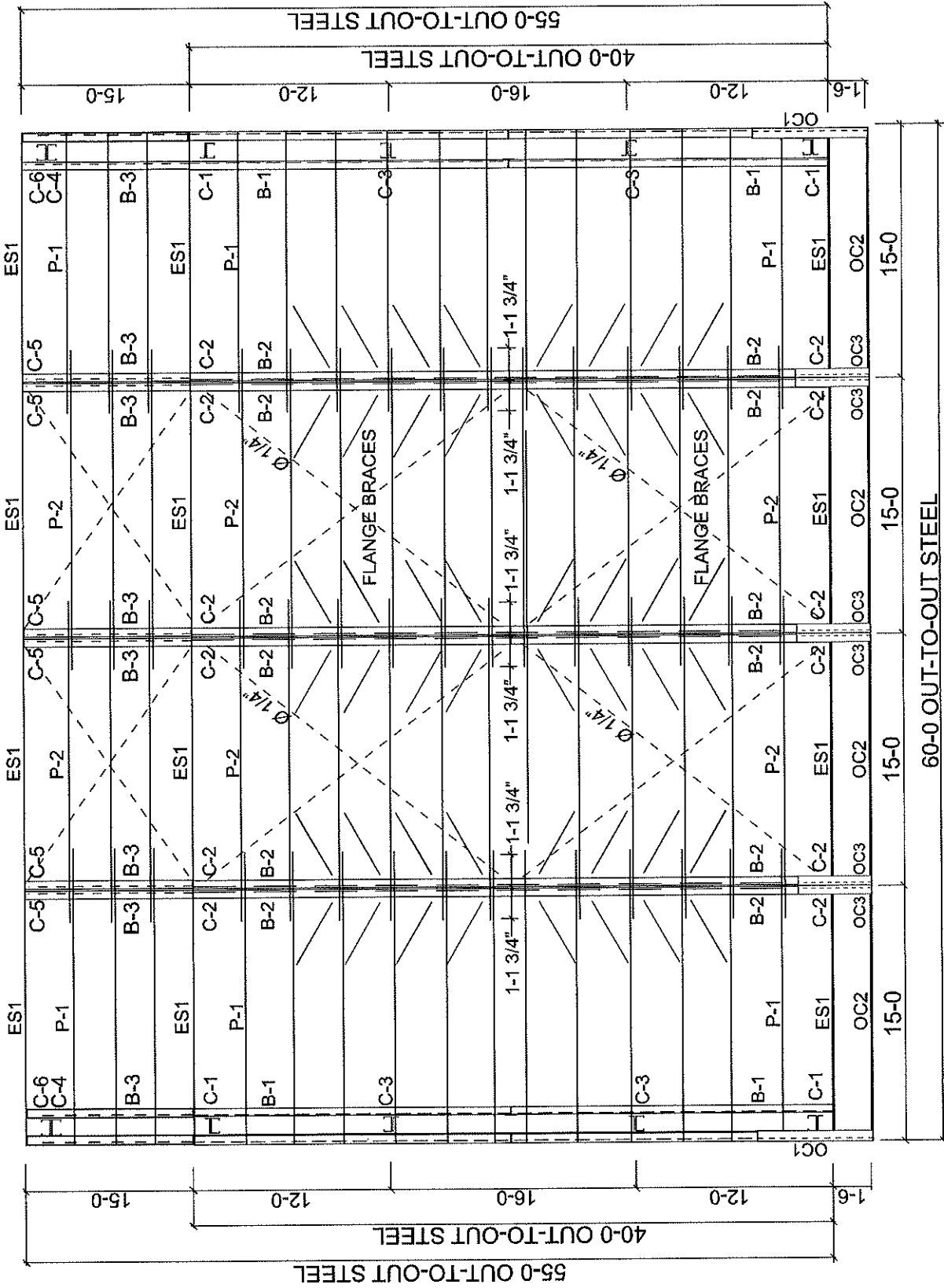
SINGLE COLUMN BC6 CLIP  
ATTACHMENT  
DETAIL



SINGLE COLUMN

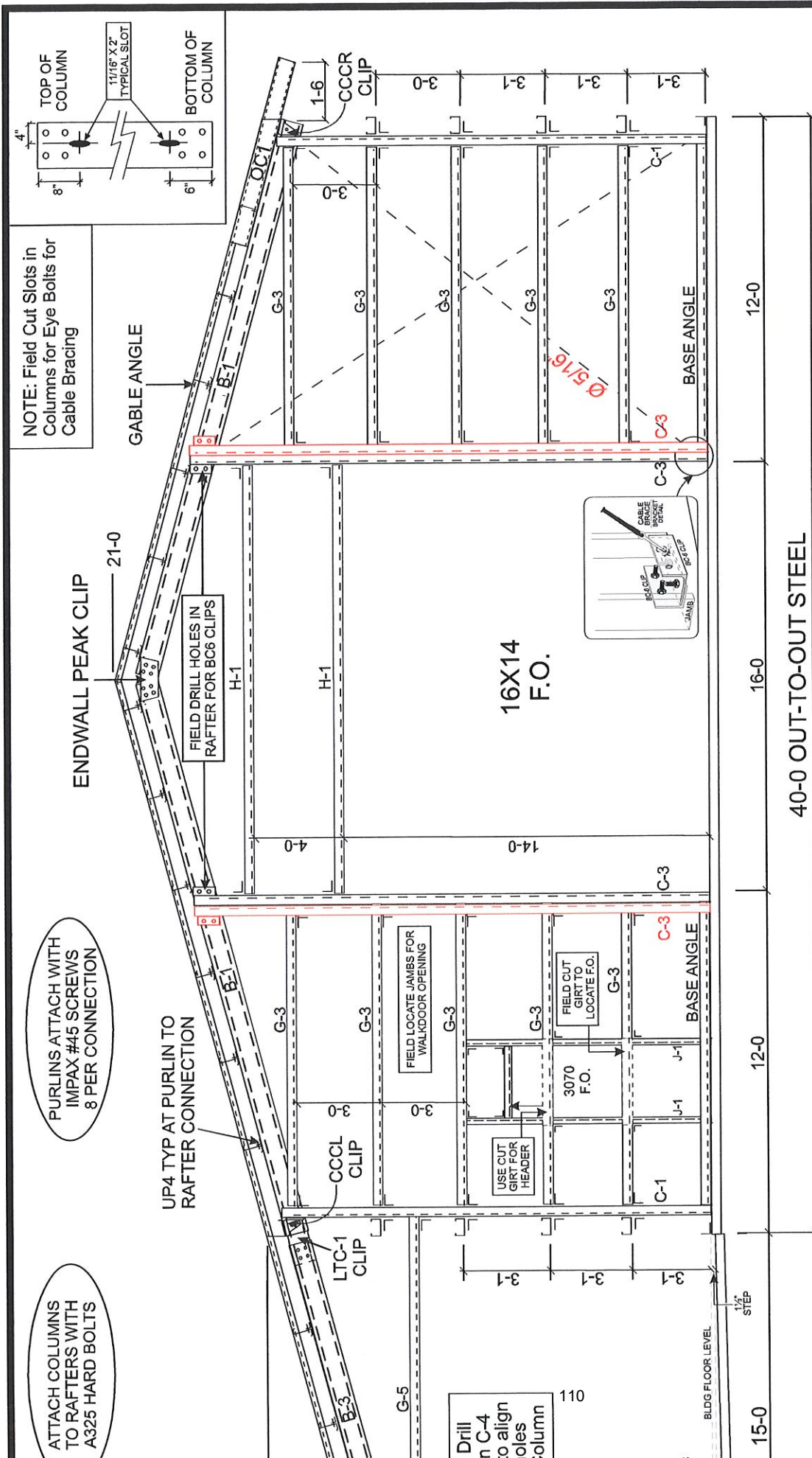


|                          |                            |                           |                                                      |                |                                |
|--------------------------|----------------------------|---------------------------|------------------------------------------------------|----------------|--------------------------------|
| SNOW LOAD: 0             | WIND LOAD: 161             | EXPOSURE: C               | SEISMIC: IBC                                         | BLDG CODE: IBC | Simpson Steel Building Company |
| DRAWING # 21-1025D       | TYPE OF FRAME: TRUSS FRAME | CUSTOMER NAME: Kammy Goff |                                                      |                |                                |
| BUILDING DIM: 40X60X16   | ROOF PITCH: 3:12           | PAGE: 2 OF 9              | CUSTOMER ADDRESS: 3632 Suter Rd. Van Buren, AR 72956 |                |                                |
| DATE OF DRAWING: 4-21-21 | DRAWN BY: DJW              | SCALE: NTS                | CUSTOMER PHONE:                                      |                |                                |



# ROOF FRAMING

|                          |  |                |                            |            |                           |                                                       |                                |  |
|--------------------------|--|----------------|----------------------------|------------|---------------------------|-------------------------------------------------------|--------------------------------|--|
| SNOW LOAD: 0             |  | WIND LOAD: 161 | EXPOSURE: C                | SEISMIC:   | BLDG CODE: IBC            |                                                       | Simpson Steel Building Company |  |
| DRAWING # 21-1025D       |  |                | TYPE OF FRAME: TRUSS FRAME |            | CUSTOMER NAME: Kammy Goff |                                                       |                                |  |
| BUILDING DIM: 40X60X16   |  |                | ROOF PITCH: 3:12           | PAGE: 3    | OF: 9                     | CUSTOMER ADDRESS: 3632 Suter Rd.<br>Gautier, MS 39553 |                                |  |
| DATE OF DRAWING: 4-21-21 |  |                | DRAWN BY: DJW              | SCALE: NTS |                           | CUSTOMER PHONE:                                       |                                |  |
|                          |  |                |                            |            |                           | 1117 Solitude Dr.<br>Van Buren, AR 72956              |                                |  |
|                          |  |                |                            |            |                           | PHONE: 1-800-255-7624                                 |                                |  |



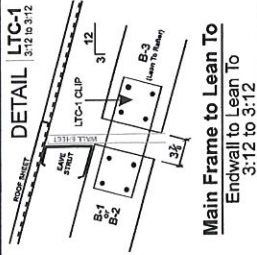
**NOTE:** Refer to manufacturers material list for structural member sizes, steel clips, gusset plates, base angles, structural steel bolts & any other hardware of the steel building

**NOTE:** Refer to manufacturers Erection Manual for connection details and installation information.

**NOTE:** All the bolts used for truss connections & truss to column connections shall be A325 S.S. hard through bolts with washers & nuts typical.

|                                          |  |                |                            |               |                                                       |  |
|------------------------------------------|--|----------------|----------------------------|---------------|-------------------------------------------------------|--|
| SNOW LOAD: 0                             |  | WIND LOAD: 161 | EXPOSURE: C                | SEISMIC:      | BLDG CODE: IBC                                        |  |
| DRAWING # 21-1025D                       |  |                | TYPE OF FRAME: TRUSS FRAME |               | CUSTOMER NAME: Kammy Goff                             |  |
| BUILDING DIM: 40X60X16                   |  |                | ROOF PITCH: 3:12           | PAGE: 4 OF: 9 | CUSTOMER ADDRESS: 3632 Suter Rd.<br>Gautier, MS 39553 |  |
| DATE OF DRAWING: 4-21-21                 |  |                | DRAWN BY: DJW              | SCALE: NTS    | CUSTOMER PHONE:                                       |  |
| Simpson Steel Building Company           |  |                |                            |               |                                                       |  |
| 1117 Solitude Dr.<br>Van Buren, AR 72956 |  |                |                            |               |                                                       |  |
| PHONE: 1-800-255-7624                    |  |                |                            |               |                                                       |  |





ATTACH COLUMNS TO RAFTERS WITH A325 HARD BOLTS

UP4 TYP AT PURLIN TO RAFTER CONNECTION

FIELD DRILL HOLES IN RAFTER FOR BCG CLIPS

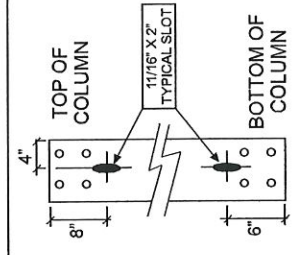
\*Field Drill Holes in C-4 column to align with holes in C-6 Column

NOTE: Refer to manufacturers material list for structural member sizes, steel clips, gusset plates, base angles, structural steel bolts & any other hardware of the steel building

NOTE: All the bolts used for truss connections & truss to column connections shall be A325 S.S. hard through bolts with washers & nuts typical.

CABLE BRACE @ COLUMNS

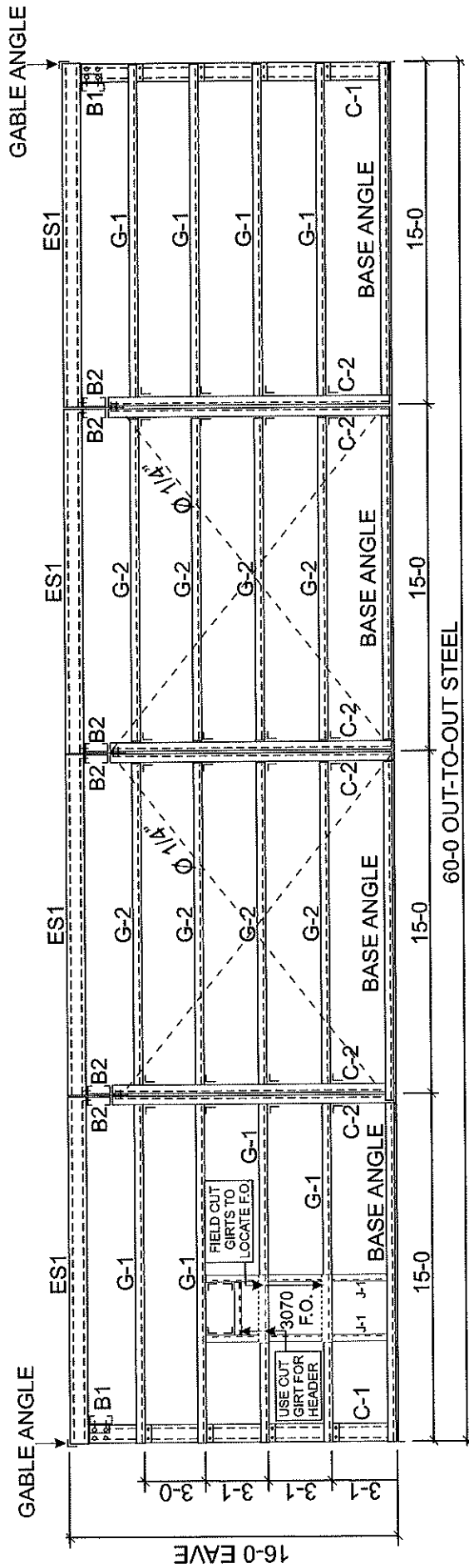
NOTE: Field Cut Slots in Columns for Eye Bolts for Cable Bracing



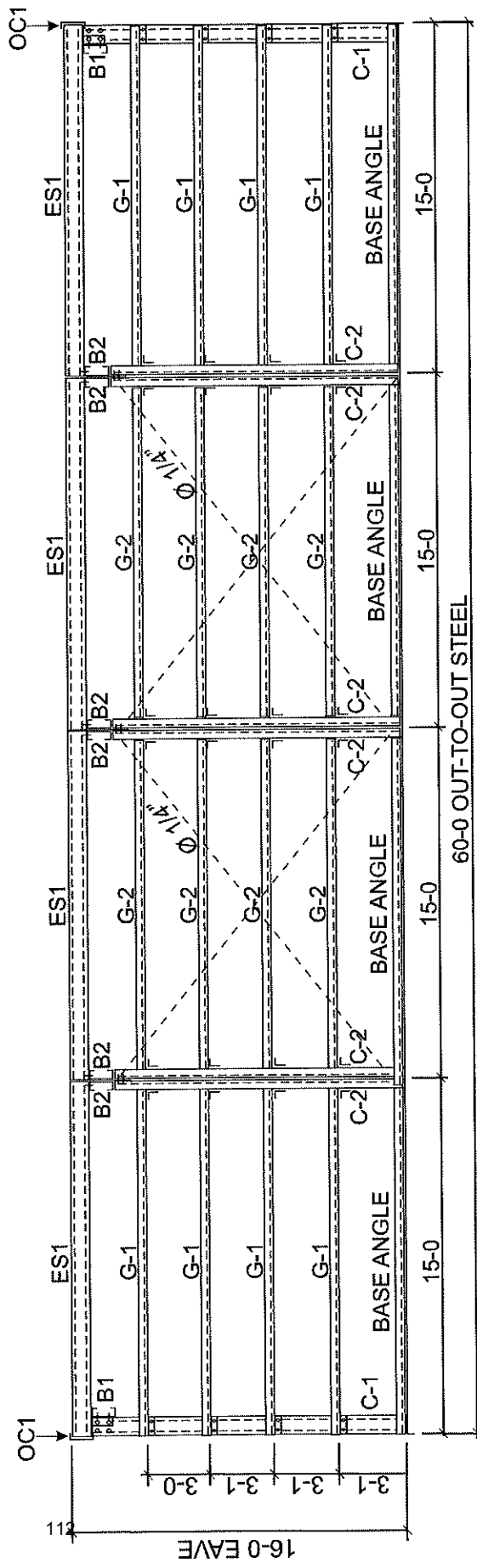
## ENDWALL FRAMING

40-0 OUT-TO-OUT STEEL

|                          |  |                            |             |                                |                                                       |  |                                |
|--------------------------|--|----------------------------|-------------|--------------------------------|-------------------------------------------------------|--|--------------------------------|
| SNOW LOAD: 0             |  | WIND LOAD: 161             | EXPOSURE: C | SEISMIC:                       | BLDG CODE: IBC                                        |  | Simpson Steel Building Company |
| DRAWING # 21-1025D       |  | TYPE OF FRAME: TRUSS FRAME |             |                                | CUSTOMER NAME: Kammy Goff                             |  |                                |
| BUILDING DIM: 40X60X16   |  | ROOF PITCH: 3:12           | PAGE: 5     | OF: 9                          | CUSTOMER ADDRESS: 3632 Suter Rd.<br>Gautier, MS 39553 |  |                                |
| DATE OF DRAWING: 4-21-21 |  | DRAWN BY: DJW              | SCALE: NTS  | CUSTOMER PHONE: 1-800-255-7624 |                                                       |  |                                |



### SIDEWALL FRAMING



|                          |  |                            |             |          |                                                       |  |                                          |
|--------------------------|--|----------------------------|-------------|----------|-------------------------------------------------------|--|------------------------------------------|
| SNOW LOAD: 0             |  | WIND LOAD: 161             | EXPOSURE: C | SEISMIC: | BLDG CODE: IBC                                        |  | Simpson Steel Building<br>Company        |
| DRAWING # 21-1025D       |  | TYPE OF FRAME: TRUSS FRAME |             |          | CUSTOMER NAME: Kammy Goff                             |  |                                          |
| BUILDING DIM: 40X60X16   |  | ROOF PITCH: 3:12           | PAGE: 6     | OF: 9    | CUSTOMER ADDRESS: 3632 Suter Rd.<br>Gautier, MS 39553 |  |                                          |
| DATE OF DRAWING: 4-21-21 |  | DRAWN BY: DJW              | SCALE: NTS  |          | CUSTOMER PHONE:                                       |  |                                          |
|                          |  |                            |             |          |                                                       |  | 1117 Solitude Dr.<br>Van Buren, AR 72956 |
|                          |  |                            |             |          |                                                       |  | PHONE: 1-800-255-7624                    |



**NOTE:** All the bolts used for truss connections & truss to column connections shall be A325 S.S. hard through bolts with washers & nuts typical.

|                                                                                                     |  |                            |             |                           |                                                       |  |
|-----------------------------------------------------------------------------------------------------|--|----------------------------|-------------|---------------------------|-------------------------------------------------------|--|
| SNOW LOAD: 0                                                                                        |  | WIND LOAD: 161             | EXPOSURE: C | SEISMIC:                  | BLDG CODE: IBC                                        |  |
| DRAWING # 21-1025D                                                                                  |  | TYPE OF FRAME: TRUSS FRAME |             | CUSTOMER NAME: Kammy Goff |                                                       |  |
| BUILDING DIM: 40X60X16                                                                              |  | ROOF PITCH: 3:12           | PAGE: 7     | OF: 9                     | CUSTOMER ADDRESS: 3632 Suter Rd.<br>Gautier, MS 39553 |  |
| DATE OF DRAWING: 4-21-21                                                                            |  | DRAWN BY: DJW              | SCALE: NTS  | CUSTOMER PHONE:           |                                                       |  |
| Simpson Steel Building Company<br>1117 Solitude Dr.<br>Van Buren, AR 72956<br>PHONE: 1-800-255-7624 |  |                            |             |                           |                                                       |  |







# 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:

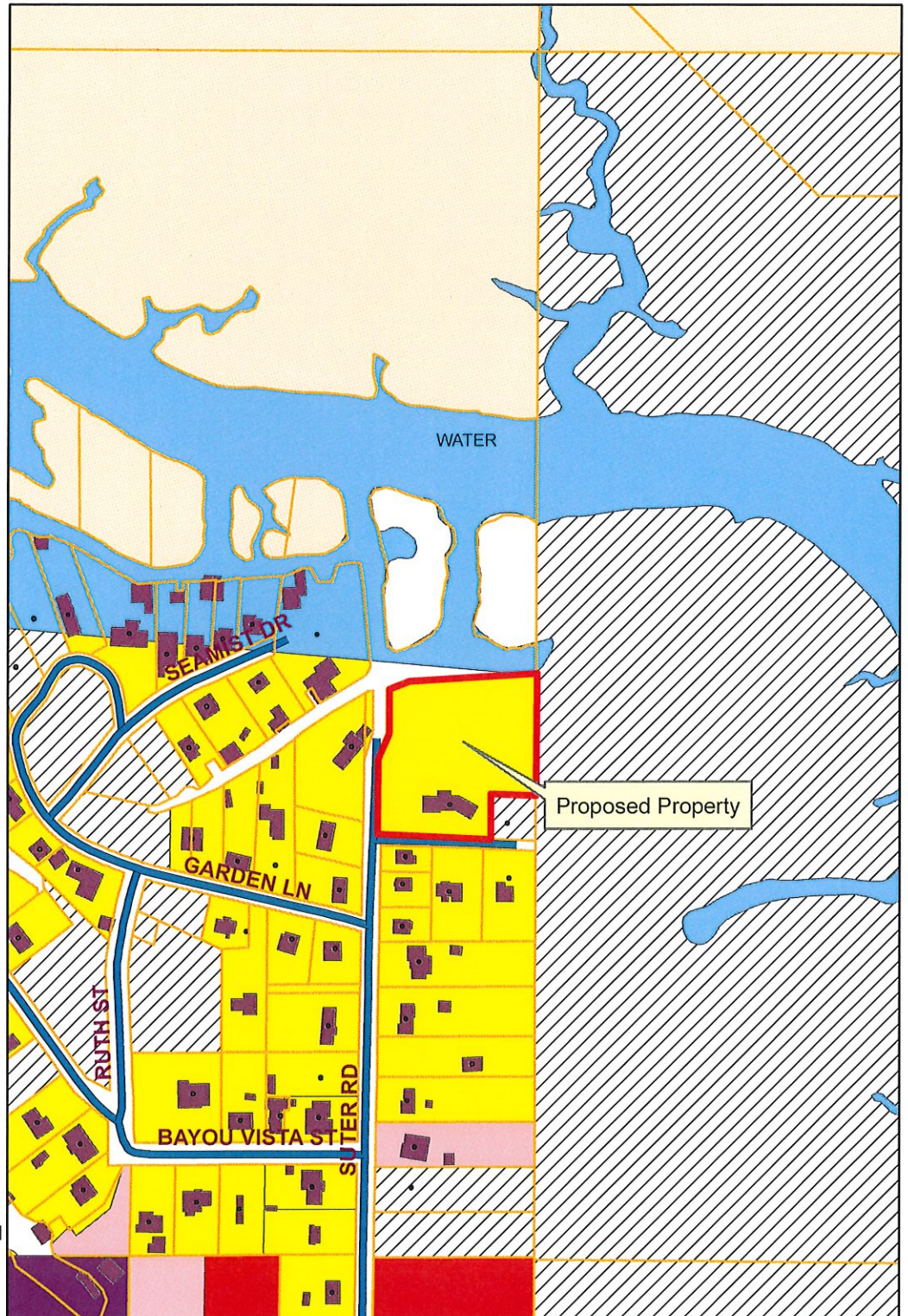
City of Gautier  
Planning Department

### 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

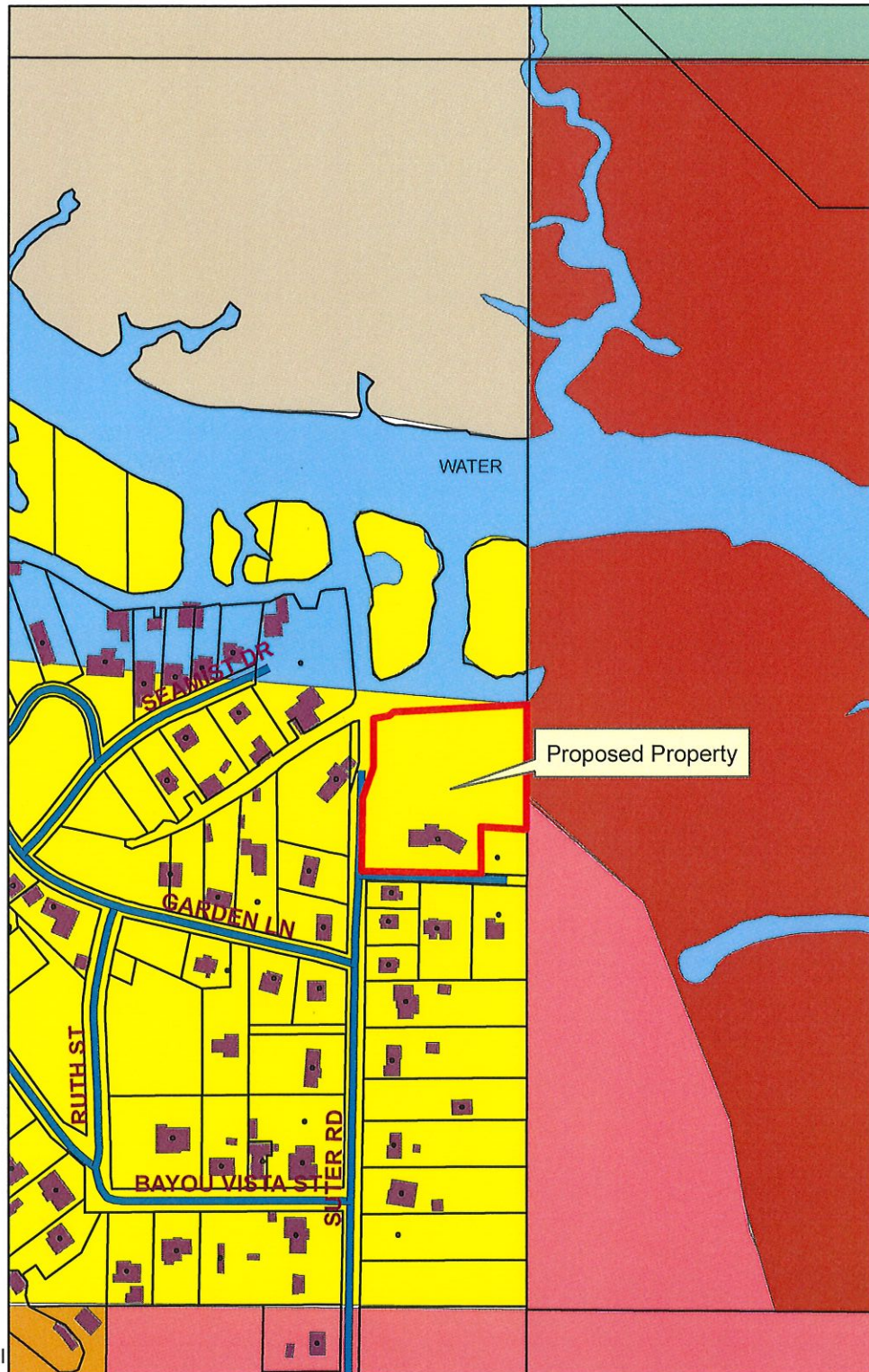
Prepared By:  
City of Gautier  
Planning Department

## 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





### **Excerpt from August 5, 2021 Planning Commission Meeting:**

The Planning Department has received a request from Kammy S. Goff for a variance to place an accessory building in front of the front building line of the main structure at ten feet from the front property line in a R-1 Low Density Single-Family Residential Zoning District at 3632 Suter Road (GPC #21-40-VAR).

**Scott Ankerson, Planning Director**, gave a brief overview of the case. He advised the Commissioners this request was in regards to where the accessory building in the previous case (GPC #21-39-VAR) would be placed. The ordinance interprets the front of a house as the street the home is addressed to. When the house was built, it was addressed to Suter Road so the part of the house facing Suter Road has to be treated as the front of the house. He stated that Ms. Goff was given the option to change the address to a Dayview Lane address but she chose not to. Mr. Ankerson also explained that a variance would still be needed if the address was changed to Dayview Lane because it is a corner lot and the side yard abutting a street must be treated as a secondary front yard.

### **REQUEST:**

The Planning Department has received a request from Kammy S. Goff for a variance to place an accessory building in front of the front building line of the main structure at ten feet from the front property line in a R-1 Low Density Single-Family Residential Zoning District. 3632 Suter Road, PID #87170001.000 (GPC #21-40-VAR). The application fee of \$175 was paid on June 30, 2021. All public notice requirements have been met.

### **BACKGROUND:**

The request property is zoned R-1 Low Density Single-Family Residential. The applicant would like to build an accessory building with a lean-to that would be located in front of the main structures front building line. The UDO states that all accessory structures shall be located in the rear yard of the principal use or in the side yard, behind the main structure front building line. According to County records, the property in question is 4.45 acres.

### **DISCUSSION:**

The applicant requests a variance that would allow an accessory building in her front yard. The property is a 4.45-acre corner lot in a R-1 Low Density Single-Family Residential District. The proposed accessory structure would be ten (10) feet from the front property line.

## **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.

#### UDO SECTION 5.4.4: R-1, Low Density Single-Family Residential District

Single-Family detached dwelling units shall meet the following development standards.

- A. Minimum Lot Area:** Ninety-six hundred (9,600) square feet
- B. Minimum Lot Width:** Eighty (80) feet for interior lots and one hundred (100) feet for corner lots at the front building line. All lots shall have a minimum of forty (40) feet on a public or platted street.



**C. Minimum Setbacks for Principal structure:**

Front—Twenty-five (25) feet

Side—Ten (10) feet for interior lots and twenty-five (25) feet for corner lots

Rear—Twenty-five (25) feet

**D. Minimum Setbacks for Accessory structures(s):**

Front—All accessory structures shall be located in the rear yard of the principal use or in the side yard, behind the main structure front building line.

Side—Ten (10) feet

Rear—Five (5) feet

**E. Maximum Building Height—**Thirty-five (35) feet for principal dwellings; Twenty-five (25) feet for accessory structures

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

**G. Minimum Living Area of dwelling units—**Thirteen hundred twenty-five (1,325) square feet

**RECOMMENDATION & CONCLUSION:**

Staff finds that due to certain property constraints, varying topography of the buildable area, and the retention of protected trees, a variance may be applicable. However, 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 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
6. City's Exhibit D – Future Land Use Map

**Commissioner McManus** asked if Ms. Goff ever had an option to eliminate the road right-of-way between the property in question and her other property on Suter Road.

**Ms. Goff** replied that the property belonged to the City for water right-of-way.

**There were none in attendance speaking in opposition and Staff had received no calls or letters opposing the request.**

**ACTION TAKEN:**

**Commissioner Ward** made a motion to recommend approval of the variance as presented due to property constraints, varying topography of the buildable area, and the retention of protected trees.

**Commissioner Gainer** seconded the motion and the following vote was recorded:

|              |                       |
|--------------|-----------------------|
| <b>AYES:</b> | <b>DeAnna McManus</b> |
|              | <b>Joshua Ward</b>    |
|              | <b>Chris Hoover</b>   |
|              | <b>William Davis</b>  |
|              | <b>Paul Gainer</b>    |
|              | <b>Kay C. Jamison</b> |

**Motion passed.**

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

**Council Meeting:**  
**Title:**

**August 17, 2021**  
**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**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract/Agreement</b>      | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

|                        |                          |                 |                          |               |                          |                |                          |                 |                          |
|------------------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|
| <b>Motion Made by:</b> |                          |                 |                          |               |                          |                |                          |                 |                          |
| <b>Vaughan</b>         | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Gollott</b>  | <input type="checkbox"/> |
|                        |                          |                 |                          |               |                          |                |                          | <b>Anderson</b> | <input type="checkbox"/> |
|                        |                          |                 |                          |               |                          |                |                          |                 | <b>Elbin</b>             |
|                        |                          |                 |                          |               |                          |                |                          |                 | <input type="checkbox"/> |

|                        |                          |                 |                          |               |                          |                |                          |                 |                          |
|------------------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|
| <b>Second Made by:</b> |                          |                 |                          |               |                          |                |                          |                 |                          |
| <b>Vaughan</b>         | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Gollott</b>  | <input type="checkbox"/> |
|                        |                          |                 |                          |               |                          |                |                          | <b>Anderson</b> | <input type="checkbox"/> |
|                        |                          |                 |                          |               |                          |                |                          |                 | <b>Elbin</b>             |
|                        |                          |                 |                          |               |                          |                |                          |                 | <input type="checkbox"/> |

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Gollott</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Elbin</b>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**



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

**ORDER NUMBER 000-2021**

**WHEREAS**, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

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

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

**AYES:**

**NAYS:**

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 17, 2021.

| Fund | Name of Claimant                   | Trans #                                    | Release Date | Claim Date           | Claim Number    | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------------------|--------------------------------------------|--------------|----------------------|-----------------|--------------|--------------|----------------------|
| 001  | SECURE NETWORKS LLC                | 213038                                     | 08/17/2021   | 08/03/2021           |                 |              | 2,280.00     |                      |
|      | Account Number 001-092-698         | Description SEP 2021 NETWORK SERVICES      |              | Invoice # 4587       | Date 07/14/2021 | P.O.         | Amount       | 2,280.00             |
| 001  | GOVERNMENT BRANDS SHARED SERVICES  | 213041                                     | 08/17/2021   | 08/03/2021           |                 |              | 1,495.00     |                      |
|      | Account Number 001-010-698         | Description AUG 2021 COURT CHARGES         |              | Invoice # #INV213399 | Date 08/01/2021 | P.O.         | Amount       | 1,495.00             |
| 001  | TEC                                | 213053                                     | 08/17/2021   | 08/05/2010           |                 |              | 139.64       |                      |
|      | Account Number 001-092-605         | Description MONTHLY LONG DISTANCE          |              | Invoice # 1027840    | Date 08/01/2021 | P.O.         | Amount       | 139.64               |
| 001  | MALLETTE BROTHERS CONSTRUCTION INC | 213055                                     | 08/17/2021   | 08/05/2010           |                 |              | 1,684.50     |                      |
|      | Account Number 001-201-576         | Description 22.46 ASPHALT TN               |              | Invoice # 22698      | Date 07/31/2021 | P.O.         | Amount       | 1,684.50             |
| 001  | SPARKLIGHT                         | 213058                                     | 08/17/2021   | 08/09/2021           |                 |              | 84.62        |                      |
|      | Account Number 001-170-698         | Description AUG 2021: SR BLDG #120793682   |              | Invoice # 07252021   | Date 08/01/2021 | P.O.         | Amount       | 84.62                |
| 001  | CENTERPOINT ENERGY                 | 213060                                     | 08/17/2021   | 08/09/2021           |                 |              | 78.60        |                      |
|      | Account Number 001-161-630         | Description CENTRAL FIRE STN: 6/24-7/27/21 |              | Invoice # 11000885-1 | Date 08/03/2021 | P.O.         | Amount       | 42.20                |
|      | 001-161-630                        | SOUTH FIRE STN: 6/24-7/27/21               |              | 11000999-0           | 08/03/2021      |              |              | 36.40                |
| 001  | SPARKLIGHT                         | 213062                                     | 08/17/2021   | 08/09/2021           |                 |              | 147.06       |                      |
|      | Account Number 001-092-698         | Description AUG 2021: #107571481           |              | Invoice # 07252021   | Date 08/01/2021 | P.O.         | Amount       | 147.06               |
| 001  | O'REILLY AUTO PARTS                | 213063                                     | 08/17/2021   | 08/09/2021           |                 |              | 972.28       |                      |
|      | Account Number 001-170-638         | Description A/T FILTER: 06 DODGE RAM 1500  |              | Invoice # 1978213495 | Date 06/30/2021 | P.O.         | Amount       | 6.50                 |
|      | 001-170-559                        | SEAL, DRILL PUMP                           |              | 1978213495           | 06/30/2021      |              |              | 14.67                |
|      | 001-090-638                        | SWAY BAR(2), WPR BLADE(2)                  |              | 1978213560           | 06/30/2021      |              |              | 56.66                |
|      | 001-161-638                        | DOOR LOCK/ROD CLIPS (2): E1                |              | 1978214300           | 07/07/2021      |              |              | 8.39                 |
|      | 001-161-638                        | SPRK PLGS (8), PLG WIRES: R39              |              | 1978215008           | 07/13/2021      |              |              | 123.75               |
|      | 001-161-638                        | 12OZ GAS ANTIFREEZE (2): R39               |              | 1978215220           | 07/15/2021      |              |              | 3.98                 |
|      | 001-161-638                        | 1GAL ANTIFREEZE (6): FIRE ENGS             |              | 1978215281           | 07/15/2021      |              |              | 65.94                |
|      | 001-161-559                        | GAL CAR WASH (3): FIRE ENGS                |              | 1978215455           | 07/16/2021      |              |              | 14.97                |
|      | 001-170-559                        | 3PC TOOL DRILL SET                         |              | 1978215697           | 07/19/2021      |              |              | 21.99                |
|      | 001-170-639                        | SPARK PLUG: POLARIS UTV                    |              | 1978215956           | 07/21/2021      |              |              | 3.49                 |
|      | 001-100-570                        | WATER PUMP, THERMOSTAT: U #81              |              | 1978216002           | 07/21/2021      |              |              | 101.39               |
|      | 001-100-570                        | 1GAL ANTIFREEZE (2): U #81                 |              | 1978216002           | 07/21/2021      |              |              | 31.98                |
|      | 001-100-570                        | FUEL PUMP ASSEMBLY : U #65                 |              | 1978216122           | 07/22/2021      |              |              | 161.54               |
|      | 001-100-570                        | BELT: U #81, FUEL PUMP: U #65              |              | 1978216479           | 07/26/2021      |              |              | 194.77               |
|      | 001-100-570                        | STOPLIGHT SWITCH: U #65                    |              | 1978216536           | 07/26/2021      |              |              | 30.27                |
|      | 001-170-638                        | BLWR MTR,BLWR RESISTOR:04 GMC              |              | 1978216588           | 07/27/2021      |              |              | 111.71               |
|      | 001-170-638                        | BLWR RESISTOR: 04 GMC                      |              | 1978216592           | 07/27/2021      |              |              | 36.18                |
|      | 001-170-638                        | CDT RTN: BLWR RESISTOR:04 GMC              |              | 1978216592           | 07/27/2021      |              |              | -23.86               |
|      | 001-100-570                        | 12OZ GAS ANTIFREEZE (4):U #11              |              | 1978216758           | 07/28/2021      |              |              | 7.96                 |

| Fund | Name of Claimant                        | Trans #                       | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|-----------------------------------------|-------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | GRAND VIEW SECURITY LLC                 | 213064                        | 08/17/2021   | 08/09/2021 |              |              | 300.00       |                      |
|      | Account Number                          | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-698                             | ALARM MONITORING: BUDDY DAVIS |              | 0411-0741  | 08/04/2021   |              |              | 300.00               |
| 001  | AIRGAS USA LLC                          | 213067                        | 08/17/2021   | 08/09/2021 |              |              | 230.44       |                      |
|      | Account Number                          | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-205-588                             | CYLINDER RENTAL               |              | 9981548444 | 07/31/2021   |              |              | 230.44               |
| 001  | AT&T GLOBAL NETWORK SERVS LLC           | 213069                        | 08/17/2021   | 08/09/2021 |              |              | 229.64       |                      |
|      | Account Number                          | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                             | NCIC EQUIPMENT CHARGES        |              | GJ05539    | 08/01/2021   |              |              | 229.64               |
| 001  | AT&T INTERSTATE DED PRIVATE LINE SERVS  | 213070                        | 08/17/2021   | 08/09/2021 |              |              | 227.10       |                      |
|      | Account Number                          | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                             | ACCUNET TI.5 DIGITAL SERV     |              | 3130004979 | 08/01/2021   |              |              | 227.10               |
| 001  | MUNICIPAL CODE CORPORATION              | 213090                        | 08/17/2021   | 08/09/2021 |              |              | 550.00       |                      |
|      | Account Number                          | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-040-699                             | ANNUAL WEB HOSTING 8/21-7/22  |              | 362034     | 08/05/2021   |              |              | 550.00               |
| 001  | BORDIS & DANOS PLLC                     | 213091                        | 08/17/2021   | 08/09/2021 |              |              | 10,000.00    |                      |
|      | Account Number                          | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-060-602                             | AUG 2021-RETAINER             |              | 97         | 08/03/2021   |              |              | 10,000.00            |
| 001  | TRANSUNION RISK-ALTERNATE DATA SOLS INC | 213092                        | 08/17/2021   | 08/09/2021 |              |              | 253.00       |                      |
|      | Account Number                          | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                             | JUL 2021 ACCT 6006920         |              | 202107-1   | 08/01/2021   |              |              | 253.00               |
| 001  | MS DEPT OF FINANCE & ADMIN              | 213093                        | 08/17/2021   | 08/09/2021 |              |              | 15,954.75    |                      |
|      | Account Number                          | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-000-300                             | JUL 2021 COURT ASSESSMENTS    |              | 07312021   | 08/02/2021   |              |              | 15,954.75            |
| 001  | MS DEPT OF PUBLIC SAFETY                | 213094                        | 08/17/2021   | 08/09/2021 |              |              | 1,014.00     |                      |
|      | Account Number                          | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-000-300                             | JUL 2021 SPECIAL ASSESSMENTS  |              | 07312021   | 08/02/2021   |              |              | 1,014.00             |
| 001  | MS DEPT OF PUBLIC SAFETY                | 213095                        | 08/17/2021   | 08/09/2021 |              |              | 350.00       |                      |
|      | Account Number                          | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-000-300                             | JUL 2021 INTERLOCK FEES       |              | 07312021   | 08/02/2021   |              |              | 350.00               |
| 001  | JACKSON COUNTY ADULT DETENTION CENTER   | 213096                        | 08/17/2021   | 08/09/2021 |              |              | 3,465.00     |                      |
|      | Account Number                          | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-010-696                             | JUL 2021 ADC CHGS             |              | 07312021   | 08/04/2021   |              |              | 3,465.00             |
| 001  | SOUTH MISSISSIPPI BUSINESS MACHINES INC | 213097                        | 08/17/2021   | 08/09/2021 |              |              | 227.00       |                      |
|      | Account Number                          | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                             | MX-M654N SERV AGRMNT (6MO)    |              | 396984     | 07/29/2021   |              |              | 227.00               |



| Fund | Name of Claimant                   | Trans #                       | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------------------|-------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | RJ YOUNG COMPANY LLC               | 213098                        | 08/17/2021   | 08/09/2021 |              |              | 113.14       |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-698                        | GEMG00-01 RENTAL FEE          |              | INV3496908 | 07/26/2021   |              |              | 113.14               |
| 001  | ACE DATA STORAGE INC               | 213099                        | 08/17/2021   | 08/09/2021 |              |              | 105.00       |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-060-602                        | JUL 2021-SHREDDING SERVICE    |              | 79411      | 08/01/2021   |              |              | 105.00               |
| 001  | SPORTSCONDUCTOR LLC DBA JARVIS     | 213100                        | 08/17/2021   | 08/09/2021 |              |              | 55.30        |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-502                        | 2021 FOOTBALL(12)/CHEER(2)    |              | 5277       | 08/01/2021   |              |              | 55.30                |
| 001  | SINGING RIVER ELECTRIC COOPERATIVE | 213104                        | 08/17/2021   | 08/09/2021 |              |              | 666.01       |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-631                        | SOUTH FD 76008001             |              | 07192021   | 07/27/2021   |              |              | 303.47               |
|      | 001-170-631                        | BACOT PARK 10137              |              | 07192021   | 07/27/2021   |              |              | 217.58               |
|      | 001-201-629                        | SIGNAL LIGHTS 10138           |              | 07192021   | 07/27/2021   |              |              | 118.97               |
|      | 001-170-631                        | BACOT SPLASHPAD 103751001     |              | 07192021   | 07/27/2021   |              |              | 25.99                |
| 001  | FUELMAN                            | 213107                        | 08/17/2021   | 08/09/2021 |              |              | 3,223.95     |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-090-525                        | UNL FUEL                      |              | NP60507175 | 08/02/2021   |              |              | 100.17               |
|      | 001-100-525                        | UNL&DSL FUEL                  |              | NP60507175 | 08/02/2021   |              |              | 2,291.45             |
|      | 001-161-525                        | UNL&DSL FUEL                  |              | NP60507175 | 08/02/2021   |              |              | 421.09               |
|      | 001-170-525                        | UNL FUEL                      |              | NP60507175 | 08/02/2021   |              |              | 353.10               |
|      | 001-205-525                        | DSL FUEL                      |              | NP60507175 | 08/02/2021   |              |              | 58.14                |
| 001  | FUELMAN                            | 213109                        | 08/17/2021   | 08/09/2021 |              |              | 3,236.72     |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-090-525                        | UNL FUEL                      |              | NP60552851 | 08/09/2021   |              |              | 80.21                |
|      | 001-100-525                        | UNL&DSL FUEL                  |              | NP60552851 | 08/09/2021   |              |              | 2,467.06             |
|      | 001-161-525                        | UNL&DSL FUEL                  |              | NP60552851 | 08/09/2021   |              |              | 394.85               |
|      | 001-170-525                        | UNL FUEL                      |              | NP60552851 | 08/09/2021   |              |              | 205.47               |
|      | 001-205-525                        | UNL&DSL FUEL                  |              | NP60552851 | 08/09/2021   |              |              | 89.13                |
| 001  | AUTO TRUCK AND TRAILER PARTS INC   | 213112                        | 08/17/2021   | 08/10/2021 |              |              | 3,104.18     |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-638                        | OIL FLTR, FUEL FLTR (2): E1   |              | 290676     | 07/07/2021   |              |              | 106.77               |
|      | 001-161-638                        | ROTELLA (3): E1               |              | 290676     | 07/07/2021   |              |              | 54.00                |
|      | 001-100-638                        | THROTTLE BODY CLNR (2): PD    |              | 290692     | 07/07/2021   |              |              | 9.70                 |
|      | 001-161-638                        | HYD HOSE, 1GAL P-STEER FLD:E1 |              | 290735     | 07/07/2021   |              |              | 57.05                |
|      | 001-205-560                        | MOTOR, BELT: EXHAUST FAN SHOP |              | 290733     | 07/07/2021   |              |              | 155.00               |
|      | 001-161-638                        | WATER FILTER, LIGHT: E1       |              | 290763     | 07/07/2021   |              |              | 30.05                |
|      | 001-100-570                        | FUEL FILTER (2): PD POLARIS   |              | 290777     | 07/08/2021   |              |              | 2.50                 |
|      | 001-170-639                        | HYD HOSE, OIL: EXMARK         |              | 290783     | 07/08/2021   |              |              | 62.43                |
|      | 001-170-639                        | HYD OIL: EXMARK               |              | 290788     | 07/08/2021   |              |              | 30.95                |
|      | 001-161-638                        | COOLANT, FILTER: E1           |              | 290789     | 07/08/2021   |              |              | 28.11                |
|      | 001-161-638                        | BATTERY: R39                  |              | 290823     | 07/12/2021   |              |              | 122.00               |
|      | 001-161-638                        | SWITCH: E1                    |              | 290835     | 07/12/2021   |              |              | 9.75                 |
|      | 001-100-570                        | BATTERY: CRY3 300             |              | 290861     | 07/13/2021   |              |              | 164.00               |

| Fund | Name of Claimant                       | Trans #                         | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|----------------------------------------|---------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | AUTO TRUCK AND TRAILER PARTS INC       | 213112                          | 08/17/2021   | 08/10/2021 |              |              | 3,104.18     | (CONTINUED)          |
|      | Account Number                         | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-205-559                            | BATT CHARGER, JUMP BOX: SHOP    | 290886       | 07/14/2021 |              |              | 674.00       |                      |
|      | 001-170-639                            | CENTER PUNCH (4): TILLER        | 290887       | 07/14/2021 |              |              | 16.54        |                      |
|      | 001-161-638                            | ROTORS(2), BRAKE PADS: E1       | 290900       | 07/14/2021 |              |              | 1,011.00     |                      |
|      | 001-161-638                            | GASKET(2), MINERAL SPIRITS:E1   | 290908       | 07/15/2021 |              |              | 54.20        |                      |
|      | 001-161-638                            | TIE ROD ENDS(2): E1             | 290923       | 07/15/2021 |              |              | 100.00       |                      |
|      | 001-161-638                            | OIL FLTR, FUEL FLTR: R39        | 290997       | 07/20/2021 |              |              | 21.00        |                      |
|      | 001-161-638                            | SEAL: E1                        | 290995       | 07/20/2021 |              |              | 42.25        |                      |
|      | 001-161-638                            | HUB CAP: E1                     | 291002       | 07/20/2021 |              |              | 16.79        |                      |
|      | 001-161-638                            | SIGHT GLASS:E1                  | 291006       | 07/20/2021 |              |              | 95.00        |                      |
|      | 001-100-570                            | FUEL PUMP HARNESS: U #65        | 291083       | 07/23/2021 |              |              | 98.00        |                      |
|      | 001-100-570                            | AIR FLTR, FUEL FLTR, OIL FLTR   | 291152       | 07/27/2021 |              |              | 36.58        |                      |
|      | 001-100-570                            | QT OIL (7): U #48               | 291152       | 07/27/2021 |              |              | 35.00        |                      |
|      | 001-201-559                            | SCREWS, WHEELS (6), BOLTS       | 291168       | 07/27/2021 |              |              | 71.51        |                      |
| 001  | LOWES HOME CENTERS INC                 | 213114                          | 08/17/2021   | 08/10/2021 |              |              | 2,472.47     |                      |
|      | Account Number                         | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-170-635                            | FLOOD LIGHT, BULB, WALL LHT(4)  | 902165       | 06/28/2021 |              |              | 208.88       |                      |
|      | 001-170-634                            | 2X8 LUMBER(2), OUTDOOR CLNR     | 902116       | 06/28/2021 |              |              | 61.70        |                      |
|      | 001-201-751                            | MATERIAL GUARDRAIL GRAVELINE    | 902391       | 06/29/2021 |              |              | 173.85       |                      |
|      | 001-092-639                            | BASIC FILTERS 3/PK (4)          | 901081       | 06/30/2021 |              |              | 32.40        |                      |
|      | 001-170-635                            | OUTDOOR WALL LIGHT(3)           | 943683       | 06/30/2021 |              |              | 128.19       |                      |
|      | 001-170-635                            | BULB, OUTDOOR WALL LIGHT        | 925285       | 06/30/2021 |              |              | 52.22        |                      |
|      | 001-170-559                            | PPE/TOOLS FOR CREW              | 901635       | 07/06/2021 |              |              | 85.73        |                      |
|      | 001-201-559                            | SCREWS 100/BX (3)               | 901742       | 07/07/2021 |              |              | 14.19        |                      |
|      | 001-201-559                            | SCREWS 100/BX                   | 901207       | 07/08/2021 |              |              | 4.74         |                      |
|      | 001-161-559                            | WATER 32/CT (5)                 | 901421       | 07/13/2021 |              |              | 21.25        |                      |
|      | 001-161-559                            | WATER 32/CT (10)                | 901611       | 07/13/2021 |              |              | 42.50        |                      |
|      | 001-205-559                            | TOOLS CITY PARK BATHROOM        | 901461       | 07/13/2021 |              |              | 97.95        |                      |
|      | 001-170-634                            | MATERIALS CITY PARK BATHROOM    | 901459       | 07/13/2021 |              |              | 421.45       |                      |
|      | 001-205-559                            | SAW BLADE CITY PARK BATHROOM    | 901855       | 07/14/2021 |              |              | 18.99        |                      |
|      | 001-170-639                            | NUTS, WASHERS, BOLTS: EQUIPMENT | 901896       | 07/14/2021 |              |              | 11.96        |                      |
|      | 001-170-639                            | BOLTS, NUTS: EQUIPMENT          | 901808       | 07/14/2021 |              |              | 3.73         |                      |
|      | 001-170-639                            | BRASS FITTING                   | 964180       | 07/15/2021 |              |              | 6.83         |                      |
|      | 001-170-634                            | CAULK (4)                       | 902712       | 07/15/2021 |              |              | 10.56        |                      |
|      | 001-170-639                            | AIR HOSE REEL                   | 964178       | 07/15/2021 |              |              | 100.70       |                      |
|      | 001-170-634                            | OUTDOOR CLEANER (2)             | 901320       | 07/16/2021 |              |              | 56.96        |                      |
|      | 001-170-639                            | HARDWARE 6 WHEEL GATOR          | 901006       | 07/19/2021 |              |              | 3.33         |                      |
|      | 001-170-559                            | TOILET PLUNGER                  | 902498       | 07/19/2021 |              |              | 13.27        |                      |
|      | 001-100-635                            | PAINT(5), TILE(20): PD S-SUBSTN | 901407       | 07/21/2021 |              |              | 859.45       |                      |
|      | 001-170-520                            | GARDEN TROWEL (2)               | 902880       | 07/22/2021 |              |              | 18.96        |                      |
|      | 001-100-635                            | PAINT (6): PD S-SUBSTN          | 902971       | 07/22/2021 |              |              | 22.68        |                      |
| 001  | SBM REPORTING LLC                      | 213115                          | 08/17/2021   | 08/10/2021 |              |              | 175.00       |                      |
|      | Account Number                         | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-090-698                            | 8/5/21 PLANNING MTG             | MB1268       | 08/09/2021 |              |              | 175.00       |                      |
| 001  | HUB INTERNATIONAL HEALTHCARE SOLUTIONS | 213118                          | 08/17/2021   | 08/10/2021 |              |              | 146.25       |                      |
|      | Account Number                         | Description                     | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-092-698                            | GENERATE, PRINT, MAIL ARPA PKTS | 07142021     | 07/14/2021 |              |              | 146.25       |                      |

| Fund | Name of Claimant         | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|--------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | PITTMAN HOWDESHELL PLLC  | 213119                         | 08/17/2021   | 08/10/2021 |              |              | 4,842.99     |                      |
|      | Account Number           | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-060-602              | LEGAL SERV: SR MALL PROPERTY   |              | 0674       | 07/30/2021   |              |              | 820.00               |
|      | 001-060-602              | COPIES & POSTAGE               |              | 0674       | 07/30/2021   |              |              | 22.99                |
|      | 001-060-602              | APPRAISAL REPORT               |              | 0674       | 07/30/2021   |              |              | 4,000.00             |
| 001  | DIRECTV LLC              | 213120                         | 08/17/2021   | 08/10/2021 |              |              | 165.00       |                      |
|      | Account Number           | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-698              | WEST STN: 022727663 (SEP)      |              | 08132021   | 08/14/2021   |              |              | 165.00               |
| 001  | CHARLES R ANDERSON       | 213122                         | 08/17/2021   | 08/10/2021 |              |              | 104.86       |                      |
|      | Account Number           | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-001-559              | DRESS SHIRT (2)                |              | 07162021   | 07/16/2021   |              |              | 104.86               |
| 001  | BENJAMIN N MCQUAGGE      | 213126                         | 08/17/2021   | 08/10/2021 |              |              | 113.56       |                      |
|      | Account Number           | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-681              | RTN PER DIEM ADVANCE           |              | 07302021   | 08/04/2021   |              |              | -81.24               |
|      | 001-100-525              | REIMB GAS:INTERDICTION CONF    |              | 07302021   | 08/04/2021   |              |              | 194.80               |
| 001  | CREDIT CARD CENTER       | 213127                         | 08/17/2021   | 08/10/2021 |              |              | 1,176.34     |                      |
|      | Account Number           | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-681              | HOTEL INTRDCTN CONF:MCQUAGGE   |              | 07252021   | 07/27/2021   |              |              | 157.94               |
|      | 001-100-681              | HOTEL INTRDCTN CONF:MCQUAGGE   |              | 07252021   | 07/27/2021   |              |              | 875.40               |
|      | 001-094-681              | HURR CONF:HOTEL STENNET MORGAN |              | 07082021   | 07/12/2021   |              |              | 143.00               |
| 001  | C SPIRE WIRELESS         | 213128                         | 08/17/2021   | 08/10/2021 |              |              | 920.54       |                      |
|      | Account Number           | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-021-605              | CITY MGR CELL PHONE            |              | 0030759348 | 07/31/2021   |              |              | 47.35                |
|      | 001-040-605              | ADMIN CELL PHONES              |              | 0030759348 | 07/31/2021   |              |              | 129.03               |
|      | 001-090-605              | BLDG-PLNG CEL PHONES           |              | 0030759348 | 07/31/2021   |              |              | 202.21               |
|      | 001-090-698              | IPAD SERVICE(3)                |              | 0030759348 | 07/31/2021   |              |              | 102.99               |
|      | 001-094-605              | GRANT-PROJ CELL PHONES         |              | 0030759348 | 07/31/2021   |              |              | 94.70                |
|      | 001-161-605              | FIRE DEPT CELL PHONES          |              | 0030759348 | 07/31/2021   |              |              | 142.05               |
|      | 001-170-605              | RECREATION CELL PHONES         |              | 0030759348 | 07/31/2021   |              |              | 150.59               |
|      | 001-205-605              | MAINT CELL PHONE               |              | 0030759348 | 07/31/2021   |              |              | 51.62                |
| 001  | SBM REPORTING LLC        | 213132                         | 08/17/2021   | 08/11/2021 |              |              | 125.00       |                      |
|      | Account Number           | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-022-660              | CIVIL SERVICE HEARING          |              | MB1258     | 08/04/2021   |              |              | 125.00               |
| 001  | VIRTUAL DOXX CORPORATION | 213133                         | 08/17/2021   | 08/11/2021 |              |              | 2,560.00     |                      |
|      | Account Number           | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699              | ANNUAL MAINT 4/21-3/22         |              | 21-0018    | 04/01/2021   |              |              | 2,560.00             |
| 001  | THE MISSISSIPPI PRESS    | 213134                         | 08/17/2021   | 08/11/2021 |              |              | 349.99       |                      |
|      | Account Number           | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-040-559              | 52 WEEK RENEWAL                |              | 2185051    | 08/03/2021   |              |              | 349.99               |



| Fund | Name of Claimant              | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|-------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | EMPLOYEE HEALTH FUND RESERVE  | 213135                         | 08/17/2021   | 08/11/2021 |              |              | 200,000.00   |                      |
|      | Account Number                | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-480                   | EXPENSE EST INSURANCE BAL      | FY 2021      | 08/11/2021 |              |              | 100,000.00   |                      |
|      | 001-161-480                   | EXPENSE EST INSURANCE BAL      | FY 2021      | 08/11/2021 |              |              | 100,000.00   |                      |
| 001  | CINTAS CORPORATION NO 2       | 213137                         | 08/17/2021   | 08/11/2021 |              |              | 316.40       |                      |
|      | Account Number                | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-205-535                   | MAINTENANCE                    | 4089403512   | 07/08/2021 |              |              | 79.10        |                      |
|      | 001-205-535                   | MAINTENANCE                    | 4089938654   | 07/14/2021 |              |              | 79.10        |                      |
|      | 001-205-535                   | MAINTENANCE                    | 4090592250   | 07/21/2021 |              |              | 79.10        |                      |
|      | 001-205-535                   | MAINTENANCE                    | 4091279888   | 07/28/2021 |              |              | 79.10        |                      |
| 001  | GALLS LLC                     | 213138                         | 08/17/2021   | 08/11/2021 |              |              | 1,538.29     |                      |
|      | Account Number                | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-559                   | ACCUMOLD HANDCUFF CASE (6)     | 019002895    | 08/06/2021 | 210998       |              | 188.70       |                      |
|      | 001-100-559                   | FORCE EXPANDABLE BATON (6)     | 019002895    | 08/06/2021 | 210998       |              | 117.30       |                      |
|      | 001-100-559                   | SMITH WESSON NICKEL CUFFS (6)  | 019002895    | 08/06/2021 | 210998       |              | 124.98       |                      |
|      | 001-100-559                   | SABRE RED CROSSFIRE SPRAY (8)  | 019002895    | 08/06/2021 | 210998       |              | 108.00       |                      |
|      | 001-100-559                   | DEFENSE SPRAY CASE (8)         | 019002895    | 08/06/2021 | 210998       |              | 268.64       |                      |
|      | 001-100-559                   | 4 PACK 2 BUTTON BELT KEEPER(4) | 019002895    | 08/06/2021 | 210998       |              | 93.52        |                      |
|      | 001-100-559                   | LEATHER TROUSER BELT (3)       | 019002895    | 08/06/2021 | 210998       |              | 112.20       |                      |
|      | 001-100-559                   | GALLS GEAR SAM BROWN BELT (3)  | 019002895    | 08/06/2021 | 210998       |              | 109.65       |                      |
|      | 001-100-559                   | GALLS GEAR BUCKLELESS BELT (6) | 019002895    | 08/06/2021 | 210998       |              | 178.50       |                      |
|      | 001-100-559                   | HUMVEE 10 X 50 BINOCULARS (2)  | 019002895    | 08/06/2021 | 210998       |              | 127.80       |                      |
|      | 001-100-559                   | GLOCK 17/22/31 TRAINING GUN    | 019002895    | 08/06/2021 | 210998       |              | 49.50        |                      |
|      | 001-100-559                   | GALLS GEAR BUCKLELESS BELT(2)  | 019002895    | 08/06/2021 | 210998       |              | 59.50        |                      |
| 001  | WHITEHEAD CONSTRUCTION CO INC | 213139                         | 08/17/2021   | 08/11/2021 |              |              | 2,952.45     |                      |
|      | Account Number                | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-201-576                   | 24.3 TN COLD MIX ASPHALT       | 6176         | 08/04/2021 | 210969       |              | 2,952.45     |                      |
| 001  | SOUTHERN PIPE & SUPPLY CO INC | 213140                         | 08/17/2021   | 08/11/2021 |              |              | 105.67       |                      |
|      | Account Number                | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-635                   | 1/2 HP 208/230 V BLOWER        | 5604093-00   | 07/30/2021 | 210930       |              | 102.50       |                      |
|      | 001-100-635                   | CAPACITOR 7.5/440 SINGLE OVAL  | 5604093-00   | 07/30/2021 | 210930       |              | 3.17         |                      |
| 001  | SOUTHERN BARKS INC            | 213143                         | 08/17/2021   | 08/11/2021 |              |              | 1,205.00     |                      |
|      | Account Number                | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-170-520                   | 80 YARDS WOODFIBER MULCH (14)  | 5321         | 08/03/2021 | 210905       |              | 1,120.00     |                      |
|      | 001-170-520                   | FUEL CHARGE                    | 5321         | 08/03/2021 | 210905       |              | 85.00        |                      |
| 001  | SOUTHERN REGIONAL SAFETY INST | 213146                         | 08/17/2021   | 08/11/2021 |              |              | 7,200.00     |                      |
|      | Account Number                | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-681                   | BASIC TRAINING COURSE: HARTY   | 178          | 08/04/2021 | 210699       |              | 3,600.00     |                      |
|      | 001-100-681                   | BASIC TRAINING COURSE:GONZALEZ | 178          | 08/04/2021 | 210699       |              | 3,600.00     |                      |
| 001  | 4IMPRINT INC                  | 213147                         | 08/17/2021   | 08/11/2021 |              |              | 1,618.88     |                      |
|      | Account Number                | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-170-512                   | 41" FOLDING UMBRELLA (450)     | 9133851      | 07/26/2021 | 210924       |              | 1,440.00     |                      |
|      | 001-170-512                   | LOGO IMPRINT                   | 9133851      | 07/26/2021 | 210924       |              | 45.00        |                      |

| Fund       | Name of Claimant                    | Trans #                        | Release Date | Claim Date | Claim Number      | Check Number | Claim Amount | Approved/Disapproved |
|------------|-------------------------------------|--------------------------------|--------------|------------|-------------------|--------------|--------------|----------------------|
| 001        | 4IMPRINT INC                        | 213147                         | 08/17/2021   | 08/11/2021 |                   |              | 1,618.88     | (CONTINUED)          |
|            | Account Number                      | Description                    | Invoice #    | Date       | P.O.              | Amount       |              |                      |
|            | 001-170-512                         | SHIPPING                       | 9133851      | 07/26/2021 | 210924            |              | 133.88       |                      |
| 001        | STAPLES BUSINESS ADVANTAGE DEPT ATL | 213148                         | 08/17/2021   | 08/11/2021 |                   |              | 650.95       |                      |
|            | Account Number                      | Description                    | Invoice #    | Date       | P.O.              | Amount       |              |                      |
|            | 001-092-510                         | CLR DISINFECTING SPRAY 12 CAN  | 3482459408   | 07/22/2021 | 210935            |              | 66.39        |                      |
|            | 001-092-510                         | ALCOHOL WIPES 50/PK 24/CT      | 3482459409   | 07/22/2021 | 210935            |              | 23.99        |                      |
|            | 001-100-500                         | SMEAD PRESSBOARD FOLDER 2' (5) | 3482327580   | 07/20/2021 | 210931            |              | 149.95       |                      |
|            | 001-100-500                         | REINFORCED CLASSIFICATION FLD  | 3482390282   | 07/21/2021 | 210931            |              | 16.02        |                      |
|            | 001-100-500                         | TRU RED MEMO PADS 3X5 (5)      | 3482390282   | 07/21/2021 | 210931            |              | 28.10        |                      |
|            | 001-100-500                         | TRU RED STENO PAD 6X9 (2)      | 3482390282   | 07/21/2021 | 210931            |              | 19.92        |                      |
|            | 001-090-500                         | PACKING TAPE 6/PK              | 3482821919   | 07/27/2021 | 210948            |              | 10.00        |                      |
|            | 001-090-500                         | RECEIPT BOOK 2PART 200/SHT (2) | 3482821919   | 07/27/2021 | 210948            |              | 12.96        |                      |
|            | 001-090-500                         | HP 80 DESIGNJET PRINTHEAD      | 3482821919   | 07/27/2021 | 210948            |              | 231.75       |                      |
|            | 001-090-559                         | DRY-ERASE WHITEBOARD 3X2 (2)   | 3482821919   | 07/27/2021 | 210948            |              | 67.98        |                      |
|            | 001-090-500                         | HP 67XL HY INK CARTRIDGE       | 3483042600   | 07/30/2021 | 210948            |              | 23.89        |                      |
| 001        | WATCHGUARD VIDEO                    | 213149                         | 08/17/2021   | 08/11/2021 |                   |              | 670.60       |                      |
|            | Account Number                      | Description                    | Invoice #    | Date       | P.O.              | Amount       |              |                      |
|            | 001-100-639                         | VISTA CNTR MOUNT MAGNETIC (4)  | ACCINV0031   | 07/26/2021 | 210939            |              | 276.00       |                      |
|            | 001-100-639                         | VISTA HD SLIDE LATCH (4)       | ACCINV0031   | 07/26/2021 | 210939            |              | 19.60        |                      |
|            | 001-100-639                         | VISTA BATTERY KIT (8)          | ACCINV0031   | 07/26/2021 | 210939            |              | 360.00       |                      |
|            | 001-100-639                         | SHIPPING/HANDLING/PROCESSING   | ACCINV0031   | 07/26/2021 | 210939            |              | 15.00        |                      |
| 001        | THE GULF COMPANIES INC              | 213150                         | 08/17/2021   | 08/11/2021 |                   |              | 250.00       |                      |
|            | Account Number                      | Description                    | Invoice #    | Date       | P.O.              | Amount       |              |                      |
|            | 001-201-559                         | 33 GAL TRASH BAGS (10)         | 0934904-IN   | 07/30/2021 | 210945            |              | 250.00       |                      |
| 001        | SOUTHERN TIRE MART LLC DEPT 143     | 213152                         | 08/17/2021   | 08/11/2021 |                   |              | 199.00       |                      |
|            | Account Number                      | Description                    | Invoice #    | Date       | P.O.              | Amount       |              |                      |
|            | 001-161-638                         | FRONT END ALIGNMENT: E1        | 2500074776   | 07/29/2021 | 210952            |              | 199.00       |                      |
| 001        | CARDMEMBER SERVICES                 | 213155                         | 08/17/2021   | 08/11/2021 |                   |              | 2,177.59     |                      |
|            | Account Number                      | Description                    | Invoice #    | Date       | P.O.              | Amount       |              |                      |
|            | 001-090-682                         | ASFPM DUES: MORGAN             | 07232021     | 07/26/2021 |                   |              | 80.00        |                      |
|            | 001-090-559                         | 5 SHIRTS 3 HATS: PLANNING      | 07072021     | 07/08/2021 |                   |              | 123.65       |                      |
|            | 001-001-615                         | BLACK NAME TAG FRAME (6)       | 07072021     | 07/08/2021 |                   |              | 15.00        |                      |
|            | 001-001-615                         | NAME TAGS: COUNCIL (6), C MGR  | 07072021     | 07/08/2021 |                   |              | 67.43        |                      |
|            | 001-040-559                         | ADOBE ACROBAT PRO: FARABEE     | 07122021     | 07/13/2021 |                   |              | 218.15       |                      |
|            | 001-170-520                         | TROYBILT 208CC TILLER          | 07122021     | 07/14/2021 |                   |              | 849.99       |                      |
|            | 001-022-559                         | RETIREMENT AWARD: FORTNEY      | 07152021     | 07/16/2021 |                   |              | 155.98       |                      |
|            | 001-001-509                         | GMYC TEAM BUILDING             | 07172021     | 07/19/2021 |                   |              | 301.00       |                      |
|            | 001-001-509                         | GMYC TM BUILDING: SNACKS       | 07162021     | 07/19/2021 |                   |              | 18.89        |                      |
|            | 001-090-559                         | 5 SHIRTS: PLANNING             | 07212021     | 07/22/2021 |                   |              | 109.15       |                      |
|            | 001-100-699                         | TOW VEHICLE FR CAMP SHELBY     | 07222021     | 07/23/2021 |                   |              | 250.00       |                      |
|            | 001-094-682                         | GPA RENEWAL: STENNETT          | 07272021     | 07/28/2021 |                   |              | 220.00       |                      |
|            | 001-090-559                         | RETURN 5 SHIRTS: PLANNING      | 07232021     | 07/26/2021 |                   |              | -88.40       |                      |
|            | 001-090-559                         | RETURN 5 SHIRTS: PLANNING      | 07282021     | 07/29/2021 |                   |              | -143.25      |                      |
| FUND TOTAL | 1 Claims                            | to                             | Checks       | 52 Total   | 282,223.76 Manual | Held         | Total        | 282,223.76           |

| Fund                     | Name of Claimant                   | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|--------------------------|------------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 176                      | O'REILLY AUTO PARTS                | 213065                         | 08/17/2021   | 08/09/2021 |              |              | 42.01        |                      |
|                          | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                          | 176-170-638                        | BRAKE PADS: SHEPARD VAN        |              | 1978215856 | 07/20/2021   |              |              | 42.01                |
| 176                      | SINGING RIVER ELECTRIC COOPERATIVE | 213106                         | 08/17/2021   | 08/09/2021 |              |              | 2,905.53     |                      |
|                          | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                          | 176-170-631                        | PARK FACILITIES 76854002       |              | 07192021   | 07/27/2021   |              |              | 2,359.70             |
|                          | 176-170-631                        | HOUSE 76855002                 |              | 07192021   | 07/27/2021   |              |              | 49.66                |
|                          | 176-170-631                        | SSP WELCOME CENTER 108928002   |              | 07192021   | 07/27/2021   |              |              | 471.17               |
|                          | 176-170-631                        | DUMP STATION 109931001         |              | 07192021   | 07/27/2021   |              |              | 25.00                |
| 176                      | FUELMAN                            | 213110                         | 08/17/2021   | 08/09/2021 |              |              | 96.04        |                      |
|                          | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                          | 176-170-525                        | UNL FUEL                       |              | NP60552851 | 08/09/2021   |              |              | 96.04                |
| 176                      | LOWES HOME CENTERS INC             | 213116                         | 08/17/2021   | 08/10/2021 |              |              | 823.64       |                      |
|                          | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                          | 176-170-541                        | OUTDOOR BUG SPRAY 2/CT (12)    |              | 911824     | 07/01/2021   |              |              | 71.52                |
|                          | 176-170-586                        | BREAKERS (15), OUTLET COVER    |              | 901471     | 07/02/2021   |              |              | 119.30               |
|                          | 176-170-586                        | DOOR HINGE (2)                 |              | 901513     | 07/13/2021   |              |              | 5.85                 |
|                          | 176-170-702                        | CM 60 GAL AIR COMPRESSOR       |              | 971559     | 07/14/2021   |              |              | 616.55               |
|                          | 176-170-586                        | SPRAY PAINT (2)                |              | 901792     | 07/22/2021   |              |              | 10.42                |
| 176                      | BAY ICE COMPANY INC                | 213117                         | 08/17/2021   | 08/10/2021 |              |              | 50.00        |                      |
|                          | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                          | 176-170-699                        | MTHLY BOX RENTAL               |              | 647370     | 07/31/2021   |              |              | 50.00                |
| 176                      | C SPIRE WIRELESS                   | 213129                         | 08/17/2021   | 08/10/2021 |              |              | 51.62        |                      |
|                          | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                          | 176-170-605                        | CELL PHONE                     |              | 0030759248 | 07/31/2021   |              |              | 51.62                |
| 176                      | R TEE HUT LLC                      | 213153                         | 08/17/2021   | 08/11/2021 |              |              | 90.00        |                      |
|                          | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                          | 176-170-541                        | PILLOWCASES(15): GENERAL STORE |              | 001222     | 08/09/2021   | 210996       |              | 90.00                |
| FUND TOTAL 176 Claims to |                                    | Checks                         | 7 Total      | 4,058.84   | Manual       | Held         | Total        | 4,058.84             |



| Fund                  | Name of Claimant            | Trans #            | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|-----------------------------|--------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 303                   | MORAN HAULING INC           | 213123             | 08/17/2021   | 08/10/2021 |              |              | 43,244.11    |                      |
|                       | Account Number 303-301-750  | Description        |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       |                             | CONSTRUCTION 20.8% |              | 2          | 08/09/2021   |              | 43,244.11    |                      |
| 303                   | MICHAEL BAKER INTERNATIONAL | 213124             | 08/17/2021   | 08/10/2021 |              |              | 21,708.48    |                      |
|                       | Account Number 303-301-763  | Description        |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       |                             | CONST PH SERVICES  |              | 1122705    | 07/28/2021   |              | 21,708.48    |                      |
| FUND TOTAL 303 Claims | to                          | Checks             | 2 Total      | 64,952.59  | Manual       |              | Held         | Total 64,952.59      |

| Fund                  | Name of Claimant    | Trans #                       | Release Date | Claim Date    | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|---------------------|-------------------------------|--------------|---------------|--------------|--------------|--------------|----------------------|
| 305                   | CARDMEMBER SERVICES | 213156                        | 08/17/2021   | 08/11/2021    |              |              | 107.06       |                      |
|                       | Account Number      | Description                   |              | Invoice #     | Date         | P.O.         | Amount       |                      |
|                       | 305-300-701         | 2WAY SOLENOID VALVE: FOUNTAIN |              | 07262021      | 07/28/2021   |              |              | 107.06               |
| FUND TOTAL 305 Claims | to                  | Checks                        | 1 Total      | 107.06 Manual |              | Held         | Total        | 107.06               |

| Fund       | Name of Claimant               | Trans #              | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------------|--------------------------------|----------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 355        | THOMPSON BROTHERS DRILLING INC | 213125               | 08/17/2021   | 08/10/2021 |              |              | 332,262.50   |                      |
|            | Account Number                 | Description          |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|            | 355-723-766                    | CITY HALL WATER WELL |              | 2          | 08/06/2021   |              | 332,262.50   |                      |
| FUND TOTAL | 355 Claims                     | to                   | Checks       | 1 Total    | 332,262.50   | Manual       | Held         | Total 332,262.50     |



| Fund | Name of Claimant                     | Trans #                        | Release Date | Claim Date    | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|--------------------------------------|--------------------------------|--------------|---------------|--------------|--------------|--------------|----------------------|
| 400  | CLEARWATER SOLUTIONS LLC             | 213050                         | 08/17/2021   | 08/04/2021    |              |              | 170,690.75   |                      |
|      | Account Number                       | Description                    |              | Invoice #     | Date         | P.O.         | Amount       |                      |
|      | 400-650-672                          | JUL 2021 OPERATION FEE         |              | GAUTIER104    | 08/01/2021   |              |              | 170,690.75           |
| 400  | JACKSON COUNTY UTILITY AUTHORITY     | 213052                         | 08/17/2021   | 08/05/2010    |              |              | 235,473.00   |                      |
|      | Account Number                       | Description                    |              | Invoice #     | Date         | P.O.         | Amount       |                      |
|      | 400-651-668                          | AUG 2021 TREATMENT CHGS        |              | 1212          | 08/01/2021   |              |              | 235,473.00           |
| 400  | WASTE MANAGEMENT OF MS-GLF COAST INC | 213061                         | 08/17/2021   | 08/09/2021    |              |              | 2,140.07     |                      |
|      | Account Number                       | Description                    |              | Invoice #     | Date         | P.O.         | Amount       |                      |
|      | 400-651-698                          | ROLL OFF TIMBERLANE            |              | 07 4773647685 | 08/02/2021   |              |              | 2,140.07             |
| 400  | O'REILLY AUTO PARTS                  | 213066                         | 08/17/2021   | 08/09/2021    |              |              | 321.91       |                      |
|      | Account Number                       | Description                    |              | Invoice #     | Date         | P.O.         | Amount       |                      |
|      | 400-650-638                          | FRNT BRK PAD, REAR BRK PAD     |              | 1978215098    | 07/14/2021   |              |              | 46.72                |
|      | 400-650-638                          | BRAKE ROTOR (2), BRAKE CALIPER |              | 1978215098    | 07/14/2021   |              |              | 134.65               |
|      | 400-650-638                          | FREIGHT, ROTORS (2), FRONT PAD |              | 1978215098    | 07/14/2021   |              |              | 120.55               |
|      | 400-650-638                          | DISC PAD SET, CORE CHG: MR TRK |              | 1978215098    | 07/14/2021   |              |              | 66.99                |
|      | 400-650-638                          | CORE RETURN: MR TRK            |              | 1978215098    | 07/15/2021   |              |              | -47.00               |
| 400  | ANSER                                | 213068                         | 08/17/2021   | 08/09/2021    |              |              | 552.90       |                      |
|      | Account Number                       | Description                    |              | Invoice #     | Date         | P.O.         | Amount       |                      |
|      | 400-650-698                          | BASE RATE: 8/04/21-8/31/21     |              | 277-080421    | 08/04/2021   |              |              | 450.00               |
|      | 400-650-698                          | 548 MTS 7/7/21-8/3/21          |              | 277-080421    | 08/04/2021   |              |              | 102.90               |
| 400  | COGENT STRATEGIES LLC                | 213101                         | 08/17/2021   | 08/09/2021    |              |              | 7,500.00     |                      |
|      | Account Number                       | Description                    |              | Invoice #     | Date         | P.O.         | Amount       |                      |
|      | 400-650-601                          | PROFESSIONAL FEES              |              | 2328          | 08/06/2021   |              |              | 7,500.00             |
| 400  | SOUTHERN LINC                        | 213102                         | 08/17/2021   | 08/09/2021    |              |              | 90.20        |                      |
|      | Account Number                       | Description                    |              | Invoice #     | Date         | P.O.         | Amount       |                      |
|      | 400-650-698                          | AUG 2021 SERV CHGS             |              | 10721078      | 08/01/2021   |              |              | 80.00                |
|      | 400-650-698                          | TAXES/FEES                     |              | 10721078      | 08/01/2021   |              |              | 10.20                |
| 400  | SINGING RIVER ELECTRIC COOPERATIVE   | 213103                         | 08/17/2021   | 08/09/2021    |              |              | 3,650.23     |                      |
|      | Account Number                       | Description                    |              | Invoice #     | Date         | P.O.         | Amount       |                      |
|      | 400-651-631                          | LIFT STNS 17875                |              | 07192021      | 07/27/2021   |              |              | 237.21               |
|      | 400-651-631                          | LIFT STNS 17883                |              | 07192021      | 07/27/2021   |              |              | 1,905.92             |
|      | 400-651-631                          | LIFT STNS 17884                |              | 07192021      | 07/27/2021   |              |              | 1,507.10             |
| 400  | MALLETTE BROTHERS CONSTRUCTION INC   | 213105                         | 08/17/2021   | 08/09/2021    |              |              | 594.00       |                      |
|      | Account Number                       | Description                    |              | Invoice #     | Date         | P.O.         | Amount       |                      |
|      | 400-651-585                          | 19.80 RAP TN                   |              | 22698         | 07/31/2021   |              |              | 594.00               |
| 400  | FUELMAN                              | 213108                         | 08/17/2021   | 08/09/2021    |              |              | 84.38        |                      |
|      | Account Number                       | Description                    |              | Invoice #     | Date         | P.O.         | Amount       |                      |
|      | 400-650-525                          | UNL FUEL                       |              | NP60507175    | 08/02/2021   |              |              | 84.38                |

| Fund                     | Name of Claimant               | Trans #                                    | Release Date      | Claim Date           | Claim Number    | Check Number | Claim Amount      | Approved/Disapproved |
|--------------------------|--------------------------------|--------------------------------------------|-------------------|----------------------|-----------------|--------------|-------------------|----------------------|
| 400                      | FUELMAN                        | 213111                                     | 08/17/2021        | 08/09/2021           |                 |              | 138.61            |                      |
|                          | Account Number 400-650-525     | Description UNL FUEL                       |                   | Invoice # NP60552851 | Date 08/09/2021 | P.O.         | Amount 138.61     |                      |
| 400                      | FOSTERS A/C & HEATING INC      | 213121                                     | 08/17/2021        | 08/10/2021           |                 |              | 143.00            |                      |
|                          | Account Number 400-650-635     | Description REPAIR & MAINT:BUILDING        |                   | Invoice # W1091162   | Date 08/03/2021 | P.O.         | Amount 143.00     |                      |
| 400                      | COG DEPOSITORY ACCOUNT         | 213130                                     | 08/17/2021        | 08/10/2021           |                 |              | 130,594.37        |                      |
|                          | Account Number 400-000-104     | Description JUL 2021 GARBAGE PMTS          |                   | Invoice # 07312021   | Date 07/31/2021 | P.O.         | Amount 136,437.52 |                      |
|                          | Account Number 400-000-104     | Description ADJ JUN 2021 TRX OVER          |                   | Invoice # 08042021   | Date 08/04/2021 | P.O.         | Amount -5,843.15  |                      |
| 400                      | ARISTA INFORMATION SYSTEMS INC | 213131                                     | 08/17/2021        | 08/10/2021           |                 |              | 3,955.98          |                      |
|                          | Account Number 400-650-698     | Description JUL 2021 PRINTING 2067001      |                   | Invoice # 0003483    | Date 07/31/2021 | P.O.         | Amount 1,147.40   |                      |
|                          | Account Number 400-650-698     | Description JUL 2021 POSTAGE 2067001       |                   | Invoice # 0003483    | Date 07/31/2021 | P.O.         | Amount 2,808.58   |                      |
| 400                      | MICRO METHODS INC              | 213141                                     | 08/17/2021        | 08/11/2021           |                 |              | 63.00             |                      |
|                          | Account Number 400-651-581     | Description TSS SINGLE SAMPLE: WATER TRMNT |                   | Invoice # 2107556-18 | Date 08/03/2021 | P.O. 210954  | Amount 63.00      |                      |
| 400                      | GOODYEAR AUTO CENTER           | 213142                                     | 08/17/2021        | 08/11/2021           |                 |              | 149.34            |                      |
|                          | Account Number 400-650-638     | Description 265/70R16 WRL ADVENT:FORD F150 |                   | Invoice # 227744     | Date 07/22/2021 | P.O. 210932  | Amount 149.34     |                      |
| 400                      | M T DEASON COMPANY INC         | 213144                                     | 08/17/2021        | 08/11/2021           |                 |              | 92.76             |                      |
|                          | Account Number 400-651-581     | Description #4 HIGH FIELD KEY (4)          |                   | Invoice # 5717       | Date 07/26/2021 | P.O. 210941  | Amount 79.80      |                      |
|                          | Account Number 400-651-581     | Description SHIPPING                       |                   | Invoice # 5717       | Date 07/26/2021 | P.O. 210941  | Amount 12.96      |                      |
| 400                      | CENTRAL PIPE SUPPLY-JACKSON    | 213145                                     | 08/17/2021        | 08/11/2021           |                 |              | 4,987.80          |                      |
|                          | Account Number 400-651-683     | Description DUAL WAL HDPE PIPE 24X20 180FT |                   | Invoice # S100265938 | Date 08/05/2021 | P.O. 210992  | Amount 4,987.80   |                      |
| 400                      | CORE & MAIN LP                 | 213151                                     | 08/17/2021        | 08/11/2021           |                 |              | 640.98            |                      |
|                          | Account Number 400-651-583     | Description GREEN MARK PAINT (72)          |                   | Invoice # P265608    | Date 07/26/2021 | P.O. 210823  | Amount 146.88     |                      |
|                          | Account Number 400-651-581     | Description WHITE MARK PAINT (60)          |                   | Invoice # P265608    | Date 07/26/2021 | P.O. 210823  | Amount 36.72      |                      |
|                          | Account Number 400-651-583     | Description 4X1/8 FLG ACC KIT (6)          |                   | Invoice # P265608    | Date 07/26/2021 | P.O. 210823  | Amount 55.74      |                      |
|                          | Account Number 400-651-581     | Description 2" GATE VALVE (6)              |                   | Invoice # P265608    | Date 07/26/2021 | P.O. 210823  | Amount 307.02     |                      |
|                          | Account Number 400-651-581     | Description 2 MIPXCOMP ADPT (6)            |                   | Invoice # P265608    | Date 07/26/2021 | P.O. 210823  | Amount 94.62      |                      |
| FUND TOTAL 400 Claims to |                                | Checks 19 Total                            | 561,863.28 Manual |                      | Held            |              | Total             | 561,863.28           |

| Fund                  | Name of Claimant           | Trans #                     | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|----------------------------|-----------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 404                   | DELTA SANITATION OF MS LLC | 213049                      | 08/17/2021   | 08/04/2021 |              |              | 107,173.44   |                      |
|                       | Account Number             | Description                 |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 404-677-693                | JUL 2021 RES GARBAGE (6368) |              | 0001171192 | 07/31/2021   |              | 107,173.44   |                      |
| FUND TOTAL 404 Claims | to                         | Checks                      | 1 Total      | 107,173.44 | Manual       | Held         | Total        | 107,173.44           |



SUMMARY OF ALL FUNDS

|                     |    |        |          |                     |      |       |              |
|---------------------|----|--------|----------|---------------------|------|-------|--------------|
| FUND 1 Claims       | to | Checks | 52 Total | 282,223.76 Manual   | Held | Total | 282,223.76   |
| FUND 176 Claims     | to | Checks | 7 Total  | 4,058.84 Manual     | Held | Total | 4,058.84     |
| FUND 303 Claims     | to | Checks | 2 Total  | 64,952.59 Manual    | Held | Total | 64,952.59    |
| FUND 305 Claims     | to | Checks | 1 Total  | 107.06 Manual       | Held | Total | 107.06       |
| FUND 355 Claims     | to | Checks | 1 Total  | 332,262.50 Manual   | Held | Total | 332,262.50   |
| FUND 400 Claims     | to | Checks | 19 Total | 561,863.28 Manual   | Held | Total | 561,863.28   |
| FUND 404 Claims     | to | Checks | 1 Total  | 107,173.44 Manual   | Held | Total | 107,173.44   |
| -----               |    |        |          |                     |      |       |              |
| Total for all Funds |    | Checks | 83 Total | 1,352,641.47 Manual | Held | Total | 1,352,641.47 |

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

**Council Meeting:** August 17, 2021  
**Title:** Approval of minutes from Recessed Council Meeting held August 3, 2021 and Recessed Budget Meeting held August 10, 2021

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

**Summary Explanation:** Approval of minutes from Recessed Council Meeting held August 3, 2021 and Recessed Budget Meeting held August 10, 2021

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract/Agreement</b>      | <input checked="" type="checkbox"/> |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**

**Approval**

**Motion Made by:**

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

**Second Made by:**

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

| <b>Voted as follows:</b> |          | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|----------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | Vaughan  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | Colledge | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | George   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | Jackson  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | Gollott  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | Anderson | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | Elbin    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**

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

**ORDER NUMBER 000-2021**

**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 3, 2021, and the Recessed Budget Meeting held August 10, 2021 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 August 17, 2021.



Tuesday  
August 3, 2021  
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held August 3, 2021 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, Gordon Gollott, Rusty Anderson, and Dante Elbin. Also present were Paula Yancey, City Manager; Josh Danos, City Attorney and other concerned citizens. Present by teleconference was Councilman Richard Jackson.

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**AGENDA  
CITY OF GAUTIER, MISSISSIPPI CITY  
HALL COUNCIL CHAMBERS  
August 3, 2021 @ 6:30 PM**

**I. Call to Order**

**1. Prayer**

**2. Pledge of Allegiance**

**II. Agenda Order Approval**

**III. Announcements**

**1. Gautier Market Day will include Tasty Thursday and Farmer's Market on August 26<sup>th</sup> from 11:00am until 6:00pm at the Singing River Mall Property**

**IV. Presentation Agenda**

**1. Recognition of Retirement for Tim Fortney**

**V. Business Agenda**

- 1. Authorization for Gautier High School to use the City's portable lights for band camp**
- 2. Authorization to enter into a Memorandum of Understanding (MOU) with the Mississippi Department of Marine Resources to accept GOMESA funding for the Gautier Vancleave Sewer Improvements project**

|                          |                               |                          |                                                                 |                          |                                                    |                          |             |
|--------------------------|-------------------------------|--------------------------|-----------------------------------------------------------------|--------------------------|----------------------------------------------------|--------------------------|-------------|
| <input type="checkbox"/> | <b>STAFF<br/>PRESENTATION</b> | <input type="checkbox"/> | <b>PUBLIC<br/>QUESTIONS/COMMENTS<br/>(3 MINUTES PER PERSON)</b> | <input type="checkbox"/> | <b>MOTION<br/>COUNCIL<br/>DISCUSSION/QUESTIONS</b> | <input type="checkbox"/> | <b>VOTE</b> |
|--------------------------|-------------------------------|--------------------------|-----------------------------------------------------------------|--------------------------|----------------------------------------------------|--------------------------|-------------|

- 3. Authorization to enter into a Professional Services Agreement with Seymour Engineering for the Gautier Vancleave Sewer Improvements Project**

|                          |                               |                          |                                                                 |                          |                                                    |                          |             |
|--------------------------|-------------------------------|--------------------------|-----------------------------------------------------------------|--------------------------|----------------------------------------------------|--------------------------|-------------|
| <input type="checkbox"/> | <b>STAFF<br/>PRESENTATION</b> | <input type="checkbox"/> | <b>PUBLIC<br/>QUESTIONS/COMMENTS<br/>(3 MINUTES PER PERSON)</b> | <input type="checkbox"/> | <b>MOTION<br/>COUNCIL<br/>DISCUSSION/QUESTIONS</b> | <input type="checkbox"/> | <b>VOTE</b> |
|--------------------------|-------------------------------|--------------------------|-----------------------------------------------------------------|--------------------------|----------------------------------------------------|--------------------------|-------------|

**3. Appointment of Gautier Senior Steer Committee Members**

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

**4. Consideration for an abatement at 2506 Ridgeway Drive, Gautier, MS  
Michael Stringfield)**

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

**5. Approval of the Docket of Claims**

|                          |                       |                          |                                                        |                          |                                           |                          |      |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|
| <input type="checkbox"/> | STAFF<br>PRESENTATION | <input type="checkbox"/> | PUBLIC<br>QUESTIONS/COMMENTS<br>(3 MINUTES PER PERSON) | <input type="checkbox"/> | MOTION<br>COUNCIL<br>DISCUSSION/QUESTIONS | <input type="checkbox"/> | VOTE |
|--------------------------|-----------------------|--------------------------|--------------------------------------------------------|--------------------------|-------------------------------------------|--------------------------|------|

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

- 1. Approval of Minutes from Recessed Council Meeting held July 20, 2021**
- 2. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19.**
- 3. Approval of water and sewer adjustments dated August 2021 in the amount of \$5,955.47**
- 4. Receive June 2021 Privilege License Reports**

**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 10, 2021 at 6:00pm**  
[www.gautier-ms.gov](http://www.gautier-ms.gov)

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

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Councilman Colledge made the motion to approve the agenda order, as amended, to include:

- 1. Add corrections to page 3, 9, 11, 34 and 148 of the minutes**
- 2. Add Business Agenda Item #6 – Authorization for Gautier High School to use the City’s portable lights for band camp and to move it to Business Agenda Item #1**

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

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#### **Announcements**

1. Gautier Market Day will include Tasty Thursday and Farmer's Market on August 26<sup>th</sup> from 11:00am until 6:00pm at the Singing River Mall Property.
- 

#### **Presentation**

1. Recognition of Retirement for Tim Fortney.
-





# GAUTIER PRESENTS **TASTY** **THURSDAY!**

**26**  
**AUG**  
**11 AM**



**GOOD EATS FROM AWESOME**  
**FOOD TRUCKS**

**MANN KETTLE CORN - HAVENS CREAMERY - TRUE WINGS-  
THE SCRATCH KITCHEN- NORWOODS FAMOUS SKINS, TOBY'S SUBS,  
KEEPIN' IT TASTY, KLASSY WRAPPERS, L AND D CATERING,  
FRANKIE FAYE'S, ISLAND ICE, CHICKEN SHACK, HOT BOX HIB  
VEGAN TIME, COASTY'S FOOD TRUCK,  
JAI'S CRAWFISH AND SNOWBALLS**

**SINGING RIVER MALL PROPERTY**  
**2800 HWY 90 GAUTIER, MS**

City of Gautier

# *Farmer's Market*



Vendors Welcome!

# **BUY LOCALLY**

*4th Thursday May-October*

SR Mall Property 2800 Hwy 90 11am-6pm

To become a vendor call: Rachel Honea 228-219-3259

e-mail: rhonea @ gautier-ms.gov

Councilman Anderson made the motion to approve the Gautier High School's request to use the City's portable lights for band camp on August 3<sup>rd</sup>, 2021. 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:

**RESOLUTION NUMBER 121-2021**

**WHEREAS**, Gautier High School has made a request that the City authorize use of its portable lights for the school's band camp; and

**WHEREAS**, the City has authority to donate funds, equipment, or in kind services to any school district within the bounds of the city limits; and

**WHEREAS**, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this event assists the voluntary character development of the school district;

**BE IT RESOLVED**, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by the Gautier High School is hereby approved.

**BE IT FURTHER RESOLVED**, that all costs and expenses associated with this use are hereby waived.

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

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

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

**NAYS:**           **None**

(SEAL)

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 3, 2021.



Councilman Gollott made the motion to enter into a Memorandum of Understanding (MOU) with the Mississippi Department of Marine Resources to accept the Gulf of Mexico Energy Security Act (GOMESA) funding for the Gautier Vancleave Sewer Improvements project. 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 147-2021**

**WHEREAS**, the City of Gautier was awarded a grant for the Gautier Vancleave Sewer Improvements project, which will improve coastal water quality, protect natural resources and mitigate damage to fish and wildlife by eliminating the inflow and infiltration problems; and

**WHEREAS**, federal funds were awarded through the Gulf of Mexico Energy Security Act (GOMESA) in the amount of \$2,668,265; and

**WHEREAS**, the project will install 10,000 linear foot of new force main along Gautier Vancleave Road, from Old Spanish Trail to the pump station located near Robertsedale Road and will install 1,000 linear feet of new gravity sewer on Gautier Vancleave Road south of Highway 90; and

**WHEREAS**, a Memorandum of Understanding is required before the project can move forward; 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 Department of Marine Resources is hereby approved.

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

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

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

**NAYS:**           **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 3, 2021.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** April Stennett, Grants and Projects Director  
**Date:** 07/26/2021  
**Subject:** GOMESA – Gautier Vancleave Sewer Improvements Memorandum of Understanding with Mississippi Department of Marine Resources

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**REQUEST:**

The Grants and Projects Department requests City Council authorization to enter into a Memorandum of Understanding with the Mississippi Department of Marine Resources to accept GOMESA funding for the Gautier Vancleave Sewer Improvements project.

**BACKGROUND:**

The Gulf of Mexico Energy Security Act (GOMESA) of 2006 created a revenue-sharing model for oil- and gas-producing gulf states. Under the act, Alabama, Louisiana, Mississippi and Texas receive a portion of the revenue generated from oil and gas production offshore in the Gulf of Mexico. The act also directs a portion of revenue to the Land and Water Conservation Fund.

**DISCUSSION:**

The City was awarded \$2,668,265 in GOMESA funding for the Gautier Vancleave Sewer Improvements project, which will improve coastal water quality, protect natural resources and mitigate damage to fish and wildlife by eliminating the inflow and infiltration problems.

The project will install 10,000 linear foot of new force main along Gautier Vancleave Road, from Old Spanish Trail to the pump station located near Robertsedale Road. Additionally, the project will install 1,000 linear feet of new gravity sewer on Gautier Vancleave Road south of Highway 90.

These new sewer lines will alleviate the pressure on an aging 30-inch concrete pipe that is corroded and in poor condition. This project will also eliminate lift station capacity issues and prevent raw sanitary sewer from backing into homes, front yards and the road.

**RECOMMENDATION:**

The Grants and Projects Department recommends that City Council authorize entering into a Memorandum of Understanding with the Mississippi Department of Marine Resources to accept GOMESA funding for the Gautier Vancleave Sewer Improvements project.

The City Council may:

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

**ATTACHMENTS:**

1. Memorandum of Understanding





**STATE OF MISSISSIPPI**

Tate Reeves  
Governor

**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES**

Joe Spraggins, Executive Director

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MISSISSIPPI DEPARTMENT OF MARINE RESOURCES  
AND  
THE CITY OF GAUTIER**

This Memorandum of Understanding (the "MOU") is entered into between the Mississippi Department of Marine Resources (hereinafter "MDMR") and the City of Gautier (hereinafter "COG") for the purpose of establishing the agreed upon conditions under which MDMR may allocate funds to COG for the Restoration of Water Quality and Sanitary Sewer Improvements ("the Project") pursuant to the Gulf of Mexico Energy Security Act of 2006, Public Law 109-432 (hereinafter "GOMESA"). This MOU is entered into pursuant to and subject to the terms of GOMESA and relates to MDMR funds obtained through GOMESA, in the amount of Two Million Six Hundred and Sixty-Eight Thousand Two Hundred and Sixty-Five Dollars and No/100 (\$2,668,265.00). The COG will use some or all of the funds, which will be provided on a reimbursement basis, to advance the Project.

**RECITALS**

**WHEREAS**, GOMESA authorizes the disbursement of funds for projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, infrastructure directly affected by coastal wetland losses, as well as mitigation of damage to fish, wildlife, or natural resources; and,

**WHEREAS**, funding for GOMESA is directed to the State of Mississippi through the Bureau of Ocean Energy Management within the Department of Interior; and,

**WHEREAS**, the Governor of the State of Mississippi has directed that MDMR will administer GOMESA funding for the State; and,

**WHEREAS**, MDMR is authorized to allocate and disburse GOMESA funds in accordance with GOMESA in a manner as determined by the MDMR; and,

**WHEREAS**, GOMESA funds are federal funds and cannot be used to match any other federal funds unless those programs specifically state that such funds can be used for matching; and,

**WHEREAS**, the primary goals of the Project will include installing ten thousand (10,000) linear feet of new force main from the pump station on the corner of Gautier Vancleave Road and

Old Spanish Trail to the pump station located near Robertsdale Road and also installing one thousand (1,000) linear feet of new gravity sewer on Gautier Vancleave Road south of Highway 90 to alleviate the pressure on the thirty inch (30”) concrete pipe that is in poor condition; and,

**WHEREAS**, COG proposes that the Project’s restoration component will improve water quality, protect natural resources, and mitigate damage to fish and wildlife by eliminating the inflow and infiltration problems due to an insufficient sewer system; and,

**WHEREAS**, the MDMR requests COG maintain on file all documentation related to the receipt, investment and expenditure of the funds provided for the Project, and furnish any such documentation to the MDMR upon request; and,

**WHEREAS**, COG agrees to expend the funds in accordance with the purposes as outlined in GOMESA; and,

**WHEREAS**, COG agrees to provide quarterly and final reports to MDMR that summarize the expenditure of the funds reimbursed by MDMR and the status of the Project until such time as the final expenditure of these funds has been made; and,

**WHEREAS**, MDMR finds, consistent with GOMESA, that it is in the best interest of the State of Mississippi that funds made available from GOMESA should be allocated to COG, on a reimbursement basis, for the Project.

**NOW THEREFORE, IT IS MUTUALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF MARINE RESOURCES AND THE CITY OF GAUTIER, AS FOLLOWS:**

**SECTION 1.** Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated herein by this reference thereto as though set forth again in words and figures.

**SECTION 2.** This MOU shall be effective upon execution by both parties and shall remain in effect for a term of three years (36 months) with one optional one-year (12 months) renewal, for a total of four (4) years, unless terminated earlier. The term may be extended prior to expiration upon the written agreement of both parties.

**SECTION 3.** MDMR, pursuant to GOMESA, shall provide funds received from Mississippi’s allocation of GOMESA funding in an amount up to Two Million Six Hundred and Sixty-Eight Thousand Two Hundred and Sixty-Five Dollars and No/100 (\$2,668,265.00) to COG, on a reimbursement basis, for the purpose of providing funds to accomplish the Project as described herein.

**SECTION 4.** COG shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDMR. COG shall submit written Reimbursement Requests no more frequently than monthly and no less frequently than quarterly. Each Reimbursement Request must be accompanied by detailed supporting documentation of costs incurred as required by MDMR. All Reimbursement Requests for time periods ending June 30 of any year during the term of this MOU shall be submitted no later than July 31 of that same year. MDMR will pay all properly documented Reimbursement

Requests within forty-five (45) days after MDMR's receipt of same, except for any amounts disputed by MDMR in good faith. Reimbursement Requests shall be sent to Russell Weatherly, Project Manager – Office of Tidelands/GOMESA, Mississippi Department of Marine Resources, 1141 Bayview Avenue, Biloxi, MS 39530, [russell.weatherly@dmr.ms.gov](mailto:russell.weatherly@dmr.ms.gov).

**SECTION 5.** COG agrees to use all funds received from MDMR as allocated from GOMESA funding **solely** for the purposes set forth herein and authorized by GOMESA and upon the terms and provisions of this MOU; and further, by execution of this MOU, COG does hereby certify that all GOMESA funds it receives from the MDMR shall be used exclusively for the Project. COG understands that failure on its part to adhere to any provision within this MOU may result in termination of this MOU by the MDMR and in immediate action by the State to recover any improperly expended funds.

**SECTION 6.** COG agrees to comply with the provisions of CFR 2 §200.501, which states that a non-Federal entity that expends Seven Hundred Fifty Thousand Dollars and No/100 (\$750,000.00) 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.

**SECTION 7.** COG agrees to maintain on file all documentation in accordance with the recitals of this MOU and to submit such documentation to MDMR upon request.

**SECTION 8.** COG agrees to provide MDMR quarterly reports summarizing expenditure of GOMESA funds received from MDMR for the Project and the status of the Project until such time as the final expenditure or final investment of the funds has been made. The first quarterly report shall be provided within ninety (90) days of the effective date of this MOU, and thereafter within thirty (30) days of each calendar quarter end. COG shall also provide MDMR with a final report summarizing the expenditures and use of the funds upon completion of the Project and final expenditure. Failure to timely submit reports may result in delay of payment of Reimbursement Requests. Reports shall be sent to Russell Weatherly, Project Manager – Office of Tidelands/GOMESA, Mississippi Department of Marine Resources, 1141 Bayview Avenue, Biloxi, MS 39530, [russell.weatherly@dmr.ms.gov](mailto:russell.weatherly@dmr.ms.gov).

**SECTION 9.** COG agrees to maintain copies of all invoices and documentation related to the funds allocated by MDMR for the Project sufficient to satisfy and confirm, to MDMR's satisfaction, that such funds have been expended **solely** for the purposes provided in GOMESA.

**SECTION 10.** COG shall comply with and all activities under this MOU shall be subject to all applicable Federal, State, and local laws and regulations, as now existing and as may be amended or modified.

**SECTION 11.** COG shall comply with the requirements of Senate Bill 2824 of the 2021 Mississippi Legislature Regular Session. COG shall provide to the MDMR, on or before December 31<sup>st</sup> of each year, a written description and an itemized report detailing the expenditure of GOMESA funds, or the intended expenditure of the funds that have not been spent. Additionally, COG shall provide to the MDMR a final written itemized report when all the GOMESA funds are spent. MDMR will provide these reports to the Lieutenant Governor, Speaker of the House of Representatives, Chairman of the Senate Appropriations Committee, Chairman of the House



Appropriations Committee, and the Governor.

**SECTION 12.** COG understands and acknowledges that if the Mississippi State Legislature fails to pass an appropriation bill for the MDMR and the prior year's appropriation bill expires, or if the Legislature fails to give MDMR the authority to expend funds, or if funds are otherwise unavailable, then the MDMR may, in its sole discretion, terminate this agreement or issue a Stop Work Order to COG in lieu of termination. If a Stop Work Order is issued, COG agrees to adhere to its terms.

**SECTION 13.** This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws provisions, and any litigation with respect thereto shall be brought in the state courts of Harrison County, Mississippi.

**SECTION 14.** Attached hereto as [Attachment A](#) and incorporated herein by reference is the document supporting the request for GOMESA funding submitted by COG. This document outlines the scope of work to be completed for the Project. Any change in the scope of work is subject to approval by the MDMR in writing and may require an amendment to this MOU and written approval of the GOMESA Committee and others.

**SECTION 15.** Attached hereto as [Attachment B](#) and incorporated herein by reference is the budget for the Project submitted by COG.

**SECTION 16.** Attached hereto as [Attachment C](#) and incorporated herein by reference is the Project Selection Form approved and executed by the GOMESA Committee. In the event of a discrepancy between Attachment A and Attachment C, Attachment C will govern.

**SECTION 17.** All notices or information required or permitted to be given pursuant to this MOU shall be in writing and personally delivered or sent by Certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

**For COG:**

City of Gautier  
Attention: Paula Yancey, City Manager  
3330 Highway 90  
Gautier, Mississippi 39553  
[citymanager@gautier-ms.gov](mailto:citymanager@gautier-ms.gov)

**For MDMR:**

Mississippi Department of Marine Resources  
Attention: Joe Spraggins, Executive Director  
1141 Bayview Ave.  
Biloxi, Mississippi 39530  
Email: [crystal.matta@dmr.ms.gov](mailto:crystal.matta@dmr.ms.gov)

**IN WITNESS WHEREOF**, the parties have affixed their signatures on the dates indicated below.

**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES**

**By:** \_\_\_\_\_  
**Joe Spraggins, Executive Director**

**Date:** \_\_\_\_\_

**CITY OF GAUTIER**

**By:** \_\_\_\_\_  
**Paula Yancey, City Manager**

**Date:** \_\_\_\_\_



April 24, 2020

General Joe Spraggins  
Executive Director  
Mississippi Department of Marine Resources  
1141 Bayview Avenue  
Biloxi, MS 39530

Re: City of Gautier  
Water Quality & Infrastructure Sanitary Sewer Project - Gautier Vancleave Road

Dear General Spraggins:

Please find attached for review, a **SHOVEL READY** project designed to improve Coastal Water Quality, protect our natural resources, and mitigate damage to fish and wildlife. Utilizing a combination of City funds and CDBG grant money, the City has successfully completed construction of the downstream portion of this project (Bemis Avenue Sewer Improvements). We have also successfully completed the topographic surveying, CCTV video pipeline inspections, flow monitoring, and engineering design for the remaining sections of the project (Old Spanish Trail and Gautier Vancleave Road). Due to funding constraints, we will be advertising for bids in the upcoming weeks for only a portion of the needed repairs. This portion of the work is being paid for through a combination of City funds and RESTORE dollars.

The remaining portion of the project will require \$2,668,265.00 to complete. We are requesting this amount in GOMESA funds to fully address the Water Quality needs to properly maintain our Coastal waters, mitigate damage to wildlife, and protect our natural resources.

Best regards,

A handwritten signature in blue ink, appearing to read 'Mark M. Seymour, Jr.'.

Mark M. Seymour, Jr., P.E.  
President

MMS/tmp

Attachment



Project Name: Gautier Vancleave Sewer Improvements  
Primary Contact: April Stennett, Grants and Projects Director  
City of Gautier Office: 228-497-8000 ext. 315  
3330 Hwy. 90 Cell: 228-219-8016  
Gautier, MS 39553 Email: astennett@gautier-ms.gov  
Project Location: Jackson County, MS  
Gautier Vancleave Road  
30.391313, -88.651795

### **Project Description**

The Gautier Vancleave Sewer Improvements project will improve Coastal Water Quality, protect our natural resources, and mitigate damage to fish and wildlife by eliminating the inflow and infiltration problems due to an insufficient sewer system.

The location for the project is Gautier Vancleave Road beginning at Old Spanish Trail and heading north to the pump station located near Robertsdale Road that pumps to the treatment plant.

The proposed project will include installing 10,000 linear foot of new force main from the pump station on the corner of Gautier Vancleave Road and Old Spanish Trail to the pump station located near Robertsdale Road. Additionally, the project includes installing 1,000 linear feet of new gravity sewer on Gautier Vancleave Road south of Highway 90. These new sewer lines will alleviate the pressure on the 30-inch concrete pipe that is in poor condition.

Please see attached conceptual plan for project layout.

### **Justification**

The proposed project is one with both conservation and coastal restoration benefits, as the project has been specifically designed to minimize impacts to wetlands and mitigate damage to wildlife.

Currently, the existing sanitary sewer system has significant inflow and infiltration problems. The existing lift stations and lines also have capacity issues. These conditions result in sewer overflows. The existing systems become surcharged and raw sanitary sewer is released inside homes, front yards, roads, and ditches. These events create significant health hazards to the residents. Due to its proximity to the MS Sound, significant water quality issues also occur.

The City hired an engineering firm to perform a Hydraulic Analysis of the system. Drawdown tests of the existing lift stations have been conducted. This data has been used to analyze the system as a whole. Significant capacity issues have been identified in the downstream system running along Old Spanish Trail, Gautier Vancleave Road, and then North to the sewer treatment facility.

An additional issue that was identified is the poor condition of the 30-inch concrete sewer pipe that carries the sewage south of Highway 90 in Gautier to the treatment plant north. The sewer line is old and has corroded due to the gases in the line. If the line experiences high pressure, it

will fail. We propose to continue a new main north along Gautier Vancleave Road to the pump station at Robertsedale Road that pumps to the treatment plant.

The enormous number of sanitary sewer overflows that occur due to the infrastructure needs has a tremendous impact on the environment. The majority of the overflows that occur are within only a few hundred feet of a wetland marsh. This marsh contains vegetative species and wildlife critical to the local ecology. These marsh canals outfall within approximately 7,000 feet to the MS Sound. The raw sewage entering the MS Sound negatively affects recreational activities and poses serious health hazards.

### **Estimated Cost**

This project is expected to cost approximately \$2,668,265.00. This includes installing 10,000 linear feet of new force main, 1,000 linear foot of new gravity sewer, jack and bore under Highway 90, directional boring, precast manholes, traffic control, relocating existing utilities, and removing and repairing roadways.

Please see the attached engineer's opinion of probable cost for detailed line-item estimates. This is based on current bid price information from projects of similar scope in South Mississippi. These costs are subject to fluctuation based on current work loads of bidding contractors and seasonal variations.

### **Goals and Objectives**

The proposed environmental objectives to be incorporated within this project, as described above, are to enhance and support the following projects objectives:

- Protect the wetland marsh and the vegetative species and wildlife critical to the local ecology from damage occurring due to sewer overflows.
- Eliminate lift station capacity issues by pumping the sewage to the pump station that pumps to the treatment plant.
- Prevent raw sanitary sewer backing into homes, front yards, road, etc. and creating hazards that are costly and unhealthy.
- Alleviate pressure on the old, corroded 30-inch concrete pipe that carries Gautier's sewer south of Highway 90 to the treatment plant.

### **Project Schedule and Key Milestones**

Please see attached projected timeline, provided by Seymour Engineering.

### **Cost Sharing**

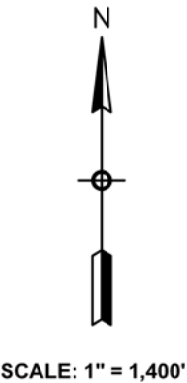
The City of Gautier is seeking funds from a variety of sources for this important project. Funds were secured through Community Development Block Grant (CDBG) in 2018 for the sanitary sewer improvement on Bemis Avenue. CDBG funded \$382,383.00 and the City matched \$472,114.00. Also, the RESTORE program funded \$2.3 million in 2019 to construct a new lift station and improve the sanitary sewer system on Old Spanish Trail.

GOMESA funding in the amount of \$2,668,265.00 is being sought to complete this project.

**Relationship with Other Programs**

Previous RESTORE and Community Development Block Grant (CDBG) funds were used to improve this sanitary sewer system as mentioned above.





|          |             |
|----------|-------------|
| Revised  |             |
| Drawn    | K. NETO     |
| Checked  | S. MCLELLAN |
| Approved | M. SEYMOUR  |
| Date     | 04/24/2020  |

Project Name

GAUTIER VANCLEAVE ROAD  
SEWER IMPROVEMENTS  
CITY of GAUTIER, MISSISSIPPI

SEYMOUR ENGINEERING

PHONE: 228-385-2350 925 TOMMY MUNRO DRIVE, SUITE G FAX: 228-385-2353  
BILOXI, MISSISSIPPI 39532

Sheet

C1

Project No.

XX-XXX





**PRELIMINARY OPINION OF PROBABLE COST  
GAUTIER VANCLEAVE ROAD SEWER IMPROVEMENTS PROJECT  
THE CITY OF GAUTIER**

| ITEM NO.          | DESCRIPTION                           | QUANTITY | UNIT | UNIT PRICE   | COST            |
|-------------------|---------------------------------------|----------|------|--------------|-----------------|
| 1                 | Mobilization                          | 1        | LS   | \$ 20,000.00 | \$ 20,000.00    |
| 2                 | Traffic Control                       | 1        | LS   | \$ 40,000.00 | \$ 40,000.00    |
| 3                 | Relocate Existing Utilities           | 1        | LS   | \$ 50,000.00 | \$ 50,000.00    |
| 4                 | 10" PVC Sanitary Sewer Main           | 1,000    | LF   | \$ 65.00     | \$ 65,000.00    |
| 5                 | Precast Concrete Sewer Manholes       | 5        | EA   | \$ 2,000.00  | \$ 10,000.00    |
| 6                 | 14" Force Main                        | 10,000   | LF   | \$ 95.00     | \$ 950,000.00   |
| 7                 | Jack & Bore (27" Casing)              | 500      | LF   | \$ 500.00    | \$ 250,000.00   |
| 8                 | Directional Bore - 14" Force Main     | 4,000    | LF   | \$ 150.00    | \$ 600,000.00   |
| 9                 | Select Fill                           | 1,500    | CY   | \$ 20.00     | \$ 30,000.00    |
| 10                | Limestone Base                        | 1,000    | CY   | \$ 30.00     | \$ 30,000.00    |
| 11                | Sawcut Existing Asphalt Driveways     | 20       | EA   | \$ 1,000.00  | \$ 20,000.00    |
| 12                | Sawcut Existing Concrete Driveways    | 6        | EA   | \$ 1,500.00  | \$ 9,000.00     |
| 13                | Asphalt for Driveways and Road Repair | 500      | TON  | \$ 100.00    | \$ 50,000.00    |
| COST              |                                       |          |      |              | \$ 2,124,000.00 |
| CONTINGENCY (5%)  |                                       |          |      |              | \$ 106,200.00   |
| SUBTOTAL PART "A" |                                       |          |      |              | \$ 2,230,200.00 |

| PART B: ENGINEERING FEES |                             |  |  |               |
|--------------------------|-----------------------------|--|--|---------------|
| 1                        | Geotechnical                |  |  | \$ 10,000.00  |
| 2                        | Design Surveys              |  |  | \$ 27,400.00  |
| 3                        | Engineering Design (10.07%) |  |  | \$ 224,665.00 |
| 4                        | RPR Services (9-months)     |  |  | \$ 176,000.00 |
| SUBTOTAL PART "B"        |                             |  |  | \$ 438,065.00 |

|                              |  |  |  |                 |
|------------------------------|--|--|--|-----------------|
| TOTAL ESTIMATED PROJECT COST |  |  |  | \$ 2,668,265.00 |
|------------------------------|--|--|--|-----------------|

SEYMOUR ENGINEERING, PLLC

Mark M. Seymour, Jr., P.E.

Principal



GAUTIER VANCLEAVE ROAD SEWER IMPROVEMENTS PROJECT  
CITY OF GAUTIER

PROJECT SCHEDULE

| SCHEDULE OF WORK                                          | MAY        | JUNE       | JULY       | AUG.       | SEPT.      | OCT.       | NOV.       | DEC.       | JAN.       | FEB.       | MARCH      | APRIL      | MAY        | JUNE       | JULY       | AUG.       | SEPT.      | OCT.       |
|-----------------------------------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
|                                                           | 1-31, 2020 | 1-31, 2020 | 1-30, 2020 | 1-31, 2020 | 1-30, 2020 | 1-31, 2020 | 1-30, 2020 | 1-31, 2020 | 1-31, 2021 | 1-28, 2021 | 1-31, 2021 | 1-30, 2021 | 1-31, 2021 | 1-30, 2021 | 1-31, 2021 | 1-31, 2021 | 1-30, 2021 | 1-31, 2021 |
| GOMESA PROJECT APPROVAL                                   | ■          | ■          | ■          |            |            |            |            |            |            |            |            |            |            |            |            |            |            |            |
| FINALIZE SURVEY DRAWINGS & ENGINEERING CONTRACT DOCUMENTS | ■          | ■          | ■          |            |            |            |            |            |            |            |            |            |            |            |            |            |            |            |
| MDEQ APPROVAL                                             |            | ■          | ■          | ■          | ■          |            |            |            |            |            |            |            |            |            |            |            |            |            |
| ADVERTISEMENT FOR BIDS                                    |            |            |            | ■          | ■          | ■          | ■          | ■          |            |            |            |            |            |            |            |            |            |            |
| NOTICE TO PROCEED                                         |            |            |            |            |            | ■          | ■          | ■          |            |            |            |            |            |            |            |            |            |            |
| CONSTRUCTION                                              |            |            |            |            |            |            | ■          | ■          | ■          | ■          | ■          | ■          | ■          | ■          | ■          | ■          | ■          | ■          |
| PROJECT CLOSEOUT                                          |            |            |            |            |            |            |            |            |            |            |            |            |            |            |            | ■          | ■          | ■          |



PRELIMINARY OPINION OF PROBABLE COST  
GAUTIER VANCLEAVE ROAD SEWER IMPROVEMENTS PROJECT  
THE CITY OF GAUTIER

| ITEM NO.          | DESCRIPTION                           | QUANTITY | UNIT | UNIT PRICE   | COST            |
|-------------------|---------------------------------------|----------|------|--------------|-----------------|
| 1                 | Mobilization                          | 1        | LS   | \$ 20,000.00 | \$ 20,000.00    |
| 2                 | Traffic Control                       | 1        | LS   | \$ 40,000.00 | \$ 40,000.00    |
| 3                 | Relocate Existing Utilities           | 1        | LS   | \$ 50,000.00 | \$ 50,000.00    |
| 4                 | 10" PVC Sanitary Sewer Main           | 1,000    | LF   | \$ 65.00     | \$ 65,000.00    |
| 5                 | Precast Concrete Sewer Manholes       | 5        | EA   | \$ 2,000.00  | \$ 10,000.00    |
| 6                 | 14" Force Main                        | 10,000   | LF   | \$ 95.00     | \$ 950,000.00   |
| 7                 | Jack & Bore (27" Casing)              | 500      | LF   | \$ 500.00    | \$ 250,000.00   |
| 8                 | Directional Bore - 14" Force Main     | 4,000    | LF   | \$ 150.00    | \$ 600,000.00   |
| 9                 | Select Fill                           | 1,500    | CY   | \$ 20.00     | \$ 30,000.00    |
| 10                | Limestone Base                        | 1,000    | CY   | \$ 30.00     | \$ 30,000.00    |
| 11                | Sawcut Existing Asphalt Driveways     | 20       | EA   | \$ 1,000.00  | \$ 20,000.00    |
| 12                | Sawcut Existing Concrete Driveways    | 6        | EA   | \$ 1,500.00  | \$ 9,000.00     |
| 13                | Asphalt for Driveways and Road Repair | 500      | TON  | \$ 100.00    | \$ 50,000.00    |
| COST              |                                       |          |      |              | \$ 2,124,000.00 |
| CONTINGENCY (5%)  |                                       |          |      |              | \$ 106,200.00   |
| SUBTOTAL PART "A" |                                       |          |      |              | \$ 2,230,200.00 |

| PART B: ENGINEERING FEES |                             |  |  |               |
|--------------------------|-----------------------------|--|--|---------------|
| 1                        | Geotechnical                |  |  | \$ 10,000.00  |
| 2                        | Design Surveys              |  |  | \$ 27,400.00  |
| 3                        | Engineering Design (10.07%) |  |  | \$ 224,665.00 |
| 4                        | RPR Services (9-months)     |  |  | \$ 176,000.00 |
| SUBTOTAL PART "B"        |                             |  |  | \$ 438,065.00 |

|                              |  |  |  |                 |
|------------------------------|--|--|--|-----------------|
| TOTAL ESTIMATED PROJECT COST |  |  |  | \$ 2,668,265.00 |
|------------------------------|--|--|--|-----------------|

SEYMOUR ENGINEERING, PLLC

A blue ink signature of Mark M. Seymour, Jr.

Mark M. Seymour, Jr., P.E.

Principal





ENHANCE • PROTECT • CONSERVE

## Attachment C

### GOMESA Phase II Funding Project Selection Form

Applicant: April Stennett - Grants and Projects Director  
*First Name* *Last Name*

Business/Agency: City of Gautier

Address: 3330 Highway 90 - Gautier, MS 39553

Phone: 2284978000 Email: astennett@gautier-ms.gov

Project Name: Water Quality and Sanitary Sewer Improvements

Anticipated Budget: 2668265.00 Anticipated Timeline: 7/1/2021 to 6/30/2024

Projects must meet at least one of the GOMESA criteria listed below. Please check all that apply.  
Additional justification may be requested.

#### Column A

- ☒ Coastal protection of natural resources
- ☒ Mitigation of natural or marine resources
- ☐ Conservation management
- ☐ Onshore infrastructure projects resulting from coastal damage

#### Column B

- ☐ Coastal restoration and resiliency efforts
- ☐ Ecological restoration
- ☒ Economic improvements
- ☒ Quality of life improvements

### PROPOSED PROJECT NARRATIVE

The Gautier Vancleave Sewer Improvements project will improve coastal water quality, protect our natural resources, and mitigate damage to fish and wildlife by eliminating the inflow and infiltration problems due to an insufficient sewer system. The location for the project is Gautier-Vancleave Road beginning at Old Spanish Trail and heading north to the pump station located near Robertsdale Road that pumps to the treatment plant. The proposed project will include installing 10,000 linear foot of new force main from the pump station on the corner of Gautier Vancleave Road and Old Spanish Trail to the pump station located near Robertsdale Road. Additionally, the project includes installing 1,000 linear feet of new gravity sewer on Gautier Vancleave Road south of Highway 90. These new sewer lines will alleviate the pressure on the 30-inch concrete pipe that is in poor condition.

### REQUIRED SIGNATURES

#### GOMESA Committee:

|                               |                                                                                                                                                                   |                          |                           |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------|
| MDMR Committee Representative | <br><small>Joe S. Aggins (May 13, 2021 13:57 CDT)</small><br><i>Signature</i>  | Executive Director       | 5/3/2021<br><i>Date</i>   |
| MDA Committee Representative  | <br><small>Jamie M. Miller (May 7, 2021 10:20 CDT)</small><br><i>Signature</i> | Chief Operations Officer | 05/07/2021<br><i>Date</i> |
| MDEQ Committee Representative | <br><small>Chris Wells (May 18, 2021 17:28 CDT)</small><br><i>Signature</i>    | Executive Director       | 05/08/21<br><i>Date</i>   |

Councilman Colledge made the motion to enter into a Professional Services Agreement with Seymour Engineering for the Gautier Vancleave Sewer Improvements Project in an amount not to exceed \$438,065. 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 148-2021**

**WHEREAS**, the City of Gautier requires engineering and other professional services in relation to the Gautier Vancleave Sewer Improvements Project; and

**WHEREAS**, Seymour Engineering has offered to provide these services pursuant to the attached Professional Services Agreement; and

**WHEREAS**, pursuant to this agreement, Seymour Engineering will provide professional engineering, environmental permitting, design engineering, inspections, bidding consultations and construction phase engineering; and

**WHEREAS**, the cost of the contract is not to exceed \$438,065; and

**WHEREAS**, the Mayor and Council Members hereby find that entering this Professional Services agreement is in the best interest of the City of Gautier; and

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Professional Services Agreement with Seymour Engineering for work associated with the Gautier Vancleave Sewer 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 **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**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 3, 2021.



**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** April Stennett, Grants and Projects Director  
**Date:** 07/26/2021  
**Subject:** GOMESA – Gautier Vancleave Sewer Improvements Professional Services Agreement with Seymour Engineering

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**REQUEST:**

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for the Gautier Vancleave Sewer Improvements project in an amount not to exceed \$438,065.

**BACKGROUND:**

The Gulf of Mexico Energy Security Act (GOMESA) of 2006 created a revenue-sharing model for oil- and gas-producing gulf states. Under the act, Alabama, Louisiana, Mississippi and Texas receive a portion of the revenue generated from oil and gas production offshore in the Gulf of Mexico. The act also directs a portion of revenue to the Land and Water Conservation Fund.

**DISCUSSION:**

The City was awarded \$2,668,265 in GOMESA funding for the Gautier Vancleave Sewer Improvements project, which will improve coastal water quality, protect natural resources and mitigate damage to fish and wildlife by eliminating the inflow and infiltration problems.

The project will install 10,000 linear foot of new force main along Gautier Vancleave Road, from Old Spanish Trail to the pump station located near Robertsedale Road. Additionally, the project will install 1,000 linear feet of new gravity sewer on Gautier Vancleave Road south of Highway 90.

These new sewer lines will alleviate the pressure on an aging 30-inch concrete pipe that is corroded and in poor condition. This project will also eliminate lift station capacity issues and prevent raw sanitary sewer from backing into homes, front yards and the road.

**RECOMMENDATION:**

The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for the Gautier Vancleave Sewer Improvements project in an amount not to exceed \$438,065.

The City Council may:

1. Approve the professional services agreement, as presented; or
2. Not approve the professional services agreement as presented.

**ATTACHMENTS:**

1. Professional Services Agreement

**STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of \_\_\_\_\_, 2021, between the CITY OF GAUTIER (OWNER) and SEYMOUR ENGINEERING, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi 39532 (ENGINEER). OWNER intends to construct a new sanitary sewer system along Gautier Vancleave Road in Gautier, Mississippi (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

**SECTION 1-BASIC SERVICES OF ENGINEER**

**1.1 General.**

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil engineering services, including but not limited to, all services required or requested by OWNER in connection with obtaining any permits required by an governmental agency or authority in connection with the project. The Contract will extend through completion of project construction and submittal of all required closeout documents to the Owner.

**1.2 Preliminary Design.**

1.2.1 ENGINEER shall provide preliminary design for the project. Upon completion of preliminary design, ENGINEER shall meet with OWNER to review documents. Upon acceptance by OWNER, ENGINEER shall commence with Final Design Documents.

**1.3. Final Design Phase.**

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.3.1 On the basis of the accepted Preliminary Design documents and the revised opinion of probable Total Project Costs prepare for incorporation in the Project Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications (which will be prepared in conformance with the sixteen division format of the construction specifications Institute).

1.3.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised opinion of probable Total Project Costs based on the Drawings and Specifications. Total project cost for purposes of determining engineering fees excludes mitigation, relocation or any other costs not directly involving the actual construction or building of the project.

1.3.4 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders (all of which shall be consistent with the forms and pertinent guide sheets prepared by the Engineers Joint Contract Documents Committee), and assist in the preparation of other related documents.

1.3.5 Furnish copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

#### 1.4 Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.4.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.4.2 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.4.3 Advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.4.4 Advise OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.4.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

#### 1.5. Construction Phase.

During the Construction Phase:

1.5.1 General Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER as instructed by Owner.

1.5.2 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:

1.5.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work. In addition, ENGINEER shall provide the services of a Resident Project Representative (and assistants) at the site to assist ENGINEER and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Project Documents and ENGINEER shall keep OWNER informed of the progress of the work.

1.5.2.2. The Resident Project Representative (and any assistants) will be ENGINEER's agent or employee and under ENGINEER's supervision. The duties and responsibilities of the Resident Project Representative (and assistants) are set forth in Exhibit A "Duties, Responsibilities and Limitation of Authority of Resident Project Representative".

1.5.2.3. The purpose of Engineer's visits to and representation by the Resident Project Representative (and assistants, if any) at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Project Documents and that the integrity of the design concept as reflected in the Project Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Project Documents.

1.5.3 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Project Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Project Documents.

1.5.4 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Project Documents and in connection therewith and prepare work directive changes and change orders as required.

1.5.5 Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Project Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.5.6 Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

1.5.7 Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Project Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Project Documents).

1.5.8 Disputes between OWNER and Contractor. Engineer shall act as initial interpreter of the requirements of the Project Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Project Documents pertaining to the execution and progress of the work. To the extent allowable under Mississippi law, ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.5.9 Applications for Payment. Based on on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

1.5.9.1. ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payment to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Project Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for



in the Project Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Project Documents).

1.5.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Project Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.5.10 Contractor(s)' Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Project Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Project Documents); and shall transmit them to OWNER with written comments. Engineer shall provide record drawings to the Owner and provide written certification that the project was constructed according to the approved plans, specifications, and contract documents.

1.5.11 Inspections. ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.4.9.2.

1.5.12 Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work: however, nothing contained in paragraphs 1.1 thru 1.4.12 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Project Documents.

1.5.13 Indemnification. ENGINEER shall defend, indemnify and hold harmless OWNER, its agents, servants, employees, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, including but not limited to attorneys' fees, with respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance of Engineer under this Contract.

## SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

### 2.1. Services Requiring Authorization in Advance.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.6, inclusive. These services are not included as part of Basic Services; these will be paid for by OWNER, as indicated in Section 3.

2.1.1. Assistance in connection with bid protests, rebidding or renegotiating Project for construction, materials, equipment or services.

2.1.2. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable Contractor(s) to proceed with their work; and providing other special field surveys.

2.1.3. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

2.1.4. Topographic Survey to assist with Design Phase.

2.1.5. Geotechnical Engineering.

### SECTION 3 - PAYMENTS TO ENGINEER

3.1. Methods of Payment for Services and Expenses of ENGINEER.

3.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

3.1.1.1. Payment to Engineer for Basic Services. ENGINEER shall be paid the total amount outlined in Exhibit C:

3.1.1.2 ENGINEER shall be paid monthly based upon the percentage complete of the phase of the project on which ENGINEER is working.

3.1.2. *For additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

3.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1. (except services as a consultant or witness under paragraph 2.1.3), at standard hourly rates for services rendered by principals and employees for Items 2.1.1 and 2.1.2 as shown in Exhibit B. Item numbers 2.1.4, 2.1.5 and 2.1.6 shall be paid monthly based on percentage complete of the Lump Sum Amount.

3.1.2.2. *Serving as a Witness.* For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with paragraph 2.1.3. at the rate agreed to by both parties before the start of such additional service.

3.2 Times of Payments.

3.2.1. ENGINEER shall submit statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements for Basic Services will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt undisputed payments in response to ENGINEER's statements in accordance with its claims docket and state law.

### SECTION 4 - GENERAL CONSIDERATION

4.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The ENGINEER understands that this Contract is voidable by any newly elected City Council upon taking office.

#### 4.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service and shall be owned by OWNER, whether or not the project is completed. However, OWNER may not reuse the documents without authorization of ENGINEER and should the OWNER do so, OWNER shall do so at OWNER'S sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's independent professional associates or consultants.

#### 4.3. Insurance.

4.3.1. ENGINEER shall procure and maintain insurance for protection from claims under workers compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

4.3.2. Also ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance shall provide coverage in the amount of \$1,000,000 and shall name OWNER as an additional insured. ENGINEER shall deliver to OWNER a certificate evidencing the assurance of such a policy.

#### 4.4. Controlling Law.

This Agreement is to be governed by the law of the State of Mississippi.

#### 4.5. Successors and Assigns.

4.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, representatives, administrators and assigns of OWNER and ENGINEER (and to the extent permitted by paragraph 4.5.2. that assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partner successors, executors, administrators and legal representatives (and said assigns) of such other party, respect of all covenants, agreements and obligations of this Agreement.

4.5.2. Neither OWNER nor ENGINEER shall assign sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandate by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in and written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder. ENGINEER may subcontract portions of the services under this Agreement, subject to the written approval of OWNER and reflected on its minutes.

4.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 5 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 5.1 This Agreement is subject to the following special provisions.
- 5.1.1 The Final Design and Construction Phases of this Contract between the the City of Gautier and Seymour Engineering, are subject to the availability and amount of funding for this project.
- 5.2 The following Exhibits are attached to and made a part of this Agreement:
- 5.2.1 **Exhibit A** Duties, Responsibilities and Limitations of Authority of Resident Project Representative consisting of 3 pages.
- 5.2.2 **Exhibit B** Seymour Engineering Man-Hour Fee Schedule, consisting of 1 page.
- 5.2.3 **Exhibit C** Payments to Engineer, consisting of 2 pages.
- 5.3 This Agreement (consisting of pages 1 to 7, inclusive) together with the Exhibits and Schedules identified above constitute the entire agreement between OWNER and ENGINEER and superseded all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
OWNER:

\_\_\_\_\_  
DATE:

**PAULA YANCEY, CITY MANAGER  
CITY OF GAUTIER**

ADDRESS FOR GIVING NOTICES:

**3330 HIGHWAY 90  
GAUTIER, MS 39553**

\_\_\_\_\_  
ENGINEER:

\_\_\_\_\_  
DATE:

**MARK M. SEYMOUR, JR., P.E.  
SEYMOUR ENGINEERING**

ADDRESS FOR GIVING NOTICES:

**925 TOMMY MUNRO DRIVE, SUITE G  
BILOXI, MISSISSIPPI 39532**



**EXHIBIT A**  
**TO AGREEMENT BETWEEN OWNER**  
**AND ENGINEER FOR PROFESSIONAL SERVICES,**  
(for use with No. 1910-1. 1984 Edition)

**A LISTING OF THE DUTIES, RESPONSIBILITIES AND**  
**LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE**

This is an Exhibit attached to, made a part of and incorporated by reference with the Agreement made on \_\_\_\_\_2020, between the City of Gautier (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to ENGINEER in observing performance of the work of Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants. ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with the Project Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the Project Contract Documents, and are further limited and described as follows:

**A. GENERAL**

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of the ENGINEER.

**B. DUTIES AND RESPONSIBILITIES OF RPR**

1. Schedules: Review the progress schedules, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
  - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Project Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
  - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. Shop Drawings and Samples:
  - a. Record date of receipt of Shop Drawings and samples.

- b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
  - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Project Documents.
  - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Project Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER or Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. Interpretation of Project Documents: Report to ENGINEER when clarifications and interpretations of the Project Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. Records
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Project Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Project Documents, progress reports, and other Project related documents.
  - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
  - c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. Reports
- a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
  - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
  - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to ENGINEER, noting particularly the relationship

of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site, but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Project Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
12. Completion
  - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
  - b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
  - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY - Resident Project Representative:

1. Shall not authorize any deviation from the Project Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Project Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advise or directions are specifically required by the Project Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

**EXHIBIT B**  
**STANDARD HOURLY RATES**

|                                                         |               |
|---------------------------------------------------------|---------------|
| PRINCIPAL ENGINEER (P.E.).....                          | \$200.00/HOUR |
| SENIOR STRUCTURAL/CIVIL ENGINEER (P.E.).....            | \$175.00/HOUR |
| ENGINEER (P.E.).....                                    | \$160.00/HOUR |
| PROJECT MANAGER.....                                    | \$150.00/HOUR |
| ENGINEER (E.I.T.).....                                  | \$140.00/HOUR |
| ENVIRONMENTAL SCIENTIST.....                            | \$125.00/HOUR |
| SENIOR ENGINEERING TECHNICIAN.....                      | \$105.00/HOUR |
| ENGINEERING TECHNICIAN.....                             | \$75.00/HOUR  |
| DESIGN/CADD TECHNICIAN.....                             | \$95.00/HOUR  |
| DRAFTSMAN (CADD).....                                   | \$75.00/HOUR  |
| ADMINISTRATIVE ASSISTANT/SPECIFICATIONS TECHNICIAN..... | \$60.00/HOUR  |
| CLERICAL.....                                           | \$50.00/HOUR  |
| SURVEY TECHNICIAN (P.L.S.).....                         | \$120.00/HOUR |
| SURVEY ASSISTANT.....                                   | \$75.00/HOUR  |
| SURVEY CREW (TWO-MAN).....                              | \$140.00/HOUR |
| SURVEY CREW (THREE-MAN).....                            | \$150.00/HOUR |
| SURVEY CREW (GLOBAL POSITIONING SYSTEM).....            | \$150.00/HOUR |
| HYDROGRAPHIC SURVEY CREW.....                           | \$175.00/HOUR |
| BOAT RENTAL AND OPERATOR (minimum 4 hours).....         | \$135.00/HOUR |

**REIMBURSABLE:**

TRAVEL, LODGING, SHIPPING AND REPRODUCTION COSTS SHALL BE REIMBURSABLE EXPENSES BILLED TO THE PROJECT.

**NOTE:** ALL TRAVEL COSTS SHALL NOT EXCEED THE ALLOWABLE REIMBURSEMENTS AS ADOPTED BY THE STATE OF MISSISSIPPI.



**EXHIBIT C**  
**TO AGREEMENT BETWEEN OWNER**  
**AND ENGINEER FOR PROFESSIONAL SERVICES,**  
Dated \_\_\_\_\_ (for use with No. 1910-1, 1984 Edition).

**PAYMENTS TO ENGINEER**

This is an exhibit attached to, made part of, and incorporated by reference into the Agreement made on \_\_\_\_\_, 2021 between the CITY OF GAUTIER (OWNER) and SEYMOUR ENGINEERING (ENGINEER) providing for professional engineering services.

1. ADDITIONAL SERVICES:

A. Topographic Survey

Conduct a topographic survey of the project area with elevation cross-sections, existing structures, and pertinent drainage data will be collected. Existing sanitary sewer and water distribution lines will be located. A Topographic Survey drawing will be provided depicting existing conditions.

COST: LUMP SUM \$27,400.00

B. Geotechnical Engineering

Soil borings of adequate depth shall be performed to assist in the design of the facility.

COST: LUMP SUM \$10,000.00

2. BASIC SERVICES:

A. Engineering Design / Bidding

1. Engineering Design

Construction drawings and specifications will be prepared for the Project, taking into consideration the fees and costs associated with the construction and the professional services and administration of the Project. The Project concept includes installing new sewer lines along Gautier Vancleave Road.

2. Bidding

Assist Owner in obtaining bids for the construction contract. Review submitted bids and recommend a contractor to perform the project. Consult with the Owner in the execution of Contract Documents.

COST: LUMP SUM \$224,665.00

B. Construction Administration / Resident Project Representative

1. Construction Administration

- a. Review the contractor's shop drawings and materials submittals for conformance with the construction documents.
- b. Serve as OWNER'S liaison with CONTRACTOR, work principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents.
- c. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedures for their submission and forward with recommendations to OWNER.
- d. Conduct final inspection in the company of OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

2. Resident Project Representative

ENGINEER shall furnish a Resident Project Representative (RPR), in observing performance of the work of Contractor. (See Exhibit A)

COST: \$176,000.00

**TOTAL COST: \$438,065.00**

Councilman Colledge made the motion to appoint the individuals identified by the City Manager as members of the Senior Steer Committee with the remainder to be appointed at that time. 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 149-2021**

**WHEREAS**, the City Council is responsible for appointing Gautier Senior Steer Committee Members to serve during its term of office; and

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the appointment of the following Gautier Senior Steer Committee Members is hereby approved.

Ward 1 – Pat Walters and Bill Bray  
Ward 2 –  
Ward 3 – Renee Cumbie  
Ward 4 – Andrew Pickens and Rico Borrazzo  
Ward 5 – Donnis Torgerson and Milton Ricks

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

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

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

**NAYS:** None

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 3, 2021.



Councilman George made the motion to approve of abatement at 2506 Ridgeway Drive, Gautier, MS (PID #85106016.000), as presented, and to access the abatement costs and a penalty of 50% of the actual cost of cleaning the property as a lien. 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 150-2021**

**WHEREAS**, after proper notice, on or about August 3, 2021, the City Council of Gautier conducted a public hearing relating to possible abatement of a parcel of property located at 2506 Ridgeway Drive, Gautier, MS 39553 (further described as PID #85106016.000, as recorded in Deed Book 1960, Page 78, record of official plats on file in the office of the Chancery Clerk of Jackson County, MS); and

**WHEREAS**, based on the information provided during the hearing, the City Council has concluded that the property in question is in such a state of uncleanness as to be a menace to public health, safety, and welfare of the community;

**IT THEREFORE ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, pursuant to Miss. Code Ann. 21-19-11, that municipal employees or contractors are hereby authorized to clean the property located at 2506 Ridgeway Drive, Gautier, MS 39553, by cleaning and maintaining the overgrown property, removing the dilapidated, deteriorating, and unsafe accessory structures and securing the exterior of the principal structure as recommended by the Planning Department.

**IT IS FURTHER ORDERED**, based on these findings, that the municipality may reenter the property or parcel of land for a period of one (1) year after the hearing without any further hearing if notice is posted on the property or parcel of land and at city hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

**IT IS FURTHER ORDERED**, that a penalty is assessed to the property in the amount of 50% of the actual cost of cleaning the property.

**IT IS FURTHER ORDERED**, that the City may, in the discretion of the City Manager, collect the costs or penalties (if applicable) associated with this abatement as a civil debt as provided by Miss. Code Ann. 21-19-11(3), or as an assessment against the property as provided by Miss. Code Ann. 21-19-11(4). If collected as a civil debt, the City Attorney is hereby directed and authorized to institute suit to obtain abatement costs, penalties (if applicable), Court costs, reasonable attorney's fees, and interest, as provided by law.

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

Motion was made by **Councilman George**, 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**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 3, 2021.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Joe Franklin, Code Enforcement Officer  
**Through:** Scott Ankerson, Planning Director  
**Date:** July 9, 2021  
**Subject:** 2506 Ridgeway Drive Gautier, Mississippi 39553.

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**REQUEST:**

Pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11, the City of Gautier, the Mayor and City Council will conduct a public hearing and receive public comment(s) regarding staff's recommendation to clean this private property and remove the dilapidated, deteriorating, and unsafe structure.

**BACKGROUND:**

A complaint came from a concerned citizen regarding multiple code violations of the care and maintenance of this property. The code violations were reviewed and substantiated by the City's Code Enforcement Department, and a code violation file was opened against the property on September 11, 2018

The house caught fire in a bedroom on September 10, 2018 and Code Enforcement was called to the location on September 11, 2018. After inspecting the damage to the house, Code Enforcement condemned the structure for safety issues on September 11, 2018. Michael Stringfield became the owner of the property on December 18, 2019. The house burned a second time on April 7, 2020. Michael Stringfield was notified of the safety violations from the debris left on the property from the fire. After several conversations with Mr. Stringfield about the conditions of the property, he applied for and was issued a permit to demolish the remains of the structure and remove the debris from the property on June 19, 2020. Mr. Stringfield began removing the debris, but the work stopped sometime in August of 2020. At that time, Code Enforcement attempted to contact Mr. Stringfield several times between August 2020 and November 2020 with no success. The permit expired December 16, 2020. Numerous Code complaints have been received for this property concerning the burned materials and debris on the property and the safety of the structure.

On July 9, 2021 Code Enforcement sent an abatement notice informing the owner of the City's intent to abate the property. Code Enforcement has posted a Public Notice on the property and gathered pictures of the property on July 12, 2021. The vacant property continues to show signs of disrepair and deterioration. Property owners in the vicinity remain concerned with the visible appearance of this property and the unsecured/unsafe structure. Citizens are concerned for the health, safety, and welfare of their neighborhood. The property and City Hall bulletin board have been posted with a copy of the public hearing notice two weeks prior to the scheduled hearing.

**DISCUSSION:**

The primary goal is to clean up and maintain the overgrown property and remove the unsafe, remains of the burned structure pursuant to the Mississippi Codes Annotated, 1972 § Title 21, Chapter 19, Section 11.

**RECOMMENDATION:**

Staff recommends that City Council approve the abatement as presented and move forward by taking action after the statutory 10-day appeal period from the date of Council action and adjournment.

**ATTACHMENTS:**

1. Parcel Information
2. Code Case History
3. Abatement Public Notice Document Posted
4. Abatement Property Notification Letter
5. Pictures of Property and Posting



Jul 9, 2021 at 3:55:17 PM  
3330 US-90  
Gautier MS 39555  
United States

Mayor  
George C. Vaughan

Council  
W. Arney Wilson, Collidge  
Wendy L. Chambers, George  
Wendy L. Wilson, WY, Jackson  
Wendy L. Quisenberry, Gallatin  
Wendy L. Hasty, Jackson  
Wendy L. Hasty, Jackson

City of Gautier  
Gautier, Mississippi



City Manager  
Paula Young

City Clerk  
Jenna E. Montgomery

3330 Highway 90  
Gautier, MS 39555  
Phone: (228) 497-4600  
Fax: (228) 497-4600  
Email: paula@cityofgaulier.com

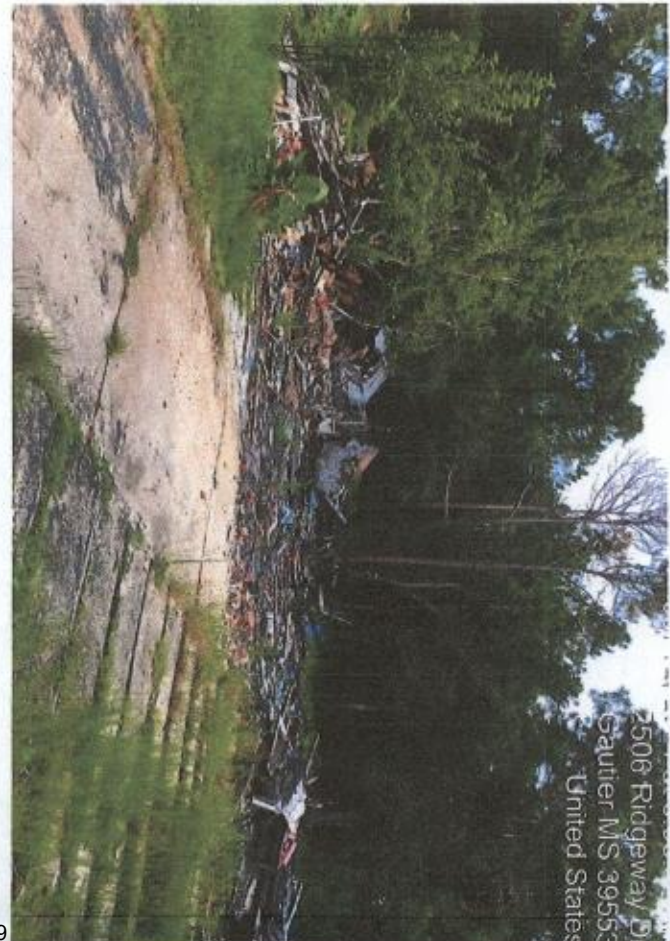
## PUBLIC NOTICE

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at 6:30 PM on **AUGUST 3, 2021**, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community.

### 2506 RIDGEWAY DRIVE

Persons having an interest in said properties are hereby notified that in accordance with 21-19-11 of the Codes of Mississippi of 1972, as amended, the City may upon a finding the property or parcel of land in its existing condition to be a menace to the public health, safety, and welfare of the community, proceed to clean the property or parcel of land as allowed by Mississippi Code 21-19-11. The costs of which may be charged as a lien against such properties to be collected upon sale of the property or through civil proceedings. In addition, an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.

"Nature's Playground"





# 85106016.000 STRINGFIELD MICHAEL JR

PIDN: 85106016.000

GISP: 871.02-01-0311.00

## Owner Information

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Percent of Ownership: PERCENT\_OF

Name: STRINGFIELD MICHAEL JR

Name 2:

Mailing Address: 3906 MCCALL ST  
MOSS POINT MS  
39562

Site Address: 2506 RIDGEWAY DR GAUTIER

## Land Information

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Section: 02 Acreage: .00

Township: 8S

Range: 7W

Street Name RIDGEWAY  
DR

## Value and Tax Information

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Total Assessed Value: 10125

Total Appraised Value: 67500

Improvement Value: 63280

Land Value: 4220

Tax Amount: 1486

SQ FT: 2774 Year Built: 1972

## Legal Description

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Description: LOT 16 COLLEGE PARK WEST S/D  
PB 12-37 DB 1960-78  
(311 MAP871.02-01)

Deed Book / Page: 1960 / 78

*Mayor  
Casey C. Vaughan*

*Council  
At Large Adam Colledge  
Ward 1 Cameron George  
Ward 2 Richard "DJ" Jackson  
Ward 3 Gordon Gollott  
Ward 4 Rusty Anderson  
Ward 5 Dante Elbin*

## *City of Gautier* *Gautier, Mississippi*



*City Manager  
Paula Yancey*

*City Clerk  
Teresa L. Montgomery*

*3330 Highway 90  
Gautier, MS 39553  
Phone : (228) 497-8000  
Fax : (228) 497-8028  
Email : [gautier@gautier-ms.gov](mailto:gautier@gautier-ms.gov)  
Website: [www.gautier-ms.gov](http://www.gautier-ms.gov)*

July 9, 2021

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

Re: 2506 Ridgeway Drive  
Notice of Public Hearing

To whom it may concern,

The City of Gautier Mayor and City Council has approved and scheduled a public hearing for adjudication for 2506 Ridgeway Drive. The hearing will be held at Gautier City Hall, 3330 Hwy 90 Gautier, MS. 39553 on August 3, 2021 at 6:30 P.M. The purpose of this public hearing is to determine whether or not the property referenced above is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community per Mississippi Code Annotated 1972 Title 21, Chapter 19, Section 11.

If at the scheduled hearing, the governing authority decides that the property or parcel of land is in a condition determined to be a menace to the public health, safety, and welfare of the community, the City shall proceed to clean the property or parcel of land by the use of municipal workers or by contract.

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

Sincerely,

Joe Franklin  
City of Gautier  
Code Enforcement Officer



*Mayor  
Casey C. Vaughan*

## *City of Gautier Gautier, Mississippi*

*City Manager  
Paula Yancey*

*Council  
At Large Adam Colledge  
Ward 1 Cameron George  
Ward 2 Richard "DJ" Jackson  
Ward 3 Gordon Gollott  
Ward 4 Rusty Anderson  
Ward 5 Dante Elkin*



*City Clerk  
Teresa L. Montgomery*

*3330 Highway 90  
Gautier, MS 39553  
Phone : (228) 497-8000  
Fax : (228) 497-8028  
Email : gautier@gautier-ms.gov*

## **PUBLIC NOTICE**

Public Notice is hereby given by the Mayor and Members of the Gautier City Council that a public hearing will be held at 6:30 PM on **AUGUST 3, 2021**, in the Council Chambers of Gautier City Hall, 3330 Hwy 90, Gautier, Mississippi, to determine whether or not the property or parcel of land described below is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community:

### **2506 RIDGEWAY DRIVE**

Persons having an interest in said properties are hereby notified that in accordance with 21-19-11 of the Codes of Mississippi of 1972, as amended, the City may upon a finding the property or parcel of land in its existing condition to be a menace to the public health, safety, and welfare of the community, proceed to clean the property or parcel of land as allowed by Mississippi Code 21-19-11. The costs of which may be charged as a lien against such properties to be collected upon sale of the property or through civil proceedings. In addition, an adjudication at the hearing that the property or parcel of land is in need of cleaning will authorize the municipality to reenter the property or parcel of land for a period of one (1) year after final adjudication without any further hearing if notice is posted on the property or parcel of land and at City Hall or another place in the municipality where such notices are generally posted at least seven (7) days before the property or parcel of land is reentered for cleaning.



CODE CASE DETAILED REPORT CODE-000436-2018  
FOR CITY OF GAUTIER

Case Type: Code Project: Opened Date: 09/11/2018  
Status: Active District: Closed Date: NOT CLOSED  
Assigned To: CODE ENFORCEMENT Description: condemned after house fire

|                      |      |                                                |      |                                         |
|----------------------|------|------------------------------------------------|------|-----------------------------------------|
| Parcel: 85106016.000 | Main | Address: 2506 Ridgeway Dr<br>Gautier, MS 39553 | Main | Zone: R-1 (Residential - Single Family) |
|----------------------|------|------------------------------------------------|------|-----------------------------------------|

## CODE CASE DETAILED REPORT (CODE-000436-2018)

| Note                                                                                                                                                                                                                                                                                                                                                                                                                                     | Created By       | Date and Time Created |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------------|
| 1. The house had a fire in bed room and we were called out by fire department to check for life safety issues in house. We condemned the house 9/11/18 for the fire damage and life safety issues . The power company pulled the meter the night of the fire for safety reasons . We talked to Micheal Stringfield 228-249-8894 who said he has power of attorney for owner of house.                                                    | CODE ENFORCEMENT | 9/11/2018 3:02 pm     |
| 2. The owner Fred David Padgett passed away 8/27/2018.<br>On 12/18/2019 Michael Stringfield 3906 McCall St. Moss Point, Ms. 39562 became the new owner of the property. April 7,2020 the house burned down. The remains of the house are a safety hazard to the neighborhood. I will send a notice to Mr. Stringfield about the property's condition and the need for the house to be demolished and the property cleared of all debris. | CODE ENFORCEMENT | 6/4/2020 9:22 am      |
| 3. Michael Stringfield phone numbers<br>228-249-8894<br>662-398-8855                                                                                                                                                                                                                                                                                                                                                                     | CODE ENFORCEMENT | 6/4/2020 9:36 am      |
| 4. I left a message for Mr. Stringfield to call me back about the property. I sent a notice to both addresses.                                                                                                                                                                                                                                                                                                                           | CODE ENFORCEMENT | 6/4/2020 10:12 am     |
| 5. I spoke to Mr. Stringfield about the property. He received the notice about the property needing to be cleared. I gave him till 6/19/2020 to give my a date as to when the property will be demolished and cleared or the City would move forward with Abatement.<br>662-398-8855                                                                                                                                                     | CODE ENFORCEMENT | 6/10/2020 10:44 am    |
| 6. I left a voice message for Mr. Stringfield to call me back about the property.                                                                                                                                                                                                                                                                                                                                                        | CODE ENFORCEMENT | 6/19/2020 9:30 am     |
| 7. I spoke to Mr. Stringfield is supposed to come get a Demo Permit today for the property.                                                                                                                                                                                                                                                                                                                                              | CODE ENFORCEMENT | 6/19/2020 10:00 am    |
| 8. Mr. Stringfield received the Demo Permit and we explained everything to him about what is expected to be removed from the property.                                                                                                                                                                                                                                                                                                   | CODE ENFORCEMENT | 6/19/2020 10:27 am    |
| 9. I went by the property on 6/29/2020 and the dumpster had been removed from the driveway. I left a message for Mr. Stringfield 7/1/2020 about this to make sure he was going to continue the demo of the house. 662-398-8855                                                                                                                                                                                                           | CODE ENFORCEMENT | 7/1/2020 3:37 pm      |
| 10. The owner is continuing to clean up the debris from the burned house.                                                                                                                                                                                                                                                                                                                                                                | CODE ENFORCEMENT | 7/17/2020 10:22 am    |
| 11. The owner is continuing to clean up the property.                                                                                                                                                                                                                                                                                                                                                                                    | CODE ENFORCEMENT | 7/21/2020 11:10 am    |
| 12. The owner is continuing to clean up the property.                                                                                                                                                                                                                                                                                                                                                                                    | CODE ENFORCEMENT | 8/10/2020 11:08 am    |
| 13. I left another message for the owner to call me about the clean up progress on the property.                                                                                                                                                                                                                                                                                                                                         | CODE ENFORCEMENT | 10/5/2020 9:08 am     |
| 14. I left a message for the owner to call me back.                                                                                                                                                                                                                                                                                                                                                                                      | CODE ENFORCEMENT | 10/26/2020 8:18 am    |
| 15. I have left several messages for Mr. Stringfield to call me back. His Demo permit expires 12/16/2020. No work has been done on the property lately and he is not responding to my efforts to reach him. I will start the Abatement process once the permit has expired.                                                                                                                                                              | CODE ENFORCEMENT | 11/10/2020 2:21 pm    |
| 16. i sent the Abatement Notice to the owner's mailing address and address of location. The Abatement Hearing is set for March 16, 2021. I posted the notice on the property and City Hall's Public Notice board. I took pictures of the property and the notices once they were posted.                                                                                                                                                 | CODE ENFORCEMENT | 2/11/2021 1:58 pm     |
| 17. Council pulled the Abatement from the meeting on March16,2021. A notice will be sent to the owner and the process will start again in July 2021.                                                                                                                                                                                                                                                                                     | CODE ENFORCEMENT | 7/1/2021 12:05 pm     |
| 18. I sent an Abatement Notice to the owner and the location about the August 3,2021 Abatement Hearing and posted the property and public notice board in City Hall on July 9,2021.                                                                                                                                                                                                                                                      | CODE ENFORCEMENT | 7/27/2021 10:10 am    |

CODE CASE DETAILED REPORT (CODE-000436-2018)

Councilman Colledge made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Councilman Gollott seconded the motion. The vote was carried unanimously.

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

**ORDER NUMBER 151-2021**

**WHEREAS**, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

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

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

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

**NAYS:**           None

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 3, 2021.



| Fund | Name of Claimant           | Trans #                      | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|----------------------------|------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | M & E FEED & SEED          | 212835                       | 08/03/2021   | 07/15/2021 |              |              | 85.98        |                      |
|      | Account Number             | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-514                | DOG FOOD                     |              | 5511       | 05/18/2021   |              |              | 42.99                |
|      | 001-100-514                | DOG FOOD                     |              | 5514       | 06/03/2021   |              |              | 42.99                |
| 001  | SPARKLIGHT                 | 212842                       | 08/03/2021   | 07/19/2021 |              |              | 205.68       |                      |
|      | Account Number             | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                | JUL 2021: #107718371         |              | 07012021   | 07/08/2021   |              |              | 205.68               |
| 001  | SPARKLIGHT                 | 212843                       | 08/03/2021   | 07/19/2021 |              |              | 71.37        |                      |
|      | Account Number             | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                | JUL CABLE BOX: #118476316    |              | 07012021   | 07/08/2021   |              |              | 71.37                |
| 001  | AT&T                       | 212847                       | 08/03/2021   | 07/20/2021 |              |              | 36.57        |                      |
|      | Account Number             | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                | NCIC TELECOM                 |              | 2284970262 | 07/14/2021   |              |              | 36.57                |
| 001  | C SPIRE WIRELESS           | 212854                       | 08/03/2021   | 07/20/2021 |              |              | 954.12       |                      |
|      | Account Number             | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-605                | POLICE CELLS                 |              | 0032680896 | 07/11/2021   |              |              | 542.16               |
|      | 001-100-699                | DATA CARDS (12)              |              | 0032680896 | 07/11/2021   |              |              | 411.96               |
| 001  | DELTA COMPUTER SYSTEMS INC | 212858                       | 08/03/2021   | 07/20/2021 |              |              | 541.00       |                      |
|      | Account Number             | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-698                | AUG 2021 ACCT SOFTWARE MAINT |              | DHLMN01877 | 08/01/2021   |              |              | 370.00               |
|      | 001-092-698                | AUG 2021 PRIV LIC SW MAINT   |              | DHLMN01878 | 08/01/2021   |              |              | 150.00               |
|      | 001-092-698                | AUG 2021 VOTER REG SW MAINT  |              | HRMN005457 | 08/01/2021   |              |              | 21.00                |
| 001  | CAMERON GEORGE             | 212878                       | 08/03/2021   | 07/22/2021 |              |              | 133.22       |                      |
|      | Account Number             | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-001-559                | REIMB DRESS SHIRTS (3)       |              | 07072021   | 07/07/2021   |              |              | 133.22               |
| 001  | RICHARD R JACKSON          | 212879                       | 08/03/2021   | 07/22/2021 |              |              | 71.91        |                      |
|      | Account Number             | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-001-559                | REIMB POLO SHIRTS (3)        |              | 07132021   | 07/13/2021   |              |              | 71.91                |
| 001  | CAN'T MISS EMBROIDERY      | 212881                       | 08/03/2021   | 07/22/2021 |              |              | 67.00        |                      |
|      | Account Number             | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-001-615                | EMBROIDER LOGO/INFO (4)      |              | 26063      | 07/21/2021   |              |              | 40.00                |
|      | 001-001-615                | EMBROIDER LOGO/INFO (2)      |              | 26102      | 07/26/2021   |              |              | 27.00                |
| 001  | AT&T                       | 212883                       | 08/03/2021   | 07/22/2021 |              |              | 3,409.58     |                      |
|      | Account Number             | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-605                | MONTHLY SERVICE              |              | 2284978000 | 07/14/2021   |              |              | 3,409.58             |
| 001  | FUELMAN                    | 212901                       | 08/03/2021   | 07/26/2021 |              |              | 2,649.95     |                      |
|      | Account Number             | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-090-525                | UNL FUEL                     |              | NP60396158 | 07/12/2021   |              |              | 46.30                |
|      | 001-100-525                | UNL FUEL                     |              | NP60396158 | 07/12/2021   |              |              | 2,122.36             |
|      | 001-161-525                | DSL FUEL                     |              | NP60396158 | 07/12/2021   |              |              | 264.55               |

| Fund | Name of Claimant        | Trans #                     | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|-------------------------|-----------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | FUELMAN                 | 212901                      | 08/03/2021   | 07/26/2021 |              |              | 2,649.95     | (CONTINUED)          |
|      | Account Number          | Description                 |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-525             | UNL FUEL                    |              | NP60396158 | 07/12/2021   |              |              | 160.80               |
|      | 001-205-525             | DSL FUEL                    |              | NP60396158 | 07/12/2021   |              |              | 55.94                |
| 001  | PTS SOLUTIONS INC       | 212903                      | 08/03/2021   | 07/26/2021 |              |              | 28,500.00    |                      |
|      | Account Number          | Description                 |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699             | ANNUAL SW MAINT 9/21-9/22   |              | 2021048-M  | 07/22/2021   |              |              | 28,500.00            |
| 001  | COMM-TECH SOLUTIONS INC | 212904                      | 08/03/2021   | 07/26/2021 |              |              | 75.00        |                      |
|      | Account Number          | Description                 |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-639             | REPROGRAM-NAME CHGS: C HALL |              | 16837      | 07/13/2021   |              |              | 75.00                |
| 001  | GORDON T GOLLOTT        | 212905                      | 08/03/2021   | 07/26/2021 |              |              | 176.47       |                      |
|      | Account Number          | Description                 |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-001-559             | REIMB POLO SHIRTS (6)       |              | 26011      | 07/21/2021   |              |              | 128.34               |
|      | 001-001-559             | REIMB DRESS SHIRT (2)       |              | 26011      | 07/21/2021   |              |              | 48.13                |
| 001  | FUELMAN                 | 212908                      | 08/03/2021   | 07/26/2021 |              |              | 3,356.09     |                      |
|      | Account Number          | Description                 |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-090-525             | UNL FUEL                    |              | NP60424846 | 07/19/2021   |              |              | 114.62               |
|      | 001-100-525             | UNL & DSL FUEL              |              | NP60424846 | 07/19/2021   |              |              | 2,401.57             |
|      | 001-161-525             | UNL & DSL FUEL              |              | NP60424846 | 07/19/2021   |              |              | 494.81               |
|      | 001-170-525             | UNL & DSL FUEL              |              | NP60424846 | 07/19/2021   |              |              | 309.60               |
|      | 001-205-525             | UNL FUEL                    |              | NP60424846 | 07/19/2021   |              |              | 35.49                |
| 001  | SPARKLIGHT              | 212911                      | 08/03/2021   | 07/26/2021 |              |              | 83.32        |                      |
|      | Account Number          | Description                 |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-698             | AUG 2021: SFD #122025091    |              | 07162021   | 07/23/2021   |              |              | 83.32                |
| 001  | FUELMAN                 | 212912                      | 08/03/2021   | 07/26/2021 |              |              | 4,041.47     |                      |
|      | Account Number          | Description                 |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-090-525             | UNL FUEL                    |              | NP60445556 | 07/26/2021   |              |              | 214.07               |
|      | 001-100-525             | UNL & DSL FUEL              |              | NP60445556 | 07/26/2021   |              |              | 2,694.41             |
|      | 001-161-525             | UNL & DSL FUEL              |              | NP60445556 | 07/26/2021   |              |              | 649.87               |
|      | 001-170-525             | UNL & DSL FUEL              |              | NP60445556 | 07/26/2021   |              |              | 421.88               |
|      | 001-205-525             | UNL FUEL                    |              | NP60445556 | 07/26/2021   |              |              | 61.24                |
| 001  | SPARKLIGHT              | 212913                      | 08/03/2021   | 07/26/2021 |              |              | 83.32        |                      |
|      | Account Number          | Description                 |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-698             | AUG 2021: CFD #122024086    |              | 07062021   | 07/23/2021   |              |              | 83.32                |
| 001  | SPARKLIGHT              | 212915                      | 08/03/2021   | 07/26/2021 |              |              | 83.32        |                      |
|      | Account Number          | Description                 |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-161-698             | AUG 2021: NFD #122024383    |              | 07162021   | 07/23/2021   |              |              | 83.32                |
| 001  | RJ YOUNG COMPANY LLC    | 212920                      | 08/03/2021   | 07/26/2021 |              |              | 470.88       |                      |
|      | Account Number          | Description                 |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-092-698             | GSHZ00-01 RENTAL FEE        |              | INV4325028 | 07/15/2021   |              |              | 470.88               |

| Fund | Name of Claimant                   | Trans #                    | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------------------|----------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | DANIEL SELOVER, CUSTODIAN          | 212936                     | 08/03/2021   | 07/27/2021 |              |              | 616.19       |                      |
|      | Account Number                     | Description                | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-559                        | HALLOWEEN DECO             | 10262020     | 10/26/2020 |              |              | 16.69        |                      |
|      | 001-100-559                        | HALLOWEEN DECO             | 10262020     | 10/26/2020 |              |              | 7.49         |                      |
|      | 001-100-559                        | HALLOWEEN DECO             | 10262020     | 10/26/2020 |              |              | 2.94         |                      |
|      | 001-100-559                        | PLAQUE HINES               | 11172020     | 11/17/2020 |              |              | 60.00        |                      |
|      | 001-100-559                        | CAR TAG                    | 12112020     | 12/11/2020 |              |              | 16.00        |                      |
|      | 001-100-559                        | OFFICE KEYS (6)            | 12152020     | 12/15/2020 |              |              | 27.00        |                      |
|      | 001-100-559                        | DISPLAY CABLE              | 01052021     | 01/05/2021 |              |              | 13.00        |                      |
|      | 001-100-559                        | COURT DIRECTIONAL SIGN     | 01082021     | 01/08/2021 |              |              | 24.00        |                      |
|      | 001-100-559                        | FENCE BOARD                | 01082021     | 01/08/2021 |              |              | 2.12         |                      |
|      | 001-100-635                        | KITCHEN PVC PIPE           | 01152021     | 01/15/2021 |              |              | 5.33         |                      |
|      | 001-100-635                        | ICE MAKER PARTS            | 01152021     | 01/15/2021 |              |              | 42.32        |                      |
|      | 001-100-559                        | COURT DIRECTIONAL SIGN     | 01262021     | 01/26/2021 |              |              | 25.00        |                      |
|      | 001-100-525                        | KILLINGSWORTH GAS          | 01282021     | 01/28/2021 |              |              | 41.00        |                      |
|      | 001-100-559                        | HDMI CABLE & ADAPTER       | 03042021     | 03/04/2021 |              |              | 28.85        |                      |
|      | 001-100-559                        | COAX CABLE                 | 03042021     | 03/04/2021 |              |              | 28.85        |                      |
|      | 001-100-559                        | CAR TAG                    | 03112021     | 03/11/2021 |              |              | 13.30        |                      |
|      | 001-100-559                        | OFFICER OF THE YR PLATE    | 04082021     | 04/08/2021 |              |              | 5.00         |                      |
|      | 001-100-559                        | POWER ADAPTER (2)          | 04222021     | 04/22/2021 |              |              | 40.66        |                      |
|      | 001-100-559                        | BRASS KEYS (4)             | 05252021     | 05/25/2021 |              |              | 12.75        |                      |
|      | 001-100-559                        | CAR TAGS (2)               | 06082021     | 06/08/2021 |              |              | 121.85       |                      |
|      | 001-100-559                        | ROYAL BAGS (2)             | 06082021     | 06/08/2021 |              |              | 1.07         |                      |
|      | 001-100-559                        | DISPLAY PORT CABLE         | 06242021     | 06/24/2021 |              |              | 32.09        |                      |
|      | 001-100-559                        | APOSTC ACADEMY PHOTO CLASS | 07122021     | 07/12/2021 |              |              | 20.00        |                      |
|      | 001-100-559                        | BATTERIES                  | 07232021     | 07/23/2021 |              |              | 28.88        |                      |
| 001  | GLOBALSTAR                         | 212961                     | 08/03/2021   | 07/28/2021 |              |              | 90.39        |                      |
|      | Account Number                     | Description                | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-092-605                        | MONTHLY SERVICE            | 0018129673   | 07/16/2021 |              |              | 90.39        |                      |
| 001  | BLACKWATER CONSULTING LLC          | 212962                     | 08/03/2021   | 07/28/2021 |              |              | 7,500.00     |                      |
|      | Account Number                     | Description                | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-021-688                        | SERVICES: 7/16-8/15/21     | 1006         | 07/25/2021 |              |              | 7,500.00     |                      |
| 001  | SINGING RIVER ELECTRIC COOPERATIVE | 212966                     | 08/03/2021   | 07/28/2021 |              |              | 2,461.18     |                      |
|      | Account Number                     | Description                | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-631                        | POLICE STATION 66298004    | 07182021     | 07/26/2021 |              |              | 1,756.11     |                      |
|      | 001-201-629                        | SIGNAL LIGHT 89113001      | 07182021     | 07/26/2021 |              |              | 52.78        |                      |
|      | 001-170-631                        | CITY PARK RESTRMS 89912001 | 07182021     | 07/26/2021 |              |              | 262.95       |                      |
|      | 001-201-633                        | STREET LIGHTS 90345002     | 07182021     | 07/26/2021 |              |              | 113.24       |                      |
|      | 001-092-631                        | RECORDS BLDG 90790001      | 07182021     | 07/26/2021 |              |              | 193.39       |                      |
|      | 001-170-631                        | FRAZIER RESTRMS 98546001   | 07182021     | 07/26/2021 |              |              | 82.71        |                      |
| 001  | SINGING RIVER ELECTRIC COOPERATIVE | 212967                     | 08/03/2021   | 07/28/2021 |              |              | 821.83       |                      |
|      | Account Number                     | Description                | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-161-631                        | BROWN RD 95237002          | 07152021     | 07/22/2021 |              |              | 417.24       |                      |
|      | 001-161-631                        | MARTIN BLUFF FD 58380001   | 07172021     | 07/23/2021 |              |              | 215.25       |                      |
|      | 001-201-629                        | SIGNAL LIGHTS 17546        | 07172021     | 07/23/2021 |              |              | 33.11        |                      |
|      | 001-092-631                        | CITY LIMIT SIGN 17546      | 07172021     | 07/23/2021 |              |              | 27.37        |                      |

| Fund | Name of Claimant                   | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | SINGING RIVER ELECTRIC COOPERATIVE | 212967                         | 08/03/2021   | 07/28/2021 |              |              | 821.83       | (CONTINUED)          |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-631                        | MBLUFF SUB STN 58521002        |              | 07172021   | 07/23/2021   |              |              | 128.86               |
| 001  | SEYMOUR ENGINEERING PLLC           | 212968                         | 08/03/2021   | 07/28/2021 |              |              | 412.50       |                      |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-094-603                        | SIDEWALK EXT: EAST SIDE G-V    |              | 8181       | 07/27/2021   |              |              | 412.50               |
| 001  | SINGING RIVER ELECTRIC COOPERATIVE | 212969                         | 08/03/2021   | 07/28/2021 |              |              | 203.01       |                      |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-170-631                        | SPORTS PAVILION 66582005       |              | 07182021   | 07/26/2021   |              |              | 125.44               |
|      | 001-170-631                        | ROUNDAABOUT 102311002          |              | 07182021   | 07/26/2021   |              |              | 25.00                |
|      | 001-170-631                        | FITNESS TRAIL 109268001        |              | 07182021   | 07/26/2021   |              |              | 27.57                |
|      | 001-170-631                        | SRM VENUE 104312006            |              | 07182021   | 07/26/2021   |              |              | 25.00                |
| 001  | SINGING RIVER ELECTRIC COOPERATIVE | 212970                         | 08/03/2021   | 07/28/2021 |              |              | 652.06       |                      |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-201-633                        | DOLPHIN ST 94987002            |              | 07182021   | 07/26/2021   |              |              | 49.72                |
|      | 001-201-633                        | DOLPHIN ST 94988002            |              | 07182021   | 07/26/2021   |              |              | 43.48                |
|      | 001-201-633                        | DOLPHIN ST 94989002            |              | 07182021   | 07/26/2021   |              |              | 45.65                |
|      | 001-201-633                        | DOLPHIN ST 94990002            |              | 07182021   | 07/26/2021   |              |              | 397.79               |
|      | 001-201-633                        | WM PAYNE 100244001             |              | 07182021   | 07/26/2021   |              |              | 45.06                |
|      | 001-201-633                        | WM PAYNE 100245001             |              | 07182021   | 07/26/2021   |              |              | 70.36                |
| 001  | SINGING RIVER ELECTRIC COOPERATIVE | 212972                         | 08/03/2021   | 07/28/2021 |              |              | 8,820.70     |                      |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-201-633                        | STREET LIGHTING 10054          |              | 07182021   | 07/26/2021   |              |              | 6,016.35             |
|      | 001-201-629                        | SIGNAL LIGHTS 10054            |              | 07182021   | 07/26/2021   |              |              | 489.61               |
|      | 001-092-631                        | CITY HALL 10054                |              | 07182021   | 07/26/2021   |              |              | 960.43               |
|      | 001-170-631                        | FRAZIER PARK 10054             |              | 07182021   | 07/26/2021   |              |              | 53.25                |
|      | 001-170-631                        | SENIOR BLDG 10054              |              | 07182021   | 07/26/2021   |              |              | 348.23               |
|      | 001-161-631                        | CENTRAL FD 10054               |              | 07182021   | 07/26/2021   |              |              | 447.36               |
|      | 001-170-631                        | CITY PARK 10054                |              | 07182021   | 07/26/2021   |              |              | 151.57               |
|      | 001-092-631                        | PUBLIC WORKS 10054             |              | 07182021   | 07/26/2021   |              |              | 326.92               |
|      | 001-092-631                        | HWY 90 SIGN 10054              |              | 07182021   | 07/26/2021   |              |              | 26.98                |
| 001  | RJ YOUNG COMPANY LLC               | 212977                         | 08/03/2021   | 07/28/2021 |              |              | 219.15       |                      |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-100-699                        | FNK100-01 RENTAL FEE           |              | INV4328174 | 07/19/2021   |              |              | 169.58               |
|      | 001-100-699                        | MPC2504EX USAGE:COLOR          |              | INV4328174 | 07/19/2021   |              |              | 49.57                |
| 001  | ALABAMA MEDIA GROUP                | 212980                         | 08/03/2021   | 07/28/2021 |              |              | 64.56        |                      |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-040-615                        | AD:ADOPTED ORDINANCE #259-2021 |              | 0010028140 | 07/04/2021   | 210889       |              | 12.24                |
|      | 001-090-615                        | PUBLIC NOTICE: GPC #21-38-CU   |              | 0010036490 | 07/18/2021   | 210923       |              | 17.76                |
|      | 001-090-615                        | PUBLIC NOTICE: GPC #21-39-VAR  |              | 0010036495 | 07/18/2021   | 210923       |              | 17.04                |
|      | 001-090-615                        | PUBLIC NOTICE: GPC #21-40-VAR  |              | 0010036505 | 07/18/2021   | 210923       |              | 17.52                |
| 001  | CAN'T MISS EMBROIDERY              | 212981                         | 08/03/2021   | 07/28/2021 |              |              | 90.00        |                      |
|      | Account Number                     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 001-094-535                        | EMBROIDER LOGO (18)            |              | 25966      | 07/08/2021   | 210904       |              | 90.00                |



| Fund | Name of Claimant                | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|---------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | TEAM ONE COMMUNICATIONS INC     | 212982                         | 08/03/2021   | 07/28/2021 |              |              | 95.00        |                      |
|      | Account Number                  | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-639                     | TROUBLESHOOT CONSOLE SETTINGS  | 9080164361   | 07/22/2021 | 210890       |              | 95.00        |                      |
| 001  | ACTION PRINTING CENTER INC      | 212984                         | 08/03/2021   | 07/28/2021 |              |              | 709.50       |                      |
|      | Account Number                  | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-620                     | BUSINESS CARDS (500): HUNTER   | 101587       | 07/15/2021 | 210855       |              | 52.50        |                      |
|      | 001-100-620                     | BUSINESS CARDS (500): WALKER   | 101587       | 07/15/2021 | 210855       |              | 52.50        |                      |
|      | 001-100-620                     | BUSINESS CARDS (500): MCGHEE   | 101587       | 07/15/2021 | 210855       |              | 52.50        |                      |
|      | 001-100-620                     | BUSINESS CARDS (500): SEYMOUR  | 101587       | 07/15/2021 | 210855       |              | 52.50        |                      |
|      | 001-100-620                     | CASE CARDS (4000)              | 101588       | 07/15/2021 | 210855       |              | 90.00        |                      |
|      | 001-001-559                     | BUSINESS CARDS (250): VAUGHAN  | 1014221      | 07/19/2021 | 210836       |              | 58.50        |                      |
|      | 001-001-559                     | BUSINESS CARDS (250): COLLEDGE | 1014221      | 07/19/2021 | 210836       |              | 58.50        |                      |
|      | 001-001-559                     | BUSINESS CARDS (250): GEORGE   | 1014221      | 07/19/2021 | 210836       |              | 58.50        |                      |
|      | 001-001-559                     | BUSINESS CARDS (250): JACKSON  | 1014221      | 07/19/2021 | 210836       |              | 58.50        |                      |
|      | 001-001-559                     | BUSINESS CARDS (250): GOLLOTT  | 1014221      | 07/19/2021 | 210836       |              | 58.50        |                      |
|      | 001-001-559                     | BUSINESS CARDS (250): ANDERSON | 1014221      | 07/19/2021 | 210836       |              | 58.50        |                      |
|      | 001-001-559                     | BUSINESS CARDS (250): ELBIN    | 1014221      | 07/19/2021 | 210836       |              | 58.50        |                      |
| 001  | MID SOUTH UNIFORM & SUPPLY INC  | 212985                         | 08/03/2021   | 07/28/2021 |              |              | 323.37       |                      |
|      | Account Number                  | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-535                     | NAVY SS UNIFORM SHIRT (3)      | 619035       | 07/12/2021 | 210868       |              | 148.08       |                      |
|      | 001-100-535                     | NAVY PANTS W/GOLD STRIPES (3)  | 619035       | 07/12/2021 | 210868       |              | 145.29       |                      |
|      | 001-100-535                     | SEW ON PATCHES (3)             | 619035       | 07/12/2021 | 210868       |              | 3.00         |                      |
|      | 001-100-535                     | NAVY 1" BRAID (3)              | 619035       | 07/12/2021 | 210868       |              | 12.75        |                      |
|      | 001-100-535                     | BRAID OLD GOLD 1-1/4" (3)      | 619035       | 07/12/2021 | 210868       |              | 14.25        |                      |
| 001  | MURRAY'S NURSERY                | 212986                         | 08/03/2021   | 07/28/2021 |              |              | 6,500.00     |                      |
|      | Account Number                  | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-170-520                     | VINTAGE JADE PLANTS (360)      | 4267         | 07/12/2021 | 210911       |              | 4,500.00     |                      |
|      | 001-170-520                     | VINTAGE JADE PLANTS (160)      | 8071         | 07/26/2021 | 210947       |              | 2,000.00     |                      |
| 001  | GOODYEAR AUTO CENTER            | 212989                         | 08/03/2021   | 07/28/2021 |              |              | 1,260.88     |                      |
|      | Account Number                  | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-638                     | P225/60R18 (4): U #12411       | 227749       | 07/23/2021 | 210938       |              | 600.00       |                      |
|      | 001-100-638                     | 275/65R18 (4): U #13408        | 227846       | 07/27/2021 | 210938       |              | 660.88       |                      |
| 001  | PRO-LOCK LOCKSMITH SERVICE      | 212990                         | 08/03/2021   | 07/28/2021 |              |              | 69.95        |                      |
|      | Account Number                  | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-100-638                     | DUPLICATE KEY: U #19414        | 072021       | 07/20/2021 | 210891       |              | 69.95        |                      |
| 001  | STAPLES BUSINESS ADVANTAGE DEPT | ATL 212991                     | 08/03/2021   | 07/28/2021 |              |              | 1,637.75     |                      |
|      | Account Number                  | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-040-703                     | UTILITY TABLE WALNUT           | 3481616293   | 07/09/2021 | 210909       |              | 192.99       |                      |
|      | 001-040-559                     | STANDARD CD CASES 24PK         | 3481616293   | 07/09/2021 | 210909       |              | 9.49         |                      |
|      | 001-040-500                     | REFILL ERASERS WHITE 3PK (2)   | 3481616293   | 07/09/2021 | 210909       |              | 3.08         |                      |
|      | 001-040-500                     | HP 951XL YELLOW HY CARTRIDGE   | 3481616293   | 07/09/2021 | 210909       |              | 26.59        |                      |
|      | 001-040-500                     | HP 951XL MAGENTA HY CARTRIDGE  | 3481616293   | 07/09/2021 | 210909       |              | 26.59        |                      |
|      | 001-040-500                     | HP 951XL CYAN HY CARTRIDGE     | 3481616293   | 07/09/2021 | 210909       |              | 53.18        |                      |
|      | 001-040-500                     | UNIVERSAL RIBBON BLACK/RED (3) | 3481616293   | 07/09/2021 | 210909       |              | 5.70         |                      |

| Fund | Name of Claimant                    | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|-------------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 001  | STAPLES BUSINESS ADVANTAGE DEPT ATL | 212991                         | 08/03/2021   | 07/28/2021 |              |              | 1,637.75     | (CONTINUED)          |
|      | Account Number                      | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-040-500                         | CASH REGISTER/POS ROLLS 100PK  | 3481616293   | 07/09/2021 | 210909       |              | 56.56        |                      |
|      | 001-040-500                         | PENTEL TWIST-ERASE III 2PK     | 3481616293   | 07/09/2021 | 210909       |              | 5.31         |                      |
|      | 001-040-500                         | BROTHER DR-221 DRUM UNIT 4PK   | 3481616293   | 07/09/2021 | 210909       |              | 145.49       |                      |
|      | 001-040-500                         | CATALOG ENVELOPES 100/BX       | 3481616293   | 07/09/2021 | 210909       |              | 102.52       |                      |
|      | 001-040-500                         | NOTEPAD WIDE RULED             | 3481616293   | 07/09/2021 | 210909       |              | 5.02         |                      |
|      | 001-040-500                         | DAB'N SEAL 4PK (2)             | 3481616294   | 07/09/2021 | 210909       |              | 11.94        |                      |
|      | 001-040-500                         | EXPO DRY ERASE MARKERS 5PK     | 3481616294   | 07/09/2021 | 210909       |              | 13.31        |                      |
|      | 001-100-500                         | LEXMARK 521 BLK YIELD TONER(2) | 3481479965   | 07/07/2021 | 210892       |              | 291.18       |                      |
|      | 001-100-500                         | LEXMARK 701 STDRD YIELD CYAN   | 3481479965   | 07/07/2021 | 210892       |              | 58.99        |                      |
|      | 001-100-500                         | BLACK HY TONER CARTRIDGE (2)   | 3481479965   | 07/07/2021 | 210892       |              | 254.98       |                      |
|      | 001-100-500                         | LEXMARK BLK STANDARD TONER (2) | 3481479965   | 07/07/2021 | 210892       |              | 83.92        |                      |
|      | 001-100-500                         | LEXMARK 701 YEL STANDARD TONER | 3481479965   | 07/07/2021 | 210892       |              | 58.99        |                      |
|      | 001-100-500                         | CARBONLESS RECEIPT BOOK (3)    | 3481479965   | 07/07/2021 | 210892       |              | 23.97        |                      |
|      | 001-100-500                         | CS 8.5X11 COPY PAPER (5)       | 3481479965   | 07/07/2021 | 210892       |              | 207.95       |                      |
| 001  | CUPIT SIGNS INC                     | 212993                         | 08/03/2021   | 07/28/2021 |              |              | 669.81       |                      |
|      | Account Number                      | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-170-615                         | FARMERS MARKET TODAY 18X24 (6) | 33294A       | 06/08/2021 | 210798       |              | 107.94       |                      |
|      | 001-170-615                         | FARMERS MARKET THURS 3X5 (2)   | 33294A       | 06/08/2021 | 210798       |              | 180.00       |                      |
|      | 001-170-615                         | PARKING SIGN 18X24 (4)         | 33294A       | 06/08/2021 | 210798       |              | 71.96        |                      |
|      | 001-170-702                         | NO PARKING SIGN 18X24 (5)      | 33294A       | 06/08/2021 | 210798       |              | 69.95        |                      |
|      | 001-170-702                         | NO DUMPING REFLECTIVE SIGN (2) | 33294A       | 06/08/2021 | 210798       |              | 93.98        |                      |
|      | 001-170-615                         | CAMERAS IN USE REFLECTIVE (2)  | 33294A       | 06/08/2021 | 210798       |              | 93.98        |                      |
|      | 001-170-615                         | CHANGE FOOTBALL DECALS BANNER  | 33412A       | 07/15/2021 | 210915       |              | 52.00        |                      |
| 001  | SUNSOUTH LLC                        | 212998                         | 08/03/2021   | 07/28/2021 |              |              | 58.62        |                      |
|      | Account Number                      | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-170-639                         | CABLE: GATOR                   | 4000913      | 07/14/2021 | 210907       |              | 58.62        |                      |
| 001  | INDUSTRIAL PLASTIC VALVES COMPANY   | 212999                         | 08/03/2021   | 07/28/2021 |              |              | 638.27       |                      |
|      | Account Number                      | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-170-634                         | SOLENOID BUNA-N RUBR SEAL (20) | 21-24332     | 05/17/2021 | 210742       |              | 396.00       |                      |
|      | 001-170-634                         | BUNA-N RUBR SEAT SEAL (2)      | 21-24332     | 05/17/2021 | 210742       |              | 134.62       |                      |
|      | 001-170-634                         | SHIPPING                       | 21-24332     | 05/17/2021 | 210742       |              | 107.65       |                      |
| 001  | INSITE SOLUTIONS LLC                | 213000                         | 08/03/2021   | 07/28/2021 |              |              | 1,598.13     |                      |
|      | Account Number                      | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-201-576                         | TRAFFIC RUMBLE STRIPS 4X96 (2) | 0152263-IN   | 07/21/2021 | 210926       |              | 1,533.06     |                      |
|      | 001-201-576                         | SHIPPING                       | 0152263-IN   | 07/21/2021 | 210926       |              | 65.07        |                      |
| 001  | R TEE HUT LLC                       | 213001                         | 08/03/2021   | 07/28/2021 |              |              | 12.00        |                      |
|      | Account Number                      | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-170-513                         | TEA TOWELS (3)                 | 001214       | 07/20/2021 | 210869       |              | 12.00        |                      |
| 001  | JERRY LEE'S                         | 213002                         | 08/03/2021   | 07/28/2021 |              |              | 360.00       |                      |
|      | Account Number                      | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|      | 001-170-559                         | 2 PALLETS OF WATER RECREATION  | 07202021     | 07/21/2021 | 210834       |              | 360.00       |                      |

| Fund       | Name of Claimant | Trans #                        | Release Date | Claim Date | Claim Number     | Check Number | Claim Amount | Approved/Disapproved |
|------------|------------------|--------------------------------|--------------|------------|------------------|--------------|--------------|----------------------|
| 001        | AUDIOWAVE INC    | 213004                         | 08/03/2021   | 07/28/2021 |                  |              | 3,455.00     |                      |
|            | Account Number   | Description                    | Invoice #    | Date       | P.O.             | Amount       |              |                      |
|            | 001-100-638      | PRISONER TRANSPORT WINDOW BARS | A53882       | 07/26/2021 | 210908           |              | 250.00       |                      |
|            | 001-100-638      | INSTL: LABOR                   | A53882       | 07/26/2021 | 210908           |              | 35.00        |                      |
|            | 001-100-638      | SHIPPING AND HANDLING          | A53882       | 07/26/2021 | 210908           |              | 65.00        |                      |
|            | 001-100-699      | INSTL LAPTOP MNTS UNITS (27)   | A52729       | 07/26/2021 | 210330           |              | 2,700.00     |                      |
|            | 001-100-699      | SHOP SUPPLIES                  | A52729       | 07/26/2021 | 210330           |              | 405.00       |                      |
| FUND TOTAL | 1 Claims         | to                             | Checks       | 46 Total   | 84,436.10 Manual | Held         | Total        | 84,436.10            |

| Fund                  | Name of Claimant   | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|--------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 156                   | KUSTOM SIGNALS INC | 212988                         | 08/03/2021   | 07/28/2021 |              |              | 2,013.00     |                      |
|                       | Account Number     | Description                    |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 156-100-799        | RAPTOR RP DUAL KA BAND ANTENNA |              | 586071     | 07/20/2021   | 210903       |              | 1,975.00             |
|                       | 156-100-799        | SHIPPING                       |              | 586071     | 07/20/2021   | 210903       |              | 38.00                |
| FUND TOTAL 156 Claims | to                 | Checks                         | 1 Total      | 2,013.00   | Manual       | Held         | Total        | 2,013.00             |



| Fund                  | Name of Claimant | Trans #                      | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|------------------|------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 160                   | SUNBELT FIRE INC | 212987                       | 08/03/2021   | 07/28/2021 |              |              | 23,190.00    |                      |
|                       | Account Number   | Description                  |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 160-161-702      | GLOBE TURNOUT GEAR COAT (10) |              | 327934     | 07/22/2021   | 210311       |              | 12,850.00            |
|                       | 160-161-702      | GLOBE GPS TURNOUT PANTS (10) |              | 327934     | 07/22/2021   | 210311       |              | 10,340.00            |
| FUND TOTAL 160 Claims | to               | Checks                       | 1 Total      | 23,190.00  | Manual       | Held         | Total        | 23,190.00            |

| Fund                  | Name of Claimant                | Trans<br>#      | Release<br>Date | Claim<br>Date | Claim<br>Number | Check<br>Number | Claim<br>Amount | Approved/Disapproved |
|-----------------------|---------------------------------|-----------------|-----------------|---------------|-----------------|-----------------|-----------------|----------------------|
| 172                   | JACKSON-GEORGE REGIONAL LIBRARY | 212876          | 08/03/2021      | 07/22/2021    |                 |                 | 3,360.43        |                      |
|                       | Account Number                  | Description     |                 | Invoice #     | Date            | P.O.            | Amount          |                      |
|                       | 172-350-650                     | LIBRARY SUPPORT |                 | JUL 2021      | 07/22/2021      |                 |                 | 3,360.43             |
| FUND TOTAL 172 Claims | to                              | Checks          | 1 Total         | 3,360.43      | Manual          | Held            | Total           | 3,360.43             |

| Fund                  | Name of Claimant         | Trans #                       | Release Date | Claim Date      | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|--------------------------|-------------------------------|--------------|-----------------|--------------|--------------|--------------|----------------------|
| 176                   | AD2 INC                  | 212845                        | 08/03/2021   | 07/19/2021      |              |              | 655.00       |                      |
|                       | Account Number           | Description                   | Invoice #    | Date            | P.O.         | Amount       |              |                      |
|                       | 176-170-699              | HOSTING FEE JUL 2021          | 3778         | 07/15/2021      |              |              | 36.50        |                      |
|                       | 176-170-699              | SHOPPING CART FEE JUL 2021    | 3778         | 07/15/2021      |              |              | 268.50       |                      |
|                       | 176-170-699              | WEB SITE MAINT:6/15-7/14/2021 | 3778         | 07/15/2021      |              |              | 350.00       |                      |
| 176                   | AT&T                     | 212846                        | 08/03/2021   | 07/19/2021      |              |              | 225.58       |                      |
|                       | Account Number           | Description                   | Invoice #    | Date            | P.O.         | Amount       |              |                      |
|                       | 176-170-605              | MONTHLY SERVICE               | 2284972244   | 07/14/2021      |              |              | 225.58       |                      |
| 176                   | FUELMAN                  | 212909                        | 08/03/2021   | 07/26/2021      |              |              | 40.70        |                      |
|                       | Account Number           | Description                   | Invoice #    | Date            | P.O.         | Amount       |              |                      |
|                       | 176-170-525              | UNL FUEL                      | NP60424846   | 07/19/2021      |              |              | 40.70        |                      |
| 176                   | SPARKLIGHT               | 212923                        | 08/03/2021   | 07/26/2021      |              |              | 244.80       |                      |
|                       | Account Number           | Description                   | Invoice #    | Date            | P.O.         | Amount       |              |                      |
|                       | 176-170-699              | AUG 2021 SSP: INET #132698937 | 07132021     | 07/20/2021      |              |              | 244.80       |                      |
| 176                   | REYNOLDS WHOLESALE CO    | 212983                        | 08/03/2021   | 07/28/2021      |              |              | 150.25       |                      |
|                       | Account Number           | Description                   | Invoice #    | Date            | P.O.         | Amount       |              |                      |
|                       | 176-170-541              | BANANA LAFFY TAFFY JAR        | 69685        | 07/27/2021      | 210950       |              | 10.75        |                      |
|                       | 176-170-541              | PEANUT BUTTER BAR 48/BX (3)   | 69685        | 07/27/2021      | 210950       |              | 19.50        |                      |
|                       | 176-170-541              | ASSORTED SKITTLES 30/BX (2)   | 69685        | 07/27/2021      | 210950       |              | 48.00        |                      |
|                       | 176-170-541              | ASSORTED MARS CANDY 30/BX (3) | 69685        | 07/27/2021      | 210950       |              | 72.00        |                      |
| 176                   | SHIELDS SEPTIC TANKS INC | 212997                        | 08/03/2021   | 07/28/2021      |              |              | 285.00       |                      |
|                       | Account Number           | Description                   | Invoice #    | Date            | P.O.         | Amount       |              |                      |
|                       | 176-170-586              | SUMP PUMP CLEAN OUT           | 23917        | 07/21/2021      | 210934       |              | 285.00       |                      |
| FUND TOTAL 176 Claims | to                       | Checks                        | 6 Total      | 1,601.33 Manual |              | Held         | Total        | 1,601.33             |

| Fund                  | Name of Claimant                                            | Trans # | Release Date | Claim Date        | Claim Number       | Check Number | Claim Amount        | Approved/Disapproved |
|-----------------------|-------------------------------------------------------------|---------|--------------|-------------------|--------------------|--------------|---------------------|----------------------|
| 304                   | SEYMOUR ENGINEERING PLLC<br>Account Number<br>304-510-763   | 212963  | 08/03/2021   | 07/28/2021        |                    |              | 14,650.00           |                      |
|                       | Description<br>TO #5: CONS ADM/RES PROJ REP                 |         |              | Invoice #<br>8183 | Date<br>07/27/2021 | P.O.         | Amount<br>14,650.00 |                      |
| 304                   | JE TALLEY CONSTRUCTION INC<br>Account Number<br>304-510-778 | 213006  | 08/03/2021   | 07/29/2021        |                    |              | 93,814.20           |                      |
|                       | Description<br>PH 1 SITEWORK                                |         |              | Invoice #<br>4    | Date<br>07/28/2021 | P.O.         | Amount<br>93,814.20 |                      |
| FUND TOTAL 304 Claims | to                                                          | Checks  | 2 Total      | 108,464.20        | Manual             | Held         | Total               | 108,464.20           |



| Fund                  | Name of Claimant | Trans #                   | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|------------------|---------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 305                   | THE PEOPLES BANK | 212791                    | 08/03/2021   | 07/13/2021 |              |              | 72,364.16    |                      |
|                       | Account Number   | Description               | Invoice #    | Date       | P.O.         |              | Amount       |                      |
|                       | 305-680-809      | SEP 2021 INT: MPI GO BOND | 3310         | MSDVBK2019 | 06/23/2021   |              |              | 72,364.16            |
| FUND TOTAL 305 Claims | to               | Checks                    | 1 Total      | 72,364.16  | Manual       | Held         | Total        | 72,364.16            |

| Fund                     | Name of Claimant               | Trans #            | Release Date | Claim Date        | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|--------------------------|--------------------------------|--------------------|--------------|-------------------|--------------|--------------|--------------|----------------------|
| 307                      | STARKS CONTRACTING COMPANY INC | 212906             | 08/03/2021   | 07/26/2021        |              |              | 224,359.75   |                      |
|                          | Account Number 307-300-779     | Description        |              | Invoice #         | Date         | P.O.         | Amount       |                      |
|                          |                                | CONSTRUCTION 29%   |              | 3                 | 07/22/2021   |              |              | 224,359.75           |
| 307                      | HEFLIN ENGINEERING INC         | 212907             | 08/03/2021   | 07/26/2021        |              |              | 12,000.00    |                      |
|                          | Account Number 307-300-763     | Description        |              | Invoice #         | Date         | P.O.         | Amount       |                      |
|                          |                                | CONST PH SERVS 45% |              | 0098              | 07/22/2021   |              |              | 12,000.00            |
| FUND TOTAL 307 Claims to |                                | Checks             | 2 Total      | 236,359.75 Manual |              | Held         | Total        | 236,359.75           |

| Fund                  | Name of Claimant         | Trans #                | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|-----------------------|--------------------------|------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 360                   | DNA UNDERGROUND LLC      | 212914                 | 08/03/2021   | 07/26/2021 |              |              | 136,319.30   |                      |
|                       | Account Number           | Description            |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 360-726-768              | CONSTRUCTION 30.3%     |              | 2          | 07/23/2021   |              |              | 136,319.30           |
| 360                   | SEYMOUR ENGINEERING PLLC | 212964                 | 08/03/2021   | 07/28/2021 |              |              | 34,363.00    |                      |
|                       | Account Number           | Description            |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|                       | 360-726-787              | CONSTRUCTION ADMIN 20% |              | 8182       | 07/27/2021   |              |              | 5,763.00             |
|                       | 360-726-787              | RESIDENT PROJ REP 20%  |              | 8182       | 07/27/2021   |              |              | 28,600.00            |
| FUND TOTAL 360 Claims | to                       | Checks                 | 2 Total      | 170,682.30 | Manual       |              | Held         | Total 170,682.30     |

Docket of Claims  
Release date from 08/03/2021 thru 08/03/2021

| Fund | Name of Claimant                 | Trans #                       | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|----------------------------------|-------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 400  | AT&T                             | 212844                        | 08/03/2021   | 07/19/2021 |              |              | 64.96        |                      |
|      | Account Number                   | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-605                      | MONTHLY SERVICE               |              | 2284972276 | 07/06/2021   |              |              | 64.96                |
| 400  | AT&T                             | 212855                        | 08/03/2021   | 07/20/2021 |              |              | 136.76       |                      |
|      | Account Number                   | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-605                      | MONTHLY SERVICE               |              | 2284975234 | 07/14/2021   |              |              | 136.76               |
| 400  | COG DEPOSITORY ACCOUNT           | 212863                        | 08/03/2021   | 07/16/2021 |              |              | 43,427.11    |                      |
|      | Account Number                   | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-680-821                      | ST LNS #3 90/57 SWR           |              | 07092021   | 07/09/2021   |              |              | 7,877.45             |
|      | 400-680-822                      | ST LNS #4 90/57 WTR           |              | 07092021   | 07/09/2021   |              |              | 10,948.67            |
|      | 400-680-822                      | ST LNS #4 90/57 SWR           |              | 07092021   | 07/09/2021   |              |              | 9,019.22             |
|      | 400-680-823                      | ST LNS #5 ALLEN RD            |              | 07092021   | 07/09/2021   |              |              | 2,149.95             |
|      | 400-680-824                      | ST LNS #6 OLD SPAN TR         |              | 07092021   | 07/09/2021   |              |              | 3,765.83             |
|      | 400-680-825                      | ST LNS #7 OLD SPAN TR         |              | 07092021   | 07/09/2021   |              |              | 9,665.99             |
| 400  | 2018-2019 BOND DEBT SERVICE FUND | 212864                        | 08/03/2021   | 07/20/2021 |              |              | 25,000.00    |                      |
|      | Account Number                   | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-900-950                      | AUG 2021: 2018 BOND DS        |              | 08012021   | 08/01/2021   |              |              | 25,000.00            |
| 400  | 2018-2019 BOND DEBT SERVICE FUND | 212865                        | 08/03/2021   | 07/20/2021 |              |              | 32,000.00    |                      |
|      | Account Number                   | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-900-950                      | AUG 2021: 2019 BOND DS        |              | 08012021   | 08/01/2021   |              |              | 32,000.00            |
| 400  | MISSION COMMUNICATIONS LLC       | 212866                        | 08/03/2021   | 07/20/2021 |              |              | 1,737.00     |                      |
|      | Account Number                   | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-698                      | RENEWAL: CORMORANT PS         |              | 1053479    | 07/13/2021   |              |              | 347.40               |
|      | 400-651-698                      | RENEWAL: WESTGATE #1 PS       |              | 1053479    | 07/13/2021   |              |              | 347.40               |
|      | 400-651-698                      | RENEWAL: ROLLING MEADOWS PS   |              | 1053479    | 07/13/2021   |              |              | 347.40               |
|      | 400-651-698                      | RENEWAL: SOUTHHAVEN PS        |              | 1053479    | 07/13/2021   |              |              | 347.40               |
|      | 400-651-698                      | RENEWAL: PERKINGSTON PS       |              | 1053479    | 07/13/2021   |              |              | 347.40               |
| 400  | BEST CHOICE BACKFLOW SERVICES    | 212880                        | 08/03/2021   | 07/22/2021 |              |              | 2,568.18     |                      |
|      | Account Number                   | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-581                      | REPAIR BACKFLOW PREV: SR MALL |              | 6705       | 07/20/2021   |              |              | 2,568.18             |
| 400  | FUELMAN                          | 212902                        | 08/03/2021   | 07/26/2021 |              |              | 202.76       |                      |
|      | Account Number                   | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-525                      | UNL FUEL                      |              | NP60396158 | 07/12/2021   |              |              | 202.76               |
| 400  | FUELMAN                          | 212910                        | 08/03/2021   | 07/26/2021 |              |              | 157.99       |                      |
|      | Account Number                   | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-525                      | UNL FUEL                      |              | NP60424846 | 07/19/2021   |              |              | 157.99               |
| 400  | FUELMAN                          | 212916                        | 08/03/2021   | 07/26/2021 |              |              | 233.99       |                      |
|      | Account Number                   | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-525                      | UNL FUEL                      |              | NP60445556 | 07/26/2021   |              |              | 233.99               |



| Fund | Name of Claimant                   | Trans #                       | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|------|------------------------------------|-------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 400  | COG DEPOSITORY ACCOUNT             | 212917                        | 08/03/2021   | 07/26/2021 |              |              | 137,775.44   |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-000-104                        | JUN 2021 GARBAGE PMTS         |              | 06302021   | 06/30/2021   |              |              | 137,775.44           |
| 400  | SINGING RIVER ELECTRIC COOPERATIVE | 212918                        | 08/03/2021   | 07/26/2021 |              |              | 25.89        |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-631                        | CARTER RD WTR TANK 109812001  |              | 07152021   | 07/22/2021   |              |              | 25.89                |
| 400  | SINGING RIVER ELECTRIC COOPERATIVE | 212919                        | 08/03/2021   | 07/26/2021 |              |              | 2,728.73     |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-631                        | LIFT STATIONS 20649           |              | 07152021   | 07/22/2021   |              |              | 1,212.54             |
|      | 400-651-631                        | LIFT STATIONS 28779           |              | 07152021   | 07/22/2021   |              |              | 110.24               |
|      | 400-651-631                        | SCHOONER WELL 20688           |              | 07122021   | 07/20/2021   |              |              | 907.77               |
|      | 400-651-631                        | LIFT STATIONS 20688           |              | 07122021   | 07/20/2021   |              |              | 498.18               |
| 400  | RJ YOUNG COMPANY LLC               | 212921                        | 08/03/2021   | 07/26/2021 |              |              | 202.62       |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-698                        | GSI100-01 RENTAL FEE          |              | INV4325029 | 07/15/2021   |              |              | 166.49               |
|      | 400-650-698                        | IMC4500 USAGE:B/W             |              | INV4325029 | 07/15/2021   |              |              | 5.19                 |
|      | 400-650-698                        | IMC4500 USAGE:COLOR           |              | INV4325029 | 07/15/2021   |              |              | 30.94                |
| 400  | SPARKLIGHT                         | 212924                        | 08/03/2021   | 07/26/2021 |              |              | 77.13        |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-698                        | AUG 2021: #107663106          |              | 07162021   | 07/23/2021   |              |              | 77.13                |
| 400  | SEYMOUR ENGINEERING PLLC           | 212965                        | 08/03/2021   | 07/28/2021 |              |              | 5,101.25     |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-650-603                        | HICKORY HILL DRAINAGE PROJECT |              | 8181       | 07/27/2021   |              |              | 1,742.50             |
|      | 400-650-603                        | SEWER SURCHARGING/FLOW METERS |              | 8181       | 07/27/2021   |              |              | 868.75               |
|      | 400-650-603                        | DRAINAGE: JOHNSTON/SANTA CRUZ |              | 8181       | 07/27/2021   |              |              | 1,002.50             |
|      | 400-650-603                        | GENERAL DRAINAGE ISSUES       |              | 8181       | 07/27/2021   |              |              | 525.00               |
|      | 400-650-603                        | TS CLAUDETTE FLOODING INV     |              | 8181       | 07/27/2021   |              |              | 962.50               |
| 400  | COG DEPOSITORY ACCOUNT             | 212971                        | 08/03/2021   | 07/28/2021 |              |              | 234,000.00   |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-900-985                        | BUDGETED TRX: FUND 001        |              | 08012021   | 08/01/2021   |              |              | 234,000.00           |
| 400  | SINGING RIVER ELECTRIC COOPERATIVE | 212974                        | 08/03/2021   | 07/28/2021 |              |              | 9,348.91     |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-631                        | IONIZATION PLANT 99216002     |              | 07182021   | 07/26/2021   |              |              | 302.61               |
|      | 400-651-631                        | LIFT STATIONS 17882           |              | 07182021   | 07/26/2021   |              |              | 2,889.92             |
|      | 400-651-631                        | WATER WELLS 17882             |              | 07182021   | 07/26/2021   |              |              | 4,123.78             |
|      | 400-651-631                        | CITY HALL SOUTH 17882         |              | 07182021   | 07/26/2021   |              |              | 2,032.60             |
| 400  | SINGING RIVER ELECTRIC COOPERATIVE | 212976                        | 08/03/2021   | 07/28/2021 |              |              | 5,457.41     |                      |
|      | Account Number                     | Description                   |              | Invoice #  | Date         | P.O.         | Amount       |                      |
|      | 400-651-631                        | LIFT STATIONS 89627001        |              | 07172021   | 07/23/2021   |              |              | 78.59                |
|      | 400-651-631                        | LIFT STATIONS 89702001        |              | 07172021   | 07/23/2021   |              |              | 26.39                |
|      | 400-651-631                        | LIFT STATIONS 17881           |              | 07172021   | 07/23/2021   |              |              | 2,776.03             |
|      | 400-651-631                        | WATER WELLS 17881             |              | 07172021   | 07/23/2021   |              |              | 2,576.40             |

| Fund                     | Name of Claimant                    | Trans #                        | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|--------------------------|-------------------------------------|--------------------------------|--------------|------------|--------------|--------------|--------------|----------------------|
| 400                      | STAPLES BUSINESS ADVANTAGE DEPT ATL | 212992                         | 08/03/2021   | 07/28/2021 |              |              | 196.29       |                      |
|                          | Account Number                      | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|                          | 400-650-500                         | LEXMARK 51 TONER CARTRIDGE     | 3481546235   | 07/08/2021 | 210901       |              | 82.68        |                      |
|                          | 400-650-500                         | HP 952 3PK C/M/Y               | 3481546235   | 07/08/2021 | 210901       |              | 53.24        |                      |
|                          | 400-650-500                         | 3PK SORTKWIK (2)               | 3481546235   | 07/08/2021 | 210901       |              | 8.38         |                      |
|                          | 400-650-500                         | 4X3 CORK BOARD                 | 3481546236   | 07/08/2021 | 210901       |              | 51.99        |                      |
| 400                      | THE SPECTRUM GROUP INC              | 212994                         | 08/03/2021   | 07/28/2021 |              |              | 1,274.42     |                      |
|                          | Account Number                      | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|                          | 400-651-582                         | ATI CONSTANT HEAD FC ASSY (3)  | 10309        | 07/27/2021 | 210768       |              | 1,125.00     |                      |
|                          | 400-651-582                         | ATI CONV PH REFERENCE SOLN (5) | 10309        | 07/27/2021 | 210768       |              | 125.00       |                      |
|                          | 400-651-582                         | FREIGHT                        | 10309        | 07/27/2021 | 210768       |              | 24.42        |                      |
| 400                      | MARK CARTER                         | 212995                         | 08/03/2021   | 07/28/2021 |              |              | 2,706.00     |                      |
|                          | Account Number                      | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|                          | 400-651-683                         | REPAIR DRIVEWAY:8341 PINE CONE | MC008514     | 07/23/2021 | 210933       |              | 2,706.00     |                      |
| 400                      | MUSCO-GULFPORT 1227                 | 212996                         | 08/03/2021   | 07/28/2021 |              |              | 2,850.00     |                      |
|                          | Account Number                      | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|                          | 400-651-709                         | 5/8X3/4 BRZ MTR SSR 5' (15)    | 0711587      | 07/20/2021 | 210917       |              | 2,850.00     |                      |
| 400                      | LYMAN WELL COMPANY                  | 213003                         | 08/03/2021   | 07/28/2021 |              |              | 600.00       |                      |
|                          | Account Number                      | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|                          | 400-651-581                         | PULL MOTOR: MALL WELL          | 21-230       | 07/19/2021 | 210927       |              | 600.00       |                      |
| 400                      | J H WRIGHT & ASSOCIATES INC         | 213005                         | 08/03/2021   | 07/28/2021 |              |              | 800.00       |                      |
|                          | Account Number                      | Description                    | Invoice #    | Date       | P.O.         | Amount       |              |                      |
|                          | 400-651-581                         | M472S TRANSDUCER: MALL WELL    | 434910       | 07/13/2021 | 210913       |              | 200.00       |                      |
|                          | 400-651-581                         | M472S TRANSDUCER: SPARES (2)   | 434910       | 07/13/2021 | 210913       |              | 400.00       |                      |
|                          | 400-651-584                         | MARS 64 RELAY: ENARC LS-38     | 435045       | 07/19/2021 | 210928       |              | 25.00        |                      |
|                          | 400-651-584                         | MARS 64 RELAYS (6): SPARES     | 435045       | 07/19/2021 | 210928       |              | 150.00       |                      |
|                          | 400-651-584                         | FREIGHT                        | 435045       | 07/19/2021 | 210928       |              | 25.00        |                      |
| FUND TOTAL 400 Claims to |                                     | Checks                         | 25 Total     | 508,672.84 | Manual       | Held         | Total        | 508,672.84           |

SUMMARY OF ALL FUNDS

|                     |    |        |          |                     |      |       |              |
|---------------------|----|--------|----------|---------------------|------|-------|--------------|
| FUND 1 Claims       | to | Checks | 46 Total | 84,436.10 Manual    | Held | Total | 84,436.10    |
| FUND 156 Claims     | to | Checks | 1 Total  | 2,013.00 Manual     | Held | Total | 2,013.00     |
| FUND 160 Claims     | to | Checks | 1 Total  | 23,190.00 Manual    | Held | Total | 23,190.00    |
| FUND 172 Claims     | to | Checks | 1 Total  | 3,360.43 Manual     | Held | Total | 3,360.43     |
| FUND 176 Claims     | to | Checks | 6 Total  | 1,601.33 Manual     | Held | Total | 1,601.33     |
| FUND 304 Claims     | to | Checks | 2 Total  | 108,464.20 Manual   | Held | Total | 108,464.20   |
| FUND 305 Claims     | to | Checks | 1 Total  | 72,364.16 Manual    | Held | Total | 72,364.16    |
| FUND 307 Claims     | to | Checks | 2 Total  | 236,359.75 Manual   | Held | Total | 236,359.75   |
| FUND 360 Claims     | to | Checks | 2 Total  | 170,682.30 Manual   | Held | Total | 170,682.30   |
| FUND 400 Claims     | to | Checks | 25 Total | 508,672.84 Manual   | Held | Total | 508,672.84   |
| <hr/>               |    |        |          |                     |      |       |              |
| Total for all Funds |    | Checks | 87 Total | 1,211,144.11 Manual | Held | Total | 1,211,144.11 |

Councilman Gollott made the motion to approve Consent Agenda Items 1-4, as presented. Councilman Colledge seconded the motion. The vote was carried unanimously.

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

**ORDER NUMBER 152-2021**

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

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

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

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

**NAYS:**       **None**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 3, 2021.



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

**ORDER NUMBER 153-2021**

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

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Recessed Council Meeting held July 20, 2021 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**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 3, 2021.

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

**RESOLUTION NUMBER 122-2021**

**WHEREAS**, on March 16, 2020, Mayor of Gautier, Phil Torjusen issued a proclamation of a local emergency due to conditions of extreme peril to the safety of persons and property which have arisen within said City of Gautier, Mississippi due to the COVID-19 outbreak; and

**WHEREAS**, on March 17, 2020, the City Council of Gautier ratified the proclamation of local emergency and continued the existence of same; and

**WHEREAS**, the City Council finds that it is necessary and in the best interest of the public welfare and safety to continue the state of local emergency as indicated in that resolution.

**NOW, THEREFORE, BE IT RESOLVED** that a local emergency does continue to exist throughout said City of Gautier, Mississippi, as indicated; and

**IT IS FURTHER PROCLAIMED AND RESOLVED** that said local emergency shall be deemed to continue to exist until further notice.

**IT IS FURTHER PROCLAIMED AND RESOLVED** that the City Manager or City Clerk is hereby 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**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 3, 2021.

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

**ORDER NUMBER 154-2021**

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

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

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

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated August 2021 in the amount of \$5,955.47 is hereby approved.

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

Motion was made by **Councilman 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

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 3, 2021.



| August 2021 UTILITY ADJUSTMENTS         |              |              |            |                 |            |          |                          |
|-----------------------------------------|--------------|--------------|------------|-----------------|------------|----------|--------------------------|
| THESE FOLLOW POLICY/ RECOMMEND APPROVAL |              |              |            |                 |            |          |                          |
| ACCT #                                  | 100<br>WATER | 400<br>SEWER | 195<br>L/C | 130<br>CAPACITY | 800<br>TAX | ADJ      | REASON FOR<br>ADJUSTMENT |
| 001-10651-000                           | 93.76        | 182.50       |            |                 |            | 276.26   | Pipe Burst               |
| 003-13501-003                           |              | 133.01       | 70.00      |                 |            | 203.01   | Pool Fill                |
| 011-19101-002                           |              | 235.40       |            |                 |            | 235.40   | Line in Yard             |
| 015-13101-000                           |              | 88.06        |            |                 |            | 88.06    | Pressure washed house    |
| 025-26701-000                           |              | 303.58       |            |                 |            | 303.58   | Line in Yard             |
| 027-25301-001                           |              | 34.13        |            |                 |            | 34.13    | Pool Fill                |
| 029-10001-001                           |              | 56.70        |            |                 |            | 56.70    | Pool Fill                |
| 029-10901-003                           |              | 43.75        |            |                 |            | 43.75    | Pool Fill                |
| 039-14301-000                           |              | 96.30        |            |                 |            | 96.30    | Pool Fill                |
| 101-07501-003                           | 689.13       | 1,423.02     | 105.00     |                 |            | 2,217.15 | Line in Yard             |
| 113-02301-002                           |              | 216.27       |            |                 |            | 216.27   | Pool Fill                |
| 116-29301-000                           |              | 70.58        | 35.00      |                 |            | 105.58   | Hot Water Heater         |
| 119-07701-000                           |              | 54.30        | 35.00      |                 |            | 89.30    | Under Floor              |
| 122-04001-000                           | 387.31       | 1,043.67     | 105.00     | 350.00          | 58.96      | 1,944.94 | Line in Yard             |
| 139-33001-001                           |              | 45.04        |            |                 |            | 45.04    | Pool Fill                |
|                                         |              |              |            |                 |            |          |                          |
|                                         |              |              |            |                 |            |          |                          |
|                                         |              |              |            |                 |            |          |                          |
|                                         |              |              |            |                 |            |          |                          |
|                                         |              |              |            |                 |            |          |                          |
|                                         |              |              |            |                 |            |          |                          |
|                                         |              |              |            |                 |            |          |                          |
|                                         |              |              |            |                 |            |          |                          |
|                                         |              |              |            |                 |            |          |                          |
|                                         |              |              |            |                 |            |          |                          |
|                                         |              |              |            |                 |            |          |                          |
|                                         |              |              |            |                 |            |          |                          |
|                                         |              |              |            |                 |            |          |                          |
|                                         |              |              |            |                 |            |          |                          |
|                                         |              |              |            |                 |            |          |                          |
| TOTAL                                   | 1,170.20     | 4,026.31     | 350.00     | 350.00          | 58.96      | 5,955.47 |                          |
| COMPLETED                               |              |              |            |                 |            |          |                          |

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

**ORDER NUMBER 155-2021**

**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 2021 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**

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**MAYOR**

**ATTEST:**

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**CITY CLERK**

**Passed and Adopted** by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 3, 2021.

|                        |                         |                                       |                      |                      |
|------------------------|-------------------------|---------------------------------------|----------------------|----------------------|
|                        |                         | <b>City of Gautier</b>                |                      |                      |
|                        |                         | <b>Business Registry</b>              |                      |                      |
|                        |                         | <b>Jun-21</b>                         |                      |                      |
| <b><u>ACCOUNT#</u></b> | <b><u>LICENSE #</u></b> | <b><u>BUSINESS NAME/OWNER</u></b>     | <b><u>AMOUNT</u></b> | <b><u>STATUS</u></b> |
| 789                    | 2022-06-0007345         | Quailty Aero                          | \$20.00              | Current              |
| 1715                   | 2022-06-0007346         | Gautier Family Dental (New Location)  | \$30.00              | New Business         |
| 607                    | 2022-06-0007347         | Check Now                             | \$20.00              | Current              |
| 24                     | 2022-06-0007348         | Glen Mark Apartments                  | \$20.00              | Current              |
| 985                    | 2022-06-0007349         | Vivint Security Alarms                | \$30.00              | Current              |
| 623                    | 2022-06-0007350         | Jarmon & Sons Home Repairs            | \$20.00              | Current              |
| 769                    | 2022-06-0007351         | Delta Sanitation                      | \$150.00             | Current              |
| 1716                   | 2022-06-0007352         | Bent Tree Bluff Designs               | \$20.00              | New Business         |
| 377                    | 2022-06-0007353         | HMS Incorporated                      | \$20.00              | Current              |
| 1435                   | 2022-06-0007354         | New York Pizza                        | \$45.00              | Current              |
| 1690                   | Closed                  | Tony's Smokehouse BBQ & Catering      | \$0.00               | Closed               |
| 1437                   | Closed                  | Liberated Services                    | \$0.00               | Closed               |
| 620                    | 2022-06-0007355         | Dirt Cheap                            | \$50.00              | Current              |
| 1717                   | 2022-06-0007356         | Pugh Associates of Florida            | \$20.00              | New Business         |
| 917                    | 2022-05-0007357         | H & R Cabinets                        | \$22.00              | Current              |
| 1486                   | 2022-06-0007358         | Siegal Select                         | \$30.00              | Current              |
| 496                    | 2022-05-0007359         | Family Dollar                         | \$107.25             | Current              |
| 618                    | 2022-06-0007360         | Handy Lock Self Storage               | \$20.00              | Current              |
| 622                    | 2022-06-0007361         | Handy Lock                            | \$20.00              | Current              |
| 626                    | 2022-06-0007362         | Andersen Wells                        | \$20.00              | Current              |
| 1325                   | 2022-06-0007363         | CVS Pharmacy                          | \$370.00             | Current              |
| 1719                   | 2022-06-0007364         | Crews Ferrell & Associates            | \$20.00              | New Business         |
| 1718                   | 2022-06-0007365         | Hanger Prosthetics & Orthotics        | \$40.00              | New Business         |
| 1720                   | 2022-06-0007366         | Everything Liquor                     | \$45.00              | New Business         |
| 1721                   | 2022-06-0007367         | Donna M. Lewis Counseling             | \$20.00              | New Business         |
| 1653                   | 2022-07-0007368         | Killer Crab & Seafood                 | \$45.00              | Current              |
| 433                    | 2022-04-0007369         | Tucie's Fish Camp                     | \$38.85              | Current              |
| 1322                   | 2022-06-0007370         | Fashion Vixen                         | \$20.00              | Current              |
| 1152                   | 2022-06-0007371         | R&R Lawn Care                         | \$20.00              | Current              |
| 1586                   | 2022-06-0007372         | Larry J. Wilson, DMD                  | \$20.00              | Current              |
| 1577                   | 2022-06-0007373         | Boost Mobile                          | \$20.00              | Current              |
| 331                    | 2022-07-0007374         | The Carpet Mart                       | \$20.00              | Current              |
| 1643                   | Closed                  | Ecarn Restoration                     | \$0.00               | Closed               |
| 650                    | 2022-07-0007375         | Magnolia Inn of Gautier               | \$30.00              | Current              |
| 1555                   | 2022-05-0007376         | All God's Children Learning Center    | \$22.00              | Current              |
| 1560                   | 2022-06-0007377         | A & B Towing                          | \$20.00              | Current              |
| 1654                   | 2022-07-0007378         | Peace of Mind Homecare Services       | \$20.00              | Current              |
| 1330                   | 2022-07-0007379         | Circle K Store                        | \$95.00              | Current              |
| 1324                   | 2022-06-0007380         | HI Family Health Center               | \$98.50              | Current              |
| 653                    | 2022-07-0007381         | College Villa Apartments              | \$20.00              | Current              |
| 1606                   | 2022-07-0007382         | MS Coast Garment Printing             | \$20.00              | Current              |
| 1722                   | 2022-06-0007383         | An Angels Touch Professional Cleaning | \$20.00              | New Business         |
| 1590                   | 2022-07-0007384         | Merchants and Marine Bank             | \$30.00              | Current              |
| 1562                   | Closed                  | Gautier Nutrition                     | \$0.00               | Closed               |
| 1607                   | 2022-07-0007385         | Patrick's Fine Spirits                | \$45.00              | Current              |
| 1492                   | 2022-07-0007386         | Get Your Sweets On                    | \$20.00              | Current              |
| 1723                   | 2022-06-0007387         | Big G Auto Sales                      | \$20.00              | New Business         |
| 611                    | 2022-06-0007388         | Crown of Glory Beauty Salon           | \$20.00              | Current              |
| 1559                   | 2022-06-0007389         | Gulf Coast Gas                        | \$40.00              | Current              |
| 649                    | 2022-07-0007390         | Batson & Brown Engineer Consultants   | \$30.00              | Current              |
|                        |                         | <b>TOTAL</b>                          | <b>\$1,893.60</b>    |                      |
|                        |                         |                                       |                      |                      |
|                        |                         |                                       |                      |                      |
|                        |                         | <b>New Business</b>                   | <b>9</b>             |                      |
|                        |                         | <b>Transient Vendor</b>               | <b>0</b>             |                      |
|                        |                         | <b>Closed Business</b>                | <b>4</b>             |                      |

Councilman Colledge made a motion to Recess until August 10, 2021 at 6:00p.m. The motion was seconded by Councilman Elbin, and the motion carried unanimously.

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**MAYOR**

**ATTEST:**

---

**CITY CLERK**

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 17, 2021.



Tuesday  
August 10, 2021  
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 10, 2021 at 6:00 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 was Paula Yancey, City Manager; Teresa Montgomery, City Clerk; Josh Danos, City Attorney and other concerned citizens.

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**AGENDA  
CITY OF GAUTIER, MISSISSIPPI CITY  
HALL COUNCIL CHAMBERS August 10,  
2021 @ 6:00 PM**

- I. Call to Order**
  - 1. Prayer**
  - 2. Pledge of Allegiance**
- II. Agenda Order Approval**
- III. Business Agenda**
  - 1. Suspend Robert's Rules of Order**
  - 2. Discuss FY 2022 Budget**
- IV. Study Agenda**
  - 1. Discuss City Attorney Comments in Executive Session**

**Recess until August 17, 2021 at 6:30 pm**  
[www.gautier-ms.gov](http://www.gautier-ms.gov)

---

Meeting was called to order by Mayor Vaughan at 6:10pm.

---

Councilman Gollott made a motion to approve the agenda, as presented. The motion was seconded by Councilman Colledge, and the motion was carried unanimously.

Councilman Colledge made a motion to suspend Robert's Rules of Order for the budget discussion. The motion was seconded by Councilman Jackson, and the motion was carried unanimously.

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A presentation was made by the City Manager and the City Clerk regarding the 2021-2022 budget, and a discussion was held by the Mayor and Council following the presentation.

---

Councilman Gollott made a motion to reinstate Robert's Rules of Order for the budget discussion. The motion was seconded by Councilman Jackson, and the motion was carried unanimously.

---

Councilman Colledge made a motion to enter closed session to determine whether executive session was warranted. The motion was seconded by Councilman Jackson, and the motion was carried unanimously.

---

Councilman Colledge made a motion to enter executive session to discuss potential litigation regarding the acquisition of the Singing River Mall Site. The motion was seconded by Councilman Jackson, and the motion was carried unanimously.

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No action was taken during executive session.

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Councilman Gollott made a motion to enter open session. The motion was seconded by Councilman Jackson, and the motion was carried unanimously.

---

Councilman Gollott made a motion to recess until August 17, 2021 at 6:30pm. The motion was seconded by Councilman Jackson, and the motion was carried unanimously.

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**MAYOR**

**ATTEST:**

---

**CITY CLERK**

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 17, 2021.

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

**Council Meeting:**  
**Title:**

**August 17, 2021**  
**Resolution approving the continuation of a  
Declaration of Local Emergency pertaining to  
COVID-19.**

**Introduced by:**  
**Contact Person/Telephone**

**Teresa Montgomery 497-8000**

---

**Summary Explanation: Resolution approving the continuation of a Declaration of Local  
Emergency pertaining to COVID-19 until further notice.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input checked="" type="checkbox"/> |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input type="checkbox"/>            |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

|                 |                          |          |                          |        |                          |         |                          |         |                          |          |                          |       |                          |
|-----------------|--------------------------|----------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|-------|--------------------------|
| Motion Made by: |                          |          |                          |        |                          |         |                          |         |                          |          |                          |       |                          |
| Vaughan         | <input type="checkbox"/> | Colledge | <input type="checkbox"/> | George | <input type="checkbox"/> | Jackson | <input type="checkbox"/> | Gollott | <input type="checkbox"/> | Anderson | <input type="checkbox"/> | Elbin | <input type="checkbox"/> |

|                 |                          |          |                          |        |                          |         |                          |         |                          |          |                          |       |                          |
|-----------------|--------------------------|----------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|-------|--------------------------|
| Second Made by: |                          |          |                          |        |                          |         |                          |         |                          |          |                          |       |                          |
| Vaughan         | <input type="checkbox"/> | Colledge | <input type="checkbox"/> | George | <input type="checkbox"/> | Jackson | <input type="checkbox"/> | Gollott | <input type="checkbox"/> | Anderson | <input type="checkbox"/> | Elbin | <input type="checkbox"/> |

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Gollott</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Elbin</b>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**

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

**RESOLUTION NUMBER 000-2021**

**WHEREAS**, on March 16, 2020, Mayor of Gautier, Phil Torjusen issued a proclamation of a local emergency due to conditions of extreme peril to the safety of persons and property which have arisen within said City of Gautier, Mississippi due to the COVID-19 outbreak; and

**WHEREAS**, on March 17, 2020, the City Council of Gautier ratified the proclamation of local emergency and continued the existence of same; and

**WHEREAS**, the City Council finds that it is necessary and in the best interest of the public welfare and safety to continue the state of local emergency as indicated in that resolution.

**NOW, THEREFORE, BE IT RESOLVED** that a local emergency does continue to exist throughout said City of Gautier, Mississippi, as indicated; and

**IT IS FURTHER PROCLAIMED AND RESOLVED** that said local emergency shall be deemed to continue to exist until further notice.

**IT IS FURTHER PROCLAIMED AND RESOLVED** that the City Manager or City Clerk is hereby authorized to execute any and all documents necessary for this purpose.

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

**AYES:**

**NAYS:**

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 17, 2021.



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

**Council Meeting:**  
**Title:**

**August 17, 2021**  
**Receive July 2021 Privilege License Reports**

**Introduced by:**  
**Contact Person/Telephone**

**Teresa Montgomery 497-8000**

---

**Summary Explanation: Receive July 2021 Privilege License Reports**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**

**Approval**

**Motion Made by:**

|                |                          |                 |                          |               |                          |                |                          |                |                          |                 |                          |              |                          |
|----------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|--------------|--------------------------|
| <b>Vaughan</b> | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Gollott</b> | <input type="checkbox"/> | <b>Anderson</b> | <input type="checkbox"/> | <b>Elbin</b> | <input type="checkbox"/> |
|----------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|--------------|--------------------------|

**Second Made by:**

|                |                          |                 |                          |               |                          |                |                          |                |                          |                 |                          |              |                          |
|----------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|--------------|--------------------------|
| <b>Vaughan</b> | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Gollott</b> | <input type="checkbox"/> | <b>Anderson</b> | <input type="checkbox"/> | <b>Elbin</b> | <input type="checkbox"/> |
|----------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|--------------|--------------------------|

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Gollott</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Elbin</b>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**

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

**ORDER NUMBER 000-2021**

**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 July 2021 are hereby received.

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

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

**AYES:**

**NAYS:**

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**BLANK** by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 17, 2021.

|                 |                  |                                       |                   |               |
|-----------------|------------------|---------------------------------------|-------------------|---------------|
|                 |                  | <b>City of Gautier</b>                |                   |               |
|                 |                  | <b>Business Registry</b>              |                   |               |
|                 |                  | <b>Jul-21</b>                         |                   |               |
| <b>ACCOUNT#</b> | <b>LICENSE #</b> | <b>BUSINESS NAME/OWNER</b>            | <b>AMOUNT</b>     | <b>STATUS</b> |
| 772             | 2022-06-0007391  | G.T. Enterprises                      | \$22.00           | Current       |
| 1490            | 2022-07-0007392  | Singing River Apartments              | \$30.00           | Current       |
| 1487            | Closed           | Quailty Home Repair By Lee            | \$0.00            | Closed        |
| 1724            | 2022-07-0007393  | Leo Rodriquez Tree Pruning            | \$20.00           | New Business  |
| 924             | 2022-07-0007394  | Furlan's Marine                       | \$39.00           | Current       |
| 391             | 2022-04-0007395  | Braly's Point Loma Marina             | \$22.40           | Current       |
| 998             | 2022-07-0007396  | CSC Hanger Prosthetic Orthotics       | \$20.00           | Current       |
| 1373            | 2022-07-0007397  | National Entertainment Network        | \$70.00           | Current       |
| 1725            | 2022-07-0007398  | Professional Services and Rentals     | \$20.00           | New Business  |
| 1485            | Closed           | Martin's Tires                        | \$0.00            | Closed        |
| 573             | 2022-08-0007399  | Magee Construction                    | \$20.00           | Current       |
| 1726            | 2022-07-0007400  | Dollar General Market                 | \$97.50           | New Business  |
| 1272            | 2022-06-0007401  | Simply Elegant Crafts and Accessories | \$22.00           | Current       |
| 1652            | 2022-07-0007402  | Studio 92 Salon & Spa                 | \$20.00           | Current       |
| 1226            | 2022-08-0007403  | Prevenative Medicine and Primary Care | \$20.00           | Current       |
| 685             | 2022-08-0007404  | C West Realty                         | \$20.00           | Current       |
| 1092            | 2022-08-0007405  | The Disability Consulting Clinic      | \$20.00           | Current       |
| 780             | 2022-07-0007406  | Sailmaker's Supply                    | \$20.00           | Current       |
| 1727            | 2022-07-0007407  | Baywood Nutrition                     | \$20.00           | Current       |
| 1327            | 2022-07-0007408  | Dollar General                        | \$70.00           | Current       |
| 1378            | 2022-08-0007409  | Mary's Alterations & Designs          | \$20.00           | Current       |
| 1728            | 2022-07-0007410  | Just Aqua                             | \$20.00           | New Business  |
| 1729            | 2022-07-0007411  | Real Eyes Vending Machines            | \$60.00           | New Business  |
| 1444            | 2022-08-0007412  | Jelly Doughnuts & Kolaches            | \$20.00           | Current       |
| 1002            | 2022-07-0007413  | Stuart's Spicy Business               | \$20.00           | Current       |
| 1379            | 2022-08-0007414  | Bienville Orthopedic                  | \$150.00          | Current       |
| 1494            | 2022-08-0007415  | Magnolia Oaks                         | \$30.00           | Current       |
| 1329            | 2022-07-0007416  | World Acceptance Group                | \$20.00           | Current       |
| 1577            | Closed           | Boost Mobile                          | \$0.00            | Closed        |
| 1658            | 2022-08-0007417  | Gator Chop Barbershop                 | \$20.00           | Current       |
| 1276            | 2022-08-0007418  | Ice Cream & More                      | \$20.00           | Current       |
| 1498            | 2022-08-0007419  | Iglesia Cristiana Caminando           | \$20.00           | Current       |
| 1615            | 2022-08-0007420  | Gulf Coast Fitness                    | \$20.00           | Current       |
| 1730            | 2022-07-0007421  | Angela's Collectables                 | \$20.00           | New Business  |
| 654             | 2022-07-0007422  | Delo's Heavenly House of Coffee       | \$20.00           | Current       |
| 1381            | 2022-08-0007423  | Deaconess Home Care                   | \$141.00          | Current       |
| 1003            | 2022-07-0007424  | AD2 Marketing                         | \$20.00           | Current       |
| 1525            | 2022-07-0007425  | Casual Cuts                           | \$30.00           | Current       |
| 1445            | 2022-08-0007426  | A.M.P Designs                         | \$20.00           | Current       |
|                 |                  | <b>TOTAL</b>                          | <b>\$1,243.90</b> |               |
|                 |                  |                                       |                   |               |
|                 |                  | <b>New Business</b>                   | <b>6</b>          |               |
|                 |                  | <b>Transient Vendor</b>               | <b>0</b>          |               |
|                 |                  | <b>Closed Business</b>                | <b>3</b>          |               |

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

**Council Meeting:**  
**Title:**

**August 17, 2021**  
**Approval of a Gulf Coast Restoration Fund (Town Center Development project) grant amendment**

**Introduced by:**  
**Contact Person/Telephone**

**April Stennett 497-8000**

---

**Summary Explanation: Approval of a Gulf Coast Restoration Fund (Town Center Development project) grant amendment**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input checked="" type="checkbox"/> |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract/Agreement</b>      | <input checked="" type="checkbox"/> |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input type="checkbox"/>            |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**

**Approval**

|                        |                          |                 |                          |               |                          |                |                          |                 |                          |
|------------------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|
| <b>Motion Made by:</b> |                          |                 |                          |               |                          |                |                          |                 |                          |
| <b>Vaughan</b>         | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Gollott</b>  | <input type="checkbox"/> |
|                        |                          |                 |                          |               |                          |                |                          | <b>Anderson</b> | <input type="checkbox"/> |
|                        |                          |                 |                          |               |                          |                |                          |                 | <b>Elbin</b>             |
|                        |                          |                 |                          |               |                          |                |                          |                 | <input type="checkbox"/> |

|                        |                          |                 |                          |               |                          |                |                          |                 |                          |
|------------------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|
| <b>Second Made by:</b> |                          |                 |                          |               |                          |                |                          |                 |                          |
| <b>Vaughan</b>         | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Gollott</b>  | <input type="checkbox"/> |
|                        |                          |                 |                          |               |                          |                |                          | <b>Anderson</b> | <input type="checkbox"/> |
|                        |                          |                 |                          |               |                          |                |                          |                 | <b>Elbin</b>             |
|                        |                          |                 |                          |               |                          |                |                          |                 | <input type="checkbox"/> |

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Gollott</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Elbin</b>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**



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

**ORDER NUMBER 000-2021**

**WHEREAS**, on September 5, 2018, Governor Phil Bryant signed SB2002 into law, establishing the Gulf Coast Restoration Fund; and

**WHEREAS**, the Gulf Coast Restoration Fund must be used for programs and projects that have the potential to generate increased economic activity in the Gulf Coast region; and

**WHEREAS**, the City of Gautier received \$3.5 million in Gulf Coast Restoration Funds for the Town Center Development project, which includes the purchasing of the old Singing River Mall site in conjunction with the development of the Town Commons Park in order to establish a centralized, downtown area for growth and other development; and

**WHEREAS**, this grant amendment seeks to change the deadline to submit all documentation for disbursement from June 30, 2023 to June 30, 2022; and

**WHEREAS**, to do so, a grant amendment must be approved, which is hereby found to be in the best interests of the City of Gautier;

**IT IS THEREFORE ORDERED** by the Mayor and City Council of the City of Gautier, Mississippi that the Gulf Coast Restoration Fund grant amendment is hereby approved.

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

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

**AYES:**

**NAYS:**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 17, 2021.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** April Stennett, Grants and Projects Director  
**Date:** 08/05/2021  
**Subject:** Gulf Coast Restoration Fund Grant Amendment

---

**REQUEST:**

The Grants & Projects Department requests City Council approval of a Gulf Coast Restoration Fund (Town Center Development project) grant amendment.

**BACKGROUND:**

On September 5, 2018, Governor Phil Bryant signed SB2002 into law, establishing the Gulf Coast Restoration Fund. The GCRF shall be used for programs and projects that have the potential to generate increased economic activity in the Gulf Coast region. Applicants eligible for assistance include, but are not limited to, local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities.

**DISCUSSION:**

The City of Gautier received \$3.5 million in GCRF funds for the Town Center Development project, which includes the purchasing of the old Singing River Mall site in conjunction with the development of the Town Commons Park in order to establish a centralized, downtown area for retail growth and other development.

In a grant amendment approved by City Council in July 2021, a provision said, "All documentation for disbursement must be received by June 30, 2023." This amended agreement changes that date to June 30, 2022, as MDA leadership later decided that no two-year agreements would be approved.

**RECOMMENDATION:**

The Grants & Projects Department recommends that City Council approve a Gulf Coast Restoration Fund (Town Center Development project) grant amendment.

The City Council may:

1. Approve the grant agreement amendment, as presented; or
2. Not approve the grant agreement amendment.

**ATTACHMENTS:**

1. Gautier - Town Center Project - Amended Grant Agreement (final)

**MISSISSIPPI DEVELOPMENT AUTHORITY**  
**GULF COAST RESTORATION FUND PROGRAM**  
**AMENDED AND RESTATED GRANT AGREEMENT**

**City of Gautier**  
**Jackson County, Mississippi**  
**GCRF-20-01**

**This Amended and Restated Grant Agreement** ("Agreement"), dated as of June 30, 2021, by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA") and the City of Gautier set forth in Item 1 of Annex A (the "Entity")

**W I T N E S S E T H:**

**WHEREAS**, the Gulf Coast Restoration Fund, Section 57-119-1, Mississippi Code of 1972, as amended, was created for the purpose of funding programs or projects that are located in the Gulf Coast region as defined in the federal RESTORE Act, or twenty-five (25) miles from the northern boundaries of the three (3) coastal counties of Harrison, Hancock and Jackson, but not limited to expand beyond the boundaries of Hancock, Harrison, Jackson, Pearl River, Stone and George Counties; and

**WHEREAS**, these funds are provided for assistance to local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities; and

**WHEREAS**, MDA is authorized to administer the Gulf Coast Restoration Fund monies upon appropriation by the Legislature; and

**WHEREAS**, pursuant to Section 18 of Senate Bill 2977 2020 Regular Session of the Mississippi Legislature, the Legislature appropriated Three Million, Five Hundred Thousand Dollars (\$3,500,000) to assist the City of Gautier with its Town Center Development Project; and

**WHEREAS**, pursuant to Section 21 of Senate Bill 2951 2021 Regular Session of the Mississippi Legislature, the Legislature has reappropriated Three Million, Five Hundred Thousand Dollars (\$3,500,000) to assist the City of Gautier with its Gautier Town Center Development Project; and

**WHEREAS**, pursuant to the Gulf Coast Restoration Fund Act, Section 57-119, Mississippi Code of 1972, as amended, and the Gulf Coast Restoration Fund Regulations (the "Regulations") adopted by MDA, the Entity has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in Item 2A of Annex A (the "Project"); and

**WHEREAS**, based upon the Application and other relevant factors, MDA has agreed to provide the Entity with a grant under the Gulf Coast Restoration Fund in the amount set forth in Item 3 of Annex A (the "Grant") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project; and

**WHEREAS**, the Entity has committed to use the Grant funds for the Project; and

**WHEREAS**, the Project satisfies the provisions of the Gulf Coast Restoration Fund and the Regulations; and

**WHEREAS**, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the provisions of the Act;



**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS,** that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

**Section 1. Grant.** MDA hereby agrees to make to the Entity and the Entity hereby agrees to accept from MDA a Grant pursuant and subject to the terms of this Agreement and the Gulf Coast Restoration Fund as set forth in Annex A. The Entity hereby agrees that it will apply the proceeds of the Grant only to the costs of the Project as more fully described in the Application. The Grant shall be disbursed by MDA to the Entity in installments as provided in this Agreement pursuant to Item 4 of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Entity satisfying all of its obligations under this Agreement and the Gulf Coast Restoration Fund.

**Section 2. Disbursements.** The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

- a. the Entity shall not be in default under this Agreement or the Gulf Coast Restoration Fund; and
- b. funds appropriated by the Mississippi Legislature; and
- c. the development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and
- d. the receipt by MDA of a certificate of a representative of the Entity in the form set forth in Section 3 hereof and the notice required of the Entity set forth in Section 4 hereof for such disbursement in a form satisfactory to MDA. If the Entity fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the grant shall cease until such time as such condition precedent is met and satisfied. The parties hereto agree that disbursements by MDA to the Entity of the Grant shall be made by June 30, 2022. Any portion of the grant funds not disbursed before June 30, 2022 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

**Section 3. Conditions.** A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Entity to the effect that:

- a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and
- b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights

generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and

- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and
- d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and
- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

**Section 4. Requisitions.** A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA, all pursuant to Section 57-119-1(1). Warrants may only be issued for costs and expenses that are authorized by the Gulf Coast Restoration Fund and the Regulations. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

- a. The Entity shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Entity. Such notice shall contain all information necessary to enable MDA to prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Entity, the name of the party to be reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Entity; and
- b. The Entity must provide semi-annual reports, due October 15<sup>th</sup> and March 15<sup>th</sup> of the current fiscal year, on the status of the project; and

- c. The Entity must provide proof of all non-grant funds expended on the project to ensure that GCRF funds are proportionately spent in relation to the total project cost share outlined in the Application; and
- d. MDA shall have indicated in writing its approval of the request for the Grant disbursement.

**Section 5. Representations of MDA.** MDA makes the following representations as the basis for the undertakings on the part of the Local Sponsor herein contained:

- a. MDA is an agency of the State and is authorized pursuant to the provisions of the Gulf Coast Restoration Fund and the Regulations to enter into the transactions contemplated by this Agreement.
- b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.
- c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:
  - (1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or
  - (2) by the availability of any discretionary equitable remedies.

**Section 6. Representations of the Entity.** The Entity makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

- a. The Entity has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Entity enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:
  - (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
  - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Entity's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Entity is subject or by which it is bound.

- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Entity required for the execution, delivery or the consummation by the Entity of any of the transactions contemplated by this Agreement and not already obtained.
- d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Entity, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Entity.
- e. The Entity will not discriminate against any employee or any applicant for employment because of race, religion, color, national origin, sex or age.
- f. The Entity shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4 of Annex A.
- g. The Entity certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Entity acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application. The Entity further acknowledges that MDA must account for the proper use of funds based on the information in the Application.
- h. The Entity acknowledges that MDA will recover any expended grant funds if the assistance provided was based upon fraudulent information or if the recipient of the assistance fails to meet the performance requirements established by the Entity and MDA and referenced in the Annex A.
- i. The Entity represents and warrants that it will further the purposes of the Act.
- j. Upon request of the MDA or the Office of the State Auditor, the Entity will provide reasonable verification of its compliance with the performance metrics as set out in Annex A. Additionally, the Entity will cooperate fully with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Entity's compliance with the provision of this Agreement. The Entity further agrees that MDA and/or the Office of the State Auditor shall have the



right to inspect books, records, plans and other data related to the Project.

- k. The Entity shall follow General Auditing Standards for financial and other record retention.
- l. The Entity shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.
- m. The Entity shall notify the members of the House of Representatives and Mississippi Senate at least five (5) days prior to a public ceremony announcing the award of the grant in their district or any public announcement or ceremony regarding the groundbreaking or opening of a facility, roadway or bridge using grant funds.
- n. The Entity will include the following language on signage regarding any public event or any new facility, roadway or bridge: "Funds were made available for this project by the Mississippi State Legislature."

#### **Section 8. Termination.**

- a) MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute a default under this Agreement.
- b) It is expressly understood and agreed that the obligation of MDA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, or if funds are not otherwise available to MDA, then MDA shall have the right upon ten (10) working days' written notice to the Entity to terminate this Agreement without damage, penalty, cost or expense to MDA of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

**Section 9. Notice Addresses.** All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

- a) certified mail, postage prepaid;

- b) prepaid overnight delivery; or
- c) hand delivery.

For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the parties may designate in writing.

#### **Section 10. Miscellaneous.**

- a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.
- b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.
- d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.
- g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon,

arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes.

The Parties agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.

- h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.
- i) No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.
- j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**MISSISSIPPI DEVELOPMENT AUTHORITY  
(ACTING FOR AND ON BEHALF OF THE STATE  
OF MISSISSIPPI)**

**By:** \_\_\_\_\_  
**John Rounsaville, Executive Director**

**ATTEST:**

\_\_\_\_\_  
**Sarah Wright, Bureau Manager**

**CITY OF GAUTIER**

**By:** \_\_\_\_\_  
**Casey Vaughan, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Teresa Montgomery, City Clerk**



**Annex A**  
**to**  
**Amended and Restated Grant Agreement**

**Item 1- Name of Entity:** City of Gautier

**Item 2A- Description of Project:** Gulf Coast Restoration Funds to be used to assist the City of Gautier with land acquisition and other eligible expenditures as approved by MDA at its Town Center development project (“Project Site”). The Project Site includes the 55-acre Singing River Mall property and the adjacent 32-acre Town Commons Park. Internal labor will not be reimbursable.

**Item 2B- Soft Cost Expenses:** Engineering, Architectural, Project Management and other soft costs shall not exceed 10% of this MDA grant amount. Any amount above 10% will be allowed to count toward the local match for the project as a whole.

**Item 3- Grant Amount:** \$3,500,000

**Item 4- Grant Terms and Conditions**

MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed Three Million, Five Hundred Thousand Dollars (\$3,500,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2022. Any grant funds not disbursed before June 30, 2022 be subject to reappropriation by the Legislature in subsequent years until the project is complete.

The Entity commits that they will make an investment in the Project of at least Four Million, Eight Hundred and Eighty-One Thousand, Nine Hundred and Thirty Dollars (\$4,881,930) to incentivize the development of the project.

**Item 5- Grant Performance Metrics**

The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) By June 30, 2022, the City of Gautier will complete the acquisition of the Project Site; and (2) By December 31, 2022, the City of Gautier will complete Phase I of the Town Commons Park with the matching funds the City committed to the Project (“Performance Metric Commitments”).

In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

MDA shall provide the Entity with written notice of default and the Entity will be given thirty (30) days following receipt of such notice to cure such default prior to the default payment becoming due and owing.

**Item 6-**

**Address Notice:**

Mississippi Development Authority  
Post Office Box 849  
Jackson, Mississippi 39205  
Attention: Financial Resources

City of Gautier  
3330 Highway 90  
Gautier, Mississippi 39553  
Attention: Mayor Casey Vaughan

**ACKNOWLEDGMENT OF MISSISSIPPI DEVELOPMENT AUTHORITY**

**STATE OF MISSISSIPPI**                    )  
                                                          ) **ss:**  
**COUNTY OF HINDS**                    )

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, within my jurisdiction, the within named John W. Rounsaville, who acknowledged he is the Executive Director, of the Mississippi Development Authority and that for and on behalf of said Department and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said Department so to do.

**GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**Notary Public**

**My Commission Expires:**

\_\_\_\_\_

**[S E A L]**

**ACKNOWLEDGMENT OF ENTITY**

**STATE OF MISSISSIPPI**                    )  
                                                          ) **ss:**  
**COUNTY OF JACKSON**                    )

Personally appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged he/she is the \_\_\_\_\_, of \_\_\_\_\_, and that for and on behalf of said \_\_\_\_\_, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said \_\_\_\_\_ so to do.

**GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**Notary Public**

**My Commission Expires:**

\_\_\_\_\_

**[S E A L]**



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

**Council Meeting:**  
**Title:**

**August 17, 2021**  
**Resolution Approval of Paddle for Paws Poker Float**  
**Sponsorship from Friends of Jackson County**  
**Animals**

**Introduced by:**  
**Contact Person/Telephone**

**City Manager 497-8000 ext. 306**

**Summary Explanation: Resolution approving the sponsorship request for Friends of Jackson County Animal Shelter Pets 4<sup>th</sup> Annual “Paddle for Paws Poker Float” to be held on September 18, 2021.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input checked="" type="checkbox"/> |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input type="checkbox"/>            |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

| Motion Made by: |                          |          |                          |        |                          |         |                          |         |                          |          |                          |       |                          |
|-----------------|--------------------------|----------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|-------|--------------------------|
| Vaughan         | <input type="checkbox"/> | Colledge | <input type="checkbox"/> | George | <input type="checkbox"/> | Jackson | <input type="checkbox"/> | Gollott | <input type="checkbox"/> | Anderson | <input type="checkbox"/> | Elbin | <input type="checkbox"/> |

| Second Made by: |                          |          |                          |        |                          |         |                          |         |                          |          |                          |       |                          |
|-----------------|--------------------------|----------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|-------|--------------------------|
| Vaughan         | <input type="checkbox"/> | Colledge | <input type="checkbox"/> | George | <input type="checkbox"/> | Jackson | <input type="checkbox"/> | Gollott | <input type="checkbox"/> | Anderson | <input type="checkbox"/> | Elbin | <input type="checkbox"/> |

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Gollott</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Elbin</b>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**

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

**RESOLUTION APPROVING SPONSORSHIP OF FRIENDS OF  
JACKSON COUNTY ANIMAL SHELTER PETS  
4<sup>th</sup> ANNUAL PADDLE FOR PAWS POKER FLOAT  
TO BE HELD ON SEPTEMBER 18, 2021**

**RESOLUTION NUMBER 000-2021**

**WHEREAS**, the Friends of Jackson County Animal Shelter Pets has requested that the City sponsor its 4th annual Paddle for Paws Poker Float to be held on September 18, 2021; and

**WHEREAS**, the sponsorship costs \$500.00; and

**WHEREAS**, the sponsorship includes being recognized on Event Facebook page, and on event day; and

**WHEREAS**, the Mayor and Members of the Council of the City of Gautier find that this sponsorship brings into favorable notice the opportunities, possibilities and resources of the City of Gautier; and

**WHEREAS**, the Mayor and Members of the Council have determined that sponsorship of this event is helpful toward advancing the moral, financial and other interests of the City of Gautier; and

**BE IT THEREFORE RESOLVED**, by the Mayor and Members of the Council that sponsorship of the Friends of Jackson County Animal Shelter Pets 4<sup>th</sup> Annual Paddle for Paws Poker Float in the amount of \$500.00 is hereby authorized.

**BE IT FURTHER RESOLVED**, that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

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

**AYES:**

**NAYS:**

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi,  
at the meeting of August 17, 2021.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** April Stennett, Grants and Projects Director  
**Date:** 08/06/2021  
**Subject:** Paddle for Paws Poker Float Sponsorship

---

**REQUEST:**

The Grants & Projects Department requests City Council approval to sponsor the Friends of Jackson County Animal Shelter Pets' 4th annual Paddle for Paws Poker Float event in an amount of \$500.

**BACKGROUND:**

Friends of Jackson County Animal Shelter Pets is planning its 4<sup>th</sup> annual "Paddle for Paws Poker Float" that will take place on September 18, 2021. The paddle fundraiser will begin and end at Lighthouse Park in Pascagoula and include additional stops along the Pascagoula River.

**DISCUSSION:**

The Friends of Jackson County Animal Shelter Pets has requested that the City sponsor its 4<sup>th</sup> annual Paddle for Paws Poker Float to be held on September 18, 2021. The Gautier City Council sponsored the 3<sup>rd</sup> annual event, which was held in 2019. The "Pack Leader" sponsorship costs \$500, and the sponsorship includes being recognized on the banner, event t-shirt, Facebook page, printed flyers/ads, and in the press release.

**RECOMMENDATION:**

The Grants & Projects Department recommends that City Council approve the sponsorship of the Friends of Jackson County Animal Shelter Pets' 4th annual Paddle for Paws Poker Float event in an amount of \$500.

The City Council may:

1. Approve the sponsorship, as presented; or
2. Not approve the sponsorship.

**ATTACHMENTS:**

1. Sponsorship Letter and Levels - P4P 2021
2. Event Flyer

2953 Bienville Blvd. #134  
Ocean Springs, MS 39564



[www.fjcasp.com](http://www.fjcasp.com)  
Like Us on Facebook

Dear Potential Event Sponsor,

Friends of Jackson County Animal Shelter Pets is planning its **4th Annual "Paddle for Paws Poker Float"** that will take place on **September 18, 2021**. The paddle fundraiser will begin and end at Lighthouse Park in Pascagoula and include additional stops along the Pascagoula River. The purpose of the ride is to:

- 1) Bring awareness to our organization and what we do
- 2) Raise funds for the 550+ animals we rescue each year
- 3) Have a fun time with other animal lovers



Event Facebook Page  
"Paddle for Paws Poker Float"

**We are asking local businesses and individuals to become sponsors of this fun event – a list of sponsorship levels is attached.** We are very excited about this event are hoping for a great turnout as it has grown each year. Your donation would be appreciated in making it a success.

If you have any questions and/or to coordinate pick up, email [friendsofjcas@gmail.com](mailto:friendsofjcas@gmail.com) or contact the volunteer listed below. Be sure to provide the name you would like to include in recognition and visit and like our event Facebook page too. **Thank-you in advance for your support!**

Sincerely,

*Tammy Harris*

Tammy Harris  
FJCASP Board President

Volunteer: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**About Friends of Jackson County Animal Shelter Pets (FJCASP)**

*FJCASP is an ALL volunteer animal rescue with a mission of saving animals from the Jackson County Animal Shelter and giving them new hope and life. **Last year FJCASP rescued 452 dogs and 147 cats.** The animals we rescue receive full vetting and other treatments they require. In 2020, our expenses **totaled more than \$164,000.** When healthy and ready, the animals are adopted locally or transported to one of the many rescue organizations we work with across the Country that are diligently seeking the very best forever homes for our animals. Through a grant, we have **also provided 524 annual vaccinations & microchips, as well as 565 spay/neuters for pets** of low-income Jackson County families (since 2017).*

*Without the help of fosters, volunteers, and donors we would not be able to make this mission possible. **ALL – 100% of - donations and proceeds from events like this are used solely for the animals' needs and are tax deductible as we are a 501(c)(3) non-profit organization.***

Visit [www.fjcasp.com](http://www.fjcasp.com) (About Us/2020 Accomplishments) to learn more about Friends and see some of the amazing work our fosters do.





## 4<sup>th</sup> Annual Paddle for Paws Poker Float – Sept. 18, 2021 – Sponsorship & Donor Opportunities

All Donors will be recognized on Event Facebook Page, and on event day.

| Recognition Via                             | Sponsor Levels                                                                                                                                                                                                                                                                                                                                                                                                                                  |                       |                         |                   |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------|-------------------|
|                                             | \$1000+<br>Life Saver                                                                                                                                                                                                                                                                                                                                                                                                                           | \$500+<br>Pack Leader | \$250+<br>Litter Lovin' | \$100+<br>Paw Pal |
| Event Banner                                | Logo                                                                                                                                                                                                                                                                                                                                                                                                                                            | Logo                  | Name                    | Name              |
| Event T-Shirt*                              | Logo                                                                                                                                                                                                                                                                                                                                                                                                                                            | Logo                  | Name                    | Name              |
| Facebook                                    | Logo/Mini Ad                                                                                                                                                                                                                                                                                                                                                                                                                                    | Logo/Mini Ad          | Name                    | Name              |
| Printed Flyers/Ads*                         | Logo                                                                                                                                                                                                                                                                                                                                                                                                                                            | Logo                  | Name                    |                   |
| FREE Registration(s)<br>(Includes T-Shirts) | For 4 Paddlers                                                                                                                                                                                                                                                                                                                                                                                                                                  | For 2 Paddlers        | For 1 Paddler           |                   |
| Press Release(s)*                           | As a "Life Saver"                                                                                                                                                                                                                                                                                                                                                                                                                               | Name                  |                         |                   |
| Other                                       | <div style="display: flex; align-items: center;"> <div style="flex: 1;"> <p>Acknowledged on our FJCASP Facebook Page as a "Life Saver" for a specific dog or cat's medical treatment</p> </div> <div style="flex: 1; border: 1px solid black; padding: 5px;"> <p><b>Want to Donate a "Ruff"le Prize?</b></p> <p>Recognition for Raffle Prize Donations will be based on value of donation.<br/>Email us to Coordinate Pick Up</p> </div> </div> |                       |                         |                   |

\* Dependent on timing of commitment and when publicized/printed/updated, T-shirt deadline is September 1, 2021

| Donor's Information                                                                                                                                      |                                                                                                                                              |                                                                                                                                                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Business/Organization _____                                                                                                                              | Phone _____                                                                                                                                  |                                                                                                                                                                   |
| Contact Name _____                                                                                                                                       | Email _____                                                                                                                                  |                                                                                                                                                                   |
| Are you interested in setting up a Vendor Booth if we offer? <input type="checkbox"/> Yes <input type="checkbox"/> No                                    |                                                                                                                                              |                                                                                                                                                                   |
| Level of Sponsorship:                                                                                                                                    | Sponsored Paddlers                                                                                                                           | Mini-Ad Requirements:                                                                                                                                             |
| _____ Life Saver – \$1000+<br>_____ Pack Leader – \$500+<br>_____ Litter lovin' – \$250+<br>_____ Paw Pal – \$100+<br>_____ "Ruff"le Donor – \$25+ value | <p>Your Sponsored Paddler(s) can register at <a href="http://www.fjcasp.com">www.fjcasp.com</a> and notate your company name as sponsor.</p> | <ul style="list-style-type: none"> <li>&lt;15 seconds</li> <li>Sent via Facebook messenger</li> <li>Mention Friends and/or Paddle for Paws Poker Float</li> </ul> |

**Mail Checks & Form to:** FJCASP (using address above) **OR Pay Via PayPal** ([fjcasp@gmail.com](mailto:fjcasp@gmail.com)) **or Venmo** (fjcasp)  
**Email Logos, Questions, Sponsored Paddler Names, and Raffle Pick-Up Requests to:** [fjcaspfundraiser@gmail.com](mailto:fjcaspfundraiser@gmail.com)

***ALL donations are used toward the animals we rescue.***

With the cost of Shelter Pull Fees, Microchips, Heartworm Test, Vaccinations, Rabies, Preventatives (Flea/Tick/Wormers), we spend approximately \$100 - \$125 per HEALTHY animal. However, the majority of the animals we rescue require additional medical expenses, so our adoption fees only cover the bare minimum.

***Thank you for your donations!***

Friends of the Jackson County Animal Shelter Pets is a 501c3 Organization so ALL donations are tax deductible

**It's Time to Register!**

**September 18, 2021**

from **Lighthouse Park, Pascagoula**

815 Cypress Ave., Pascagoula



**REGISTER NOW**  
**From Our Facebook Page**  
**@paddleforpawspokerfloat**

**Motorized Boats & Vehicles**  
are welcome too!

The Raffle is **OPEN** to the Public

**Other Stops:** Brady's, River Front Park, Huck's,  
Mary Walker Bayou & Bonus Water Stop

**\$35**

**Registration Fee**

Includes: 1 Game Card, 2 Raffle Tickets, 1 Meal  
and 1 Event T-Shirt (if registered by 9/1/21)

**Register by**  
**September 1**  
**to get a T-Shirt**

Additional Game Cards and Raffle Tickets Can Be Purchased @ Event so Bring Some Cash!

**ADOPTABLE Pets**

**Lots of Raffle Items!**

**Split-the-Pot**

**FOOD**

**& "Best Hand" Prizes**

Follow Us On Facebook @paddleforpawspokerfloat For Most Updated Info

9 a.m.  
Check-In Begins  
Raffle & Ticket Sales Open

3 p.m.  
Punch Cards DUE  
Raffle Closes

Followed by ...  
Raffle Drawings\*  
Split-the-Pot Drawing\*  
Best Hand Awarded

\*must be present to win drawings

**ALL Proceeds Benefit**



**FJCASP** is a 501c3 Non-Profit Animal Rescue  
Organization operated entirely by volunteers.  
In **2020**, our volunteers rescued, treated and saved  
the lives of **452 dogs and 147 cats**  
from the shelter and spent \$164K.

**100% of funds raised are used for the animals rescued by "Friends"**

**Want to be a Sponsor?**

Email [fjcaspfundraiser@gmail.com](mailto:fjcaspfundraiser@gmail.com) or [friendsofjcas@gmail.com](mailto:friendsofjcas@gmail.com)

**Event Schedule**  
**All @ Lighthouse Park**

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

**Council Meeting:**  
**Title:**

**August 17, 2021**  
**Request to waive the pavilion rental fee at the**  
**George Martin City Park for the First Methodist**  
**Church of Gautier's Bark in the Park & Blessing of**  
**Pets Event**

**Introduced by:**  
**Contact Person/Telephone**

**Chassity Bilbo 497-2244**

**Summary Explanation:** Authorization is requested by First Methodist Church of Gautier to waive the \$40.00 pavilion rental fee at the George Martin City Park Pavilion A for the Bark in the Park & Blessing of Pets Event on October 2, 2021 from 8:00 A.M. – 12:00 P.M. The church is exempt from Federal income tax under section 501 (c) (3) of the Internal Revenue Code.

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input checked="" type="checkbox"/> |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input type="checkbox"/>            |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**

**Approval**

|                        |                          |                 |                          |               |                          |                |                          |                 |                          |
|------------------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|
| <b>Motion Made by:</b> |                          |                 |                          |               |                          |                |                          |                 |                          |
| <b>Vaughan</b>         | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Gollott</b>  | <input type="checkbox"/> |
|                        |                          |                 |                          |               |                          |                |                          | <b>Anderson</b> | <input type="checkbox"/> |
|                        |                          |                 |                          |               |                          |                |                          |                 | <b>Elbin</b>             |
|                        |                          |                 |                          |               |                          |                |                          |                 | <input type="checkbox"/> |

|                        |                          |                 |                          |               |                          |                |                          |                 |                          |
|------------------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|
| <b>Second Made by:</b> |                          |                 |                          |               |                          |                |                          |                 |                          |
| <b>Vaughan</b>         | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Gollott</b>  | <input type="checkbox"/> |
|                        |                          |                 |                          |               |                          |                |                          | <b>Anderson</b> | <input type="checkbox"/> |
|                        |                          |                 |                          |               |                          |                |                          |                 | <b>Elbin</b>             |
|                        |                          |                 |                          |               |                          |                |                          |                 | <input type="checkbox"/> |

| <b>Voted as follows:</b> |                 | <b>AYES</b>              | <b>NAYS</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Gollott</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Elbin</b>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**

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

**RESOLUTION NUMBER 000-2021**

**WHEREAS**, First United Methodist Church of Gautier will host a Bark in the Park & Blessing of Dogs event to be held at the George Martin City Park Pavilion A on October 2, 2021 from 8:00 A.M. – 12:00 P.M.; and

**WHEREAS**, First United Methodist Church of Gautier has requested that the City waive the pavilion rental fee in the amount of \$40.00; and

**WHEREAS**, the Mayor and Members of the Council have determined that First United Methodist Church of Gautier is tax exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code; and

**WHEREAS**, First United Methodist Church of Gautier has received more than the total amount waived by the City (\$40.00) in the form of federal, state or private funding which will be used for this event;

**WHEREAS**, the Mayor and Members of the Council of the City of Gautier, Mississippi, have determined that this event promotes unity and pride within the community. Activities such as this promote the resources available in the City of Gautier.

**BE IT RESOLVED**, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by First United Methodist Church to waive the pavilion rental fee in the amount of \$40.00 for the Bark in the Park & Blessing of Dogs event to be held at the George Martin City Park Pavilion A on October 2, 2021 from 8:00 A.M. – 12:00 P.M. is hereby approved and authorized; and

**BE IT FURTHER RESOLVED THAT**, the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

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

**AYES:**

**NAYS:**

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi,  
at the meeting of August 17, 2021.



**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Chassity Bilbo, Recreation Director  
**Date:** 08/09/2021  
**Subject:** Request to waive rental fees at George Martin City Park Pavilion A for First United Methodist Church of Gautier's Bark in the Park & Blessing of Pets Event

---

**REQUEST:**

First United Methodist Church of Gautier requests City Council to waive the \$40 pavilion rental fee required for the Bark in the Park & Blessing of Dogs event to be held at George Martin City Park on October 2, 2021 from 8:00 a.m. – 12:00 p.m.

**BACKGROUND:**

First United Methodist Church of Gautier would like to host its annual Bark in the Park & Blessing of Pets event at George Martin City Park on October 2nd 8 a.m. – 12 p.m. The City currently reserves the pavilions in the following time slots: 8-12, 12-4, and 4-8. The request to waive rental fee will cover the 8-12 time period.

**DISCUSSION:**

The City recognizes events, such as the Bark in the Park & Blessing of Pets, promote a sense of unity and pride within the community. Furthermore, activities such as this help keep our youth and residents inside our beautiful city and help promote the resources available at George Martin City Park.

**RECOMMENDATION:**

The Parks & Recreation Department has determined that it is in the best interest of the City to waive all associated fees, as this event is an economic tool that brings into favorable notice the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

1. Approve the fee waivers for the Bark in the Park & Blessing of Pets as requested; or
2. Not approve to waive fees for the Bark in the Park & Blessing of Pets as requested.

**ATTACHMENTS:**

1. Consent Agenda Item 6- Request to waive rental fees at George Martin City Park Pavilion A for First United Methodist Church of Gautier's Bark in the P
2. Consent Agenda Item 6 - Memo - Request to waive rental fees at George Martin City Park Pavilion A for First United Methodist Church of Gautier's Bark
3. Pavilion Request
4. Bark in the park letter

Sent to Chassidy  
for approval

## GAUTIER PARKS AND RECREATION

### George Martin City Park Pavilion Request

DATE OF APPLICATION: July 26, 2021 Pavilion "A"

ORGANIZATION OR INDIVIDUAL NAME: Bonnie L. Dodson

NAME OF APPLICANT: First United Methodist Church of Gautier CONTACT PHONE: 228-623-4490

CONTACT ADDRESS: 2420 Orch Lane  
Gautier, MS 39553

TYPE OF EVENT: Park in the Park & Blessing of Pets

DATE(S) APPLIED FOR: Oct 2, 2021 FACILITIES APPLIED FOR: Pavilion A

SET-UP TIME: 8:00 AM CLOSE TIME: 12:00

IT IS HEREBY AGREED between the City of Gautier Parks and Recreation Department and the above party the facility named is reserved on

July 26, 2021

The person requesting this permit agrees:

1. To personally accept responsibility for any damage done to the facility or equipment by persons in his/her group during the reserved period of time.
2. To maintain order and control over persons in the group.
3. To abide by all policies and procedures of the Gautier Parks and Recreation Department as well as those policies regulating this facility.
4. There is **NO** alcohol allowed on City property, **NO** water slides, **NO** farm animals, or any other type of instrument that would require water.

Failure to comply with all the terms of these regulations or violations of any federal, state or municipal law, ordinance or regulation in conjunction with the use of this facility will result in immediate cancellation of the privilege of using this facility and will be grounds for future denial of similar reservations or permits.

The rental fee for residents of the City of Gautier is \$40.00. The rental fee for non-residents of the City of Gautier is \$40.00. Rental fees will not be refunded due to weather conditions. Fees are only refunded if the park is closed by the City of Gautier for any reason.

I hereby agree that I have read and understood all the regulations and policies governing the use of the above named facility.

Signature: Bonnie L. Dodson

Date 7/27/21

## ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

We, the First United Methodist Church of Gautier, as part of the consideration for renting, leasing, or  
(Name of liable person, or group)

otherwise using the Overlook "A" facility agree to assume full responsibility and liability for any and all risk if loss by theft, vandalism, destruction, or otherwise, of any and all items of personal property belonging to the organization, group or members thereof while in and about said facility, regardless of whether or not said loss relates to, or arises out of, the use of said facility and, in addition, said person or group agrees to indemnify and hold the City of Gautier, its agents and servants, and employee's harmless from and against all claims and expenses for same, including attorney fees.

This the 27 day of July, 2021

[Signature]  
Authorized Signature

Bonnie Y. Dodwin  
Witness

### OFFICE USE ONLY

Rental Fee ( ) \$40.00 Resident ( ) \$40.00 Non-Resident Receipt # / Date Received July 26, 2021

Approved ( ) Yes ( ) No Signature: [Signature] Date: Oct 2, 2021

Comments: \_\_\_\_\_

**From:** [cfloyd@securenetworkslc.com](mailto:cfloyd@securenetworkslc.com) on behalf of [Cora Floyd](#)  
**To:** [chilbo@gautier-ms.gov](mailto:chilbo@gautier-ms.gov)  
**Subject:** FW: Bark in the park  
**Date:** Tuesday, July 27, 2021 5:01:50 PM

---

Chass, Please see attached letter.

---

**From:** Jeryn Bates <jeryn@gautierfumc.com>  
**Sent:** Tuesday, July 27, 2021 4:58 PM  
**To:** cfloyd@gautier-ms.gov  
**Subject:** Bark in the park



P.O. Box 127 | 2712 Hwy 90  
Gautier, MS 39553  
228-497-1698  
[jeryn@gautierfumc.com](mailto:jeryn@gautierfumc.com)

Jul 27, 2021

City Council  
Mayor Casey Vaughn  
3330 Hwy 90  
Gautier, MS 39553

Dear Mayor Vaughn,

Here at First United Methodist Church of Gautier, we are looking forward to the Bark in the Park/ Blessing of the Pets event on October 2, 2021 during the hours of 8am-12pm. As a 501©(3) organization, we have received more than \$85 in charitable donations from an outside funding source to make this event possible. We look forward to the continued partnership with the City.

Blessings in Christ

Bonnie Godwin

Family Ministries Coordinator

--  
Jeryn Frederic-Bates  
Office Manager  
Gautier First United Methodist Church  
228-497-1698



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

**Council Meeting:**  
**Title:**

**August 17, 2021**  
**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 3, 2021.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

|                        |                          |                 |                          |               |                          |                |                          |                 |                          |
|------------------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|
| <b>Motion Made by:</b> |                          |                 |                          |               |                          |                |                          |                 |                          |
| <b>Vaughan</b>         | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Gollott</b>  | <input type="checkbox"/> |
|                        |                          |                 |                          |               |                          |                |                          | <b>Anderson</b> | <input type="checkbox"/> |
|                        |                          |                 |                          |               |                          |                |                          |                 | <b>Elbin</b>             |
|                        |                          |                 |                          |               |                          |                |                          |                 | <input type="checkbox"/> |

|                        |                          |                 |                          |               |                          |                |                          |                 |                          |
|------------------------|--------------------------|-----------------|--------------------------|---------------|--------------------------|----------------|--------------------------|-----------------|--------------------------|
| <b>Second Made by:</b> |                          |                 |                          |               |                          |                |                          |                 |                          |
| <b>Vaughan</b>         | <input type="checkbox"/> | <b>Colledge</b> | <input type="checkbox"/> | <b>George</b> | <input type="checkbox"/> | <b>Jackson</b> | <input type="checkbox"/> | <b>Gollott</b>  | <input type="checkbox"/> |
|                        |                          |                 |                          |               |                          |                |                          | <b>Anderson</b> | <input type="checkbox"/> |
|                        |                          |                 |                          |               |                          |                |                          |                 | <b>Elbin</b>             |
|                        |                          |                 |                          |               |                          |                |                          |                 | <input type="checkbox"/> |

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Gollott</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Elbin</b>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**

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

**ORDER NUMBER 000-2019**

**WHEREAS**, the 25<sup>th</sup> Annual Cruisin' the Coast will be held October 3, 2021 through October 10, 2021 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 Chevron Pascagoula Refinery (\$1,000) and Seymour Engineering (\$2,500); 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 Chevron Pascagoula Refinery (\$1,000) and Seymour Engineering (\$2,500) for the City of Gautier's Cruisin' Through the Decades Event to be held October 3, 2021 starting at 4:00 P.M. is hereby approved.

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

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

**AYES:**

**NAYS:**

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi,  
at the meeting of August 17, 2021.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Chassity Bilbo, Recreation Director  
**Date:** 08/09/2021  
**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 donation for the City of Gautier's Cruisin' Through the Decades Event held on October 3, 2021.

**BACKGROUND:**

The 25th Annual Cruisin' the Coast will be held Oct. 3 – 10, 2021 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 3, 2021 starting at 4 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. Silver Sponsor - \$1,000- Chevron Pascagoula Refinery
2. Gold Sponsor - \$2,500- Seymour 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. Seymour and Chevron



Chevron Products Company  
A Division of Chevron U.S.A. Inc.  
P.O. Box 6042  
San Ramon CA 94583

62-20  
311

No. 0024130449

07/23/2021

PAY TO CITY OF GAUTIER MISSISSIPPI  
ORDER OF P O BOX 670  
GAUTIER MS 39553-5124

\$\$\$\$\$\$\$\$\$\$\$1,000.00

NOT VALID AFTER 1 YEAR

**Chevron**  
AUTHORIZED SIGNATURE

One Thousand and 00/100 Dollars

CITIBANK, N.A.  
ONE PENN'S WAY, NEW CASTLE, DE 19720



CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

**SEYMOUR ENGINEERING, PLLC**  
925 TOMMY MUNRO DRIVE  
SUITE G  
BILOXI, MS 39532  
(228) 385-2350

BancorpSouth Bank  
BILOXI, MS 39530  
85-127/842

8856

8/2/2021

PAY TO THE  
ORDER OF CITY OF GAUTIER

\$\*\*2,500.00

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

PROTECTED AGAINST FRAUD

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



*Chassity Bilbo*



MEMO

CRUISING THE COAST - GOLD SPONSOR





**CITY OF GAUTIER**  
**Consent Agenda Item #8**  
**Fact Sheet**

**Council Meeting:**  
**Title:**

**August 17, 2021**  
**Approval of Sponsorship for the 2021 Gautier**  
**Mullet & Music Festival**

**Introduced by:**  
**Contact Person/Telephone**

**Chassity Bilbo 497-2244**

---

**Summary Explanation: Approval of Sponsorship for the 2021 Gautier Mullet and Music Festival**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input checked="" type="checkbox"/> |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

|                 |                          |          |                          |        |                          |         |                          |         |                          |          |                          |       |                          |
|-----------------|--------------------------|----------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|-------|--------------------------|
| Motion Made by: |                          |          |                          |        |                          |         |                          |         |                          |          |                          |       |                          |
| Vaughan         | <input type="checkbox"/> | Colledge | <input type="checkbox"/> | George | <input type="checkbox"/> | Jackson | <input type="checkbox"/> | Gollott | <input type="checkbox"/> | Anderson | <input type="checkbox"/> | Elbin | <input type="checkbox"/> |

|                 |                          |          |                          |        |                          |         |                          |         |                          |          |                          |       |                          |
|-----------------|--------------------------|----------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|-------|--------------------------|
| Second Made by: |                          |          |                          |        |                          |         |                          |         |                          |          |                          |       |                          |
| Vaughan         | <input type="checkbox"/> | Colledge | <input type="checkbox"/> | George | <input type="checkbox"/> | Jackson | <input type="checkbox"/> | Gollott | <input type="checkbox"/> | Anderson | <input type="checkbox"/> | Elbin | <input type="checkbox"/> |

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Gollott</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Elbin</b>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**

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

**ORDER NUMBER 000-2021**

**WHEREAS**, the Gautier Mullet and Music Festival will be held on October 23, 2021; and

**WHEREAS**, the Gautier Mullet and Music Festival has requested that the City sponsor the event by providing in-kind services, including but not limited to the following:

- i) Advertisement of the event on the City's electronic signs;
- ii) Provision of traffic control at the event (2 officers with an all-terrain vehicle);
- iii) Provision of 4 sets of bleachers;
- iv) Banner placement at the highway city entrances and other designated locations;
- v) Provision of the 16X16 wooden stage;
- vi) Provision of the large and small tents;
- vii) Provision of 4 - night light plants;
- viii) Provision of 8 Tables and Chairs
- ix) Provision of setting up and taking down barricades / orange netting
- x) \$1,000 sponsorship for insurance cost
- xi) Use of the Singing River Mall Property site

**WHEREAS**, in exchange for these services, the City of Gautier will be recognized as a sponsor of this event; and

**WHEREAS**, the Mayor and Members of the Council have determined that the sponsorship of the 2021 Gautier Mullet & Music Festival is an economic development tool to bring favorable notice, opportunities, possibilities and resources to the City of Gautier; and

**WHEREAS**, in the judgment of the Council, the sponsorship will be helpful toward advancing the moral, financial and other interests of the City.

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi that the sponsorship described above is hereby approved.

**IT IS FURTHER ORDERED** that, as an additional form of sponsorship, the Singing River Mall Site, currently leased by the City, will be made available as the location for the 2021 Gautier Mullet & Music Fest pursuant to the previously approved Limited Use Agreement.

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

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

**AYES:**

**NAYS:**

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 17, 2021.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** Chassity Bilbo, Recreation Director  
**Date:** 08/09/2021  
**Subject:** 2021 Gautier Mullet & Music Festival Sponsorship

---

**REQUEST:**

The Recreation Department has received a request from the Gautier Mullet and Music Festival Committee to sponsor the 2021 Gautier Mullet and Music Festival by providing in-kind services.

**BACKGROUND:**

The 31st Annual Gautier Mullet and Music Festival will be held on Saturday, October 23rd from 9:00 a.m. to 9:00 p.m. The free event features arts and craft vendors, live entertainment, heritage and educational displays, children's area, classic cars, and food booths.

**DISCUSSION:**

Gautier Mullet and Music Festival have requested that the City sponsor the event by providing in-kind services, including but not limited to the following:

1. Advertisement of the event on the City's electronic signs
2. Provision of traffic control and fire department at the event (2 officers with an all-terrain vehicle);
3. Provision of 4 sets of bleachers
4. Banner placement at the highway city entrances and other designated locations
5. Provision of the 16X16 wooden stage
6. Provision of the large and small tents
7. Provision of 4-night light plants
8. Provision of 8 Tables and Chairs
9. Provision of setting up and taking down barricades/ orange netting
10. \$1,000 sponsorship for insurance cost
11. Use of the Singing River Mall Site

**RECOMMENDATION:**

The Recreation Department has determined that it is in the best interest of the City to provide in-kind services for the festival as this event is an economic tool that brings into favorable notices the opportunities, possibilities, and resources of the City of Gautier.

City Council may:

- 1) Approve all in-kind services as listed above for the 2021 Gautier Mullet & Music Festival as requested;
- 2) Approve in-kind services with amendments
- 3) Not approve in-kind services for the 2021 Gautier Mullet & Music Festival as requested.

**ATTACHMENTS:**

1. Special Event Application



# CITY OF GAUTIER

## SPECIAL EVENT PERMIT APPLICATION

Submit This Form to the City Clerk Office at least thirty (30) days prior to requested event.

(Please print or type all information below)

Event Information:  
Date of Event 10/23/2021 Day or Week SATURDAY Starting Time 9:00 AM/PM  
Ending Time: 9:00 AM/PM Proposed Location of the Event: DOLPHIN @ OLD MALL, HWY 90  
Describe the type of event to be conducted: FESTIVAL

Reason for Event, Demonstration or March:

GAUTIER MULLETT & MUSIC FESTIVAL  
(ANNUAL FALL FESTIVAL)

If Event includes a city property or streets, give proposed route:

- |    | (Street)                                 | (Direction Turn)       | (Street) |
|----|------------------------------------------|------------------------|----------|
| 1. | <u>DOLPHIN</u>                           | <u>NORTH OF HWY 90</u> |          |
| 2. | <u>OLD MALL ROAD/PROPERTY - WEST END</u> |                        |          |
| 3. | <u>EXTENDED PAST FOUNTAIN EASTWARD</u>   |                        |          |
| 4. |                                          |                        |          |
| 5. | <u>(SAME AS LAST YEAR)</u>               |                        |          |

ATTACH A DETAILED MAP OF THE PROPOSED ROUTE IF REQUESTING A STREET CLOSURE FOR THE EVENT, ATTACH A LIST OF THE ADJACENT BUSINESS OWNERS

Applicant Information:

Organization: GAUTIER MULLETT & MUSIC FEST Phone: (228) 218-6649  
Name: P.O. BOX 852, GAUTIER, MS 39553  
Address: GAUTIER City MS State 64-8827574 Zip  
Type of Organization: CIVIC Profit: Non-Profit Federal ID#

Individual Making Application for Organization:

Name: GUY CAGNOLATTI Phone (Home): (228) 218-6649  
Address: 1908 SHADY POINT CIRCLE Phone (Work): ( )  
City: GAUTIER State: MS Zip Code: 39553  
Position with Organization:

Individual(s) Responsible for keeping order and maintenance:

Name: WESLEY WARD Phone (H): (228) 257-3168 (W) ( )  
Name: DAVID DIBOWA Phone (W): (228) 218-9272 (W) ( )

Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

Requirements of Applicant:

|                                            |                                                |                                           |
|--------------------------------------------|------------------------------------------------|-------------------------------------------|
| <input type="checkbox"/> Security          | <input type="checkbox"/> Clean up During Event | <input type="checkbox"/> Staging          |
| <input type="checkbox"/> Traffic Direction | <input type="checkbox"/> Clean up After Event  | <input type="checkbox"/> Fencing          |
| <input type="checkbox"/> Barricades        | <input type="checkbox"/> Trash Receptacles/Bag | <input checked="" type="checkbox"/> Other |
| <input type="checkbox"/> Set Up Barricades |                                                |                                           |

SEE LIST PROVIDED

In applying for this permit, I the undersigned, as the responsible individual of the above named organization; AGREE TO HOLD THE CITY OF GAUTIER FREE AND HARMLESS OF ANY LIABILITY WHICH MAY RESULT FROM SAID EVENT, AND ACCEPT FULL RESPONSIBILITY FOR ANY SUCH LIABILITY.

Applicant's Signature:

Guy M Cagnolatti

Date: 6/24/21

FOR OFFICE USE ONLY

Date Rec'd: June 25, 2021 Received By: [Signature]

Event has been: Approved

Disapproved:  Approval/Disapproval Authority

Date:



## **GAUTIER MULLET AND MUSIC FEST OCTOBER 23, 2021**

List of "In Kind" services from the City of Gautier that GMMF is requesting:

1. Announcements on flashing yellow signs on Gautier Vancleave Rd. and Hwy. 90 two weeks prior to festival. Also, City Hall "Movie" sign.
2. Police security/traffic control and fire department presence day of festival.
3. Bleachers – 4 sets.
4. Setting up and taking down barricades, orange plastic fencing as required.
5. Banner placement – 4 X 8, city hwy entrances, large banner over Dolphin Rd.
6. Large and small tent set up, take down – 30X50 & 20X20.
7. 4 each Night Light Plants.
8. 8 Tables with Chairs from Senior Center.
9. \$1.000 sponsorship to cover expenses - insurance.

### **Administrative**

10. Special Event Permit Approval.
11. Mall Property Usage Agreement/Authorization if required.
12. Coordinated Ambulance service – GMMF arranging through Acadian Ambulance Service.

**CITY OF GAUTIER**  
**Consent Agenda Item #9**  
**Fact Sheet**

**Council Meeting:**

**August 17, 2021**

**Title:**

**Authorization to purchase two 2012 Harley Davidson  
 Electra Glide Motorcycles from the City of Moss Point**

**Introduced by:**

**Contact Person/Telephone**

**Chief Danny Selover 497-8007**

---

**Summary Explanation: Authorization to purchase two 2012 Harley Davidson Electra Glide  
 Motorcycles from the City of Moss Point for \$8,000 each.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**

**Approval**

**Motion Made by:**

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

**Second Made by:**

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

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Gollott</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Elbin</b>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**

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

**ORDER NUMBER 000-2021**

**WHEREAS**, The City of Moss Point owns two 2012 Harley Davidson Electra Glide Motorcycles with 4,000 miles on each motorcycle, new tires and brakes, equipped with lighting and radar units, for which they no longer have any use; and

**WHEREAS**, the City of Moss Point Police Department has indicated these items are available for the City of Gautier to acquire;

**WHEREAS**, the City Manager has requested approval to purchase these items from The City of Moss Point for \$16,000; and

**WHEREAS**, pursuant to Miss. Code Ann. Section 31-7-13(m)(iv), the City of Moss Point may sell these items to the City of Gautier for an amount below fair market value so long as the sale is in the best interests of the taxpayers of the State of Mississippi; and

**WHEREAS**, the Mayor and Council Members hereby find that these purchases would be in the best interests of the City and the taxpayers of the State of Mississippi;

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the purchases of two 2012 Harley Davidson Electra Glide motorcycles from the City of Moss Point are hereby approved.

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

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

**AYES:**

**NAYS:**

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi,  
at the meeting of August 17, 2021.

**CITY OF GAUTIER  
MEMORANDUM**

**TO:** Mayor and City Council

**FROM:** Danny Selover  
Chief of Police

**THRU:** Paula Yancey  
City Manager

**DATE:** August 17, 2021

**SUBJECT:** Request permission to purchase two Harley Davidson Electra glide motorcycles

---

**REQUEST:**

The Gautier Police Department is seeking authorization from the City Council to purchase two (2) used 2012 Harley Davidson Electra glide motorcycles from the City of Moss Point Police Department for the price of \$8,000.00 each.

**BACKGROUND:**

The Moss Point Police Department are considering them surplus. The Gautier Police Department would benefit from the use of these two motorcycles for public safety initiatives, specifically for traffic control and traffic enforcement.

**DISCUSSION:**

The Moss Point Police Department purchased the two motorcycles new in 2012. Currently they have very low mileage (@4,000 miles each) new tires, and brakes. They will also be equipped with lighting and radar units. The 2020 Harley Davidson electric glide motorcycles will cost approximately \$18,000.00 each.

**RECOMMENDATION:**

The City Council allow the Gautier Police Department to purchase two (2) Harley Davidson motorcycles from the City of Moss Point Police Department for \$16,000 and place them on our insurance and master inventory.

**ATTACHMENTS:**



**CITY OF GAUTIER**  
**Consent Agenda Item #10**  
**Fact Sheet**

**Council Meeting:** August 17, 2021  
**Title:** Approval of water and sewer adjustments dated August 11, 2021 in the amount of \$4,637.66

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

**Summary Explanation:** Approval of water and sewer adjustments dated August 11, 2021 in the amount of \$4,637.66.

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract</b>                | <input type="checkbox"/>            |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**  
**Approval**

**Motion Made by:**

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

**Second Made by:**

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

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Gollott</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Elbin</b>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**

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

**ORDER NUMBER 000-2021**

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

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

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

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated August 2021 in the amount of \$4,637.66 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 August 17, 2021.

| August 2021 #2 UTILITY ADJUSTMENTS      |              |              |            |                 |            |          |                          |
|-----------------------------------------|--------------|--------------|------------|-----------------|------------|----------|--------------------------|
| THESE FOLLOW POLICY/ RECOMMEND APPROVAL |              |              |            |                 |            |          |                          |
| ACCT #                                  | 100<br>WATER | 400<br>SEWER | 195<br>L/C | 130<br>CAPACITY | 800<br>TAX | ADJ      | REASON FOR<br>ADJUSTMENT |
| 003-06101-004                           |              | 69.28        | 35.00      |                 |            | 104.28   | Water Line               |
| 003-30201-000                           |              | 220.70       | 70.00      |                 |            | 290.70   | Faucet outside           |
| 003-31251-002                           |              | 146.60       |            |                 |            | 146.60   | Pool Fill                |
| 005-00801-005                           |              | 58.18        |            |                 |            | 58.18    | Pool Fill                |
| 011-13501-000                           |              | 326.90       | 35.00      |                 |            | 361.90   | Sod                      |
| 011-13801-000                           |              | 487.48       |            |                 |            | 487.48   | Damaged Spigot           |
| 013-17201-000                           |              | 101.84       |            |                 |            | 101.84   | Pool Fill                |
| 015-11701-000                           |              | 166.78       |            |                 |            | 166.78   | Pool Fill                |
| 015-13401-000                           |              | 68.54        |            |                 |            | 68.54    | Pool Fill                |
| 015-17001-000                           |              | 77.43        |            |                 |            | 77.43    | Pool Fill                |
| 015-17901-004                           |              | 158.74       |            |                 |            | 158.74   | Pool Fill                |
| 016-27701-000                           |              | 31.91        |            |                 |            | 31.91    | Pool Fill                |
| 017-07801-006                           |              | 98.67        | 70.00      |                 |            | 168.67   | Pool Fill                |
| 017-24801-003                           |              | 37.73        | 35.00      |                 |            | 72.73    | Faucet                   |
| 020-53901-010                           |              | 70.67        |            |                 |            | 70.67    | Pool Fill                |
| 025-08001-006                           |              | 143.57       | 35.00      |                 |            | 178.57   | Pool Fill                |
| 027-09701-000                           |              | 53.56        |            |                 |            | 53.56    | Pool Fill                |
| 027-19801-000                           |              | 78.53        | 35.00      |                 |            | 113.53   | Pool Fill                |
| 083-02601-001                           |              | 73.18        | 35.00      |                 |            | 108.18   | Pool Fill                |
| 089-10601-005                           |              | 28.96        |            |                 |            | 28.96    | Pool Fill                |
| 090-04951-000                           | 340.93       | 736.77       | 140.00     |                 |            | 1,217.70 | Water Line               |
| 098-00601-002                           |              | 42.46        |            |                 |            | 42.46    | Pool Fill                |
| 098-13301-002                           |              | 39.50        |            |                 |            | 39.50    | Pool Fill                |
| 116-07901-001                           | 148.50       | 305.25       | 35.00      |                 |            | 488.75   | Water Line               |
|                                         |              |              |            |                 |            |          |                          |
|                                         |              |              |            |                 |            |          |                          |
|                                         |              |              |            |                 |            |          |                          |
|                                         |              |              |            |                 |            |          |                          |
|                                         |              |              |            |                 |            |          |                          |
| TOTAL                                   | 489.43       | 3,623.23     | 525.00     | 0.00            | 0.00       | 4,637.66 |                          |
| COMPLETED                               |              |              |            |                 |            |          |                          |

**CITY OF GAUTIER**  
**Consent Agenda Item #11**  
**Fact Sheet**

**Council Meeting:**  
**Title:**

**August 17, 2021**  
**Authorization to enter into a Sub-award Agreement with the Mississippi Department of Environmental Quality for the RESTORE Act funding for Old Spanish Trail/Gautier Vancleave Road sewer improvements (Updated)**

**Introduced by:**  
**Contact Person/Telephone**

**April Stennett 497-8000 Ext. 317**

---

**Summary Explanation: Authorization to enter into a Sub-award Agreement with the Mississippi Department of Environmental Quality for the RESTORE Act funding for Old Spanish Trail/Gautier Vancleave Road sewer improvements.**

**EXHIBITS FOR REVIEW**

|                                |                                     |
|--------------------------------|-------------------------------------|
| <b>Resolution</b>              | <input type="checkbox"/>            |
| <b>Ordinance</b>               | <input type="checkbox"/>            |
| <b>Contract/Agreement</b>      | <input checked="" type="checkbox"/> |
| <b>Minutes</b>                 | <input type="checkbox"/>            |
| <b>Plan Maps</b>               | <input type="checkbox"/>            |
| <b>Order</b>                   | <input checked="" type="checkbox"/> |
| <b>Other</b>                   | <input type="checkbox"/>            |
| <b>Submittal Authorization</b> | <b>City Manager</b>                 |

**Staff Recommendation:**

**Approval**

**Motion Made by:**

|         |                          |          |                          |        |                          |         |                          |         |                          |          |                          |       |                          |
|---------|--------------------------|----------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|-------|--------------------------|
| Vaughan | <input type="checkbox"/> | Colledge | <input type="checkbox"/> | George | <input type="checkbox"/> | Jackson | <input type="checkbox"/> | Gollott | <input type="checkbox"/> | Anderson | <input type="checkbox"/> | Elbin | <input type="checkbox"/> |
|---------|--------------------------|----------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|-------|--------------------------|

**Second Made by:**

|         |                          |          |                          |        |                          |         |                          |         |                          |          |                          |       |                          |
|---------|--------------------------|----------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|-------|--------------------------|
| Vaughan | <input type="checkbox"/> | Colledge | <input type="checkbox"/> | George | <input type="checkbox"/> | Jackson | <input type="checkbox"/> | Gollott | <input type="checkbox"/> | Anderson | <input type="checkbox"/> | Elbin | <input type="checkbox"/> |
|---------|--------------------------|----------|--------------------------|--------|--------------------------|---------|--------------------------|---------|--------------------------|----------|--------------------------|-------|--------------------------|

| <b>Voted as follows:</b> |                 | <b>Ayes</b>              | <b>Nays</b>              | <b>Abstained</b>         | <b>Absent</b>            |
|--------------------------|-----------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <b>Mayor</b>             | <b>Vaughan</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>At Large</b>          | <b>Colledge</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 1</b>            | <b>George</b>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 2</b>            | <b>Jackson</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 3</b>            | <b>Gollott</b>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 4</b>            | <b>Anderson</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>Ward 5</b>            | <b>Elbin</b>    | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**Action Taken:**

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

**ORDER NUMBER 000-2021**

**WHEREAS**, the City of Gautier has been awarded a \$2.3 million grant by the Mississippi Department of Environmental Quality (MDEQ) as part of the Mississippi Gulf Coast Water Quality Improvement Program; and

**WHEREAS**, the city will install a new sanitary sewer system consisting of gravity lines, force mains, and a lift station to transport the sewer to the existing wastewater treatment plant, with the new lines being installed along Old Spanish Trail and Gautier Vancleave Road; and

**WHEREAS**, the former grant has expired. Under this new agreement, the grant's period of performance will run through June 26, 2019 to June 30, 2022, and the total awarded funds are \$2,307,450. Funds will be reimbursed on a monthly basis. The grant award number is 20-00013. The CFDA number is 21.015; and

**WHEREAS**, the Mayor and Council Members hereby find that entering this Sub-award agreement is in the best interest of the City of Gautier; and

**IT IS HEREBY ORDERED** by the Mayor and Members of the Council of the City of Gautier, Mississippi that the Sub-award Agreement with the Mississippi Department of Environmental Quality (MDEQ) for RESTORE Act funding for work associated with the Old Spanish Trail/Gautier Vancleave Road sewer improvements is approved.

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

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

**AYES:**

**NAYS:**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**



**BLANK** by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 17, 2021.

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** April Stennett, Grants and Projects Director  
**Date:** 08/11/2021  
**Subject:** RESTORE Act Sub-award Agreement with the Mississippi Department of Environmental Quality (Updated)

---

**REQUEST:**

The Grants and Projects Department requests City Council approval to enter into a sub-award agreement with the Mississippi Department of Environmental Quality for RESTORE Act funding for Old Spanish Trail/Gautier Vancleave Road sewer improvements.

**BACKGROUND:**

The City of Gautier has been awarded a \$2.3 million grant by the Mississippi Department of Environmental Quality as part of the Mississippi Gulf Coast Water Quality Improvement Program. The city will install a new sanitary sewer system consisting of gravity lines, force mains, and a lift station to transport the sewer to the existing wastewater treatment plant. The new lines will be installed along Old Spanish Trail and Gautier Vancleave Road.

**DISCUSSION:**

The former grant agreement has expired. Under this new agreement, the grant's period of performance will run June 26, 2019 to June 30, 2022, and the total awarded funds are \$2,307,450. Funds will be reimbursed on a monthly basis. The grant award number is 20-00013. The CFDA number is 21.015.

**RECOMMENDATION:**

The Grants and Projects Department recommends that City Council approve entering into a sub-award agreement with the Mississippi Department of Environmental Quality for RESTORE Act funding for Old Spanish Trail/Gautier Vancleave Road sewer improvements.

The City Council may:

1. Authorize approval of the sub-award agreement as presented; or
2. Not authorize approval of the sub-award agreement.

**ATTACHMENTS:**

1. 22-00013 City of Gautier7.30.21

# MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

STATE OF MISSISSIPPI

MDEQ AGREEMENT NO. 22-00013

COUNTY OF HINDS

## SUB-AWARD AGREEMENT (GOVERNMENTAL ENTITIES)

This document is a Sub-Award Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”) and City of Gautier, DUNS 964447817 (“SUB-RECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work specified in Article 4, Scope of Work.

### **1. Source of the Funds**

The grant funds provided by this Agreement are made available pursuant to the Direct Component of the RESTORE Act, provided through the U.S. Department of the Treasury (“Treasury”) pursuant to Federal Award #RDCGR470064, CFDA #21.015, Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States (hereinafter referenced as “Federal Award”), awarded on September 20, 2018. This Federal Award is fully incorporated by reference into this Agreement as Attachment “A”, and is an integral part of this Agreement.

### **2. Project**

Under this Agreement, MDEQ agrees to disburse funds to SUB-RECIPIENT in accordance with the terms herein to pay the costs associated with SUB-RECIPIENT’s implementation of the project entitled “Mississippi Gulf Coast Water Quality Improvement Program: City of Gautier Old Spanish Trail Wastewater System Upgrades” (“Project”).

### **3. Purpose**

The purpose of this Project is to upgrade existing infrastructure in order to mitigate system failures in the designated project area.

### **4. Scope of Work**

SUB-RECIPIENT shall perform the tasks as described and identified in the workplan for the Project, which is fully incorporated as Attachment “B”, and is an integral part of this Agreement (the “Work”).

### **5. Terms and Conditions**

This Agreement and the SUB-RECIPIENT are subject to the terms and conditions of this Agreement, the terms and conditions of the Federal Award, including any Special Award

Condition and the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions under the Direct Component , a copy of which is attached hereto as Attachment “A”, the workplan for the Project, a copy of which is attached hereto as Attachment “B”, the Standard Sub-Award Terms and Conditions, a copy of which is attached hereto as Attachment “C” and fully incorporated herein by reference, and the RESTORE Act, 33 U.S.C. § 1321(t) *et seq.*, Treasury’s Regulations governing the RESTORE Act, 31 C.F.R. § 34 *et seq.*, 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 the SUB-RECIPIENT and as applicable, to its Contractors/Contracted Parties.

## **6. Period of Performance**

The Period of Performance shall commence on June 26, 2019 and shall end on June 30, 2022 (“Period of Performance”). The SUB-RECIPIENT 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, SUB-RECIPIENT determines, based on the work performed to date, that the work cannot be completed within the Period of Performance, SUB-RECIPIENT shall so notify MDEQ immediately in writing.

## **7. Consideration and Payment**

- A. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUB-RECIPIENT an amount not to exceed Two Million Three Hundred Forty Five Thousand Fifty One and 00/100 dollars (\$2,345,051.00) (the “Maximum Amount”).
- B. *Payment.* Subject to available funding, as set forth in the Standard Sub-Award Terms and Conditions and all other terms and conditions of this Agreement, MDEQ shall pay all properly-invoiced amounts due to SUB-RECIPIENT 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 SUB-RECIPIENT that includes work performed outside a one-year period from receipt of such invoice.
  - i. *Request for Payment.* SUB-RECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUB-RECIPIENT shall submit monthly Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to [invoices@mdeq.ms.gov](mailto:invoices@mdeq.ms.gov). 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 forty-five (45) days after the end date of this Agreement. The monthly Reimbursement Request shall include breakdowns of personnel, position, dates

worked, tasks performed, and total hours, salary, and fringe for each personnel cost included in the Reimbursement Request. SUB-RECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUB-RECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.
  2. SUB-RECIPIENT shall only request payment under this Agreement for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement;
  3. SUB-RECIPIENT shall not request payment under this Agreement for services the SUB-RECIPIENT or its contractors may provide under any other Sub-award or Contract.
  4. Any funds that are paid by MDEQ to the SUB-RECIPIENT that are not necessary for the completion of the Work in this Agreement must be returned to MDEQ within thirty (30) days from receiving MDEQ's written notification for return of funds.
  5. SUB-RECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUB-RECIPIENT 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 SUB-RECIPIENT 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 SUB-RECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUB-RECIPIENT 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 SUB-RECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.
- ii. Indirect Cost Rate. The current indirect cost rate is 0% for the SUB-RECIPIENT regarding this Agreement.



## **8. Progress Reports**

SUB-RECIPIENT shall provide required progress reports as determined by MDEQ.

## **9. Final Payment and Report**

Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by SUB-RECIPIENT, MDEQ shall not pay more than ninety-five percent (95%) of the Maximum Amount until such time as the SUB-RECIPIENT has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received MDEQ's written acceptance of such Final Report. Within forty-five (45) days after MDEQ's written acceptance of such Final Report, MDEQ shall disburse to SUB-RECIPIENT all or such portion of the five-percent (5%) holdback as is properly payable to SUB-RECIPIENT for Work performed under this Agreement. However, if MDEQ is satisfied that the Project is proceeding on schedule and on budget, MDEQ (acting in its sole discretion) may reduce the holdback from five-percent (5%).

When SUB-RECIPIENT has performed all the Work, SUB-RECIPIENT shall transmit to MDEQ a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by SUB-RECIPIENT to MDEQ within forty-five (45) days of Project completion. 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, the SUB-RECIPIENT shall execute and deliver to MDEQ a release of all claims, on a form provided by MDEQ, against MDEQ arising under, or by virtue of, this Agreement, except claims which are specifically exempted by the SUB-RECIPIENT to be set forth therein. 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 the SUB-RECIPIENT or its sureties under this Agreement.

## **10. Financial Management and Compliance**

MDEQ requires that the SUB-RECIPIENT 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 are 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, SUB-RECIPIENT shall redact, in accordance with 2. C.F.R. § 200.82, 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 Personally Identifiable Information (PII) that is required by law to be disclosed. (See also §200.79 PII). SUB-RECIPIENT and any Contracted Parties (as such term is defined in the "Contracts" provision 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 SUB-RECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUB-RECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUB-RECIPIENT 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, SUB-RECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUB-RECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment "D" and incorporated herein in its entirety.

## **11. Contracts**

SUB-RECIPIENT must notify MDEQ in writing prior to contracting any portion of the Work. MDEQ, in its sole discretion, shall have the right to reject the letting of any such contract. If MDEQ, in its sole discretion, determine that any proposed contractor of SUB-RECIPIENT under this Agreement has a conflict of interest with respect to Treasury, MDEQ, SUB-RECIPIENT or the Project, MDEQ shall have the right to reject the letting of any such contract. If any potential conflict of interest exists, the Parties will resolve it according to the applicable laws and regulations. MDEQ's failure to reject the letting of any contract under this Agreement shall not be deemed in any way to provide for the incurrence of any obligation of MDEQ in addition to the Funds. If SUB-RECIPIENT makes or issues any contract in coordination with this Agreement, then SUB-RECIPIENT will be deemed to have represented and warranted to MDEQ at each such time, in connection with such contract, as follows:

- A. in making such contract, SUB-RECIPIENT has complied with all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates, including, without limitation, those pertaining to procurement, acquisition, and other contracting actions by SUB-RECIPIENT;
- B. in making such contract, SUB-RECIPIENT has complied with its internal policies and procedures applicable to procurement, acquisition, or contracting actions;
- C. each contractor is qualified to perform the applicable Work and is authorized to do business in the State of Mississippi;
- D. each contractor is required under its agreement with SUB-RECIPIENT to perform the applicable Work within budgeted costs identified for such Work;

- E. each contractor has agreed to conduct its activities related to the Work in compliance with all terms and conditions of this Agreement, and all applicable State and Federal laws, regulations, rules, orders, and other governmental mandates;
- F. each contractor has agreed to obtain and maintain all appropriate bonds and insurance against liability for injury to persons or property from any and all activities undertaken by such contractor related to the Work in accordance with applicable state and federal laws, including, without limitation Miss. Code Ann. § 31-5-51; and
- G. no contractor has any conflict of interest with respect to MDEQ, Treasury, the SUB-RECIPIENT or the Project.

SUB-RECIPIENT 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 SUB-RECIPIENT's Contractors, and the Parties agree and acknowledge that, as between MDEQ and SUB-RECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUB-RECIPIENT. 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. Parties with whom contracts or sub-award agreements are entered into by the SUB-RECIPIENT 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, sub-recipient shall require all terms and conditions set forth in Attachment "E" attached hereto in all agreements between the sub-recipient and contracted parties, and their contracted sub-contractors.

## **12. Public Communications and Logo Usage**

Unless otherwise required by applicable law (based upon the reasonable advice of counsel), SUB-RECIPIENT shall not make any public announcements, communicate with any news media, or provide materials to the public related to this Agreement without first obtaining the written consent of MDEQ. This includes any materials prepared for presentations or materials prepared for distribution to the public. The Parties shall cooperate as to the timing and contents of any such announcement prior to any such communications to the public. The SUB-RECIPIENT must provide materials subject to this provision to MDEQ, for determination of approval, ten (10) days prior to the anticipated publication or other form of public release of such materials. This provision shall not be deemed to limit the SUB-RECIPIENT's ability to discuss this Agreement or Work in meetings required to be held as open meetings by Miss. Code Ann. § 25-41-1 *et seq.*, or as otherwise necessary to inform the public of the existence of the Project as is reasonably tailored to keep the public informed of project progress or to address public safety or planning concerns. This provision shall also not apply to any publications, notices, communications, transmittals or the like required of SUB-RECIPIENT to comply with its contractual obligations related to this Agreement,

for procurement of vendors, or compliance with applicable state, federal or local law applicable to the Agreement or Work.

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals), or signage produced with funds from this Agreement and the Federal Award, or informing the public about the activities funded in whole or in part by this Agreement and the Federal Award, must clearly display the following language: “This project was paid for [in part] with federal funding from the U.S. Department of the Treasury and the Mississippi Department of Environmental Quality under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act).” Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Agreement must display the following additional language: “The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury or the Mississippi Department of Environmental Quality.” The SUB-RECIPIENT is authorized to use the MDEQ logo only for the above-mentioned purposes. The SUB-RECIPIENT may not alter the MDEQ logo in any way, except for its size.

### **13. Notices**

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: Melanie Green

Address: P. O. Box 2261

Jackson, MS 39225

Phone: 601.961.5270

E-mail: [mgreen@mdeq.ms.gov](mailto:mgreen@mdeq.ms.gov)

If to SUB-RECIPIENT:

Attention: Paula Yancey

Address: 3330 Highway 90

Gautier, MS 39553

Phone: 228.497.8000

E-mail: [pyancey@gautier-ms.us](mailto:pyancey@gautier-ms.us)

#### **14. Counterparts**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]



For the faithful performance and consideration provided under the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY**

---

Chris Wells  
Executive Director

---

Date

**CITY OF GAUTIER**

---

Signature of Authorized Representative

---

Printed Name

---

Title

---

Date

**ATTACHMENT A**  
**FEDERAL AWARD**

1. DATE ISSUED MM/DD/YYYY 09/20/2018 2. CFDA NO. 21.015 3. ASSISTANCE TYPE Formula Grant

U.S. DEPARTMENT OF THE TREASURY

Office of the Fiscal Assistant Secretary

Office of Gulf Coast Restoration

1500 Pennsylvania Ave., N.W.  
Washington, DC 20220-0001

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)  
Resources and Ecosystems Sustainability, Tourist Opportunities, and  
Revived Economies of the Gulf Coast States

1a. SUPERSEDES AWARD NOTICE dated  
except that any additions or restrictions previously imposed remain  
in effect unless specifically rescinded

4. GRANT NO.  
1 RDCGR470064-01-00  
Formerly

5. ACTION TYPE  
New

6. PROJECT PERIOD MM/DD/YYYY  
From 10/01/2018

Through MM/DD/YYYY  
09/30/2023

7. BUDGET PERIOD MM/DD/YYYY  
From 10/01/2018

Through MM/DD/YYYY  
09/30/2023

8. TITLE OF PROJECT (OR PROGRAM)

Mississippi Gulf Coast Water Quality Improvement Program

9a. GRANTEE NAME AND ADDRESS

Environmental Quality, Mississippi Department Of  
Alternate Name: Mississippi Department of Environmental  
Quality  
515 E Amite St  
Jackson, MS 39201-2709

9b. GRANTEE PROJECT DIRECTOR

Mr. Chris Wells  
515 E AMITE ST  
JACKSON, MS 39201-2709  
Phone: 601-961-5545

10a. GRANTEE AUTHORIZING OFFICIAL

Mr. Gary Rikard  
PO BOX 2261  
Jackson, MS 39225-2261  
Phone: 601-961-5001

10b. FEDERAL PROJECT OFFICER

Ms. Nicole E Comisky  
1500 Pennsylvania Ave., N.W.  
Washington, DC 20220-0001  
Phone: 202-622-2136

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation

II

|                          |               |
|--------------------------|---------------|
| a. Salaries and Wages    | 150,485.00    |
| b. Fringe Benefits       | 46,650.00     |
| c. Total Personnel Costs | 197,135.00    |
| d. Equipment             | 0.00          |
| e. Supplies              | 14,537.00     |
| f. Travel                | 6,006.00      |
| g. Construction          | 0.00          |
| h. Other                 | 10,000,000.00 |
| i. Contractual           | 879,459.00    |
| j. TOTAL DIRECT COSTS    | 11,097,137.00 |
| k. INDIRECT COSTS        | 105,212.00    |
| l. TOTAL APPROVED BUDGET | 11,202,349.00 |
| m. Federal Share         | 11,202,349.00 |
| n. Non-Federal Share     | 0.00          |

12. AWARD COMPUTATION

|                                                            |               |
|------------------------------------------------------------|---------------|
| a. Amount of Federal Financial Assistance (from item 11m)  | 11,202,349.00 |
| b. Less Unobligated Balance From Prior Budget Periods      | 0.00          |
| c. Less Cumulative Prior Award(s) This Budget Period       | 0.00          |
| d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION              | 11,202,349.00 |
| 13. Total Federal Funds Awarded to Date for Project Period | 11,202,349.00 |

14. RECOMMENDED FUTURE SUPPORT

(Subject to the availability of funds and satisfactory progress of the project):

| YEAR | TOTAL DIRECT COSTS | YEAR | TOTAL DIRECT COSTS |
|------|--------------------|------|--------------------|
| a. 2 |                    | d. 5 |                    |
| b. 3 |                    | e. 6 |                    |
| c. 4 |                    | f. 7 |                    |

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION  
b. ADDITIONAL COSTS  
c. MATCHING  
d. OTHER RESEARCH (Add / Deduct Option)  
e. OTHER (See REMARKS)

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation.  
b. The grant program regulations.  
c. This award notice including terms and conditions, if any, noted below under REMARKS.  
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached -

☒ Yes

☐ No)

This award is approved by Kristine Conrath, Authorizing Official.  
Accepting this award in GrantSolutions.gov constitutes acceptance of this award and the Standard  
Terms and Conditions and Programmatic Terms and Conditions and Special Award Conditions.  
Note: Davis Bacon Act-related provisions are applicable to this award.

AUTHORIZING OFFICIAL

|                      |                          |                     |                     |                    |
|----------------------|--------------------------|---------------------|---------------------|--------------------|
| 17. OBJ CLASS 410001 | 18a. VENDOR CODE 2818369 | 18b. EIN 640629297  | 19. DUNS 809399876  | 20. CONG. DIST. 03 |
| FY-ACCOUNT NO.       | DOCUMENT NO.             | ADMINISTRATIVE CODE | AMT ACTION FIN ASST | APPROPRIATION      |
| 21. a. Direct        | b. RDCGR470064           | c. RDC              | d. \$11,202,349.00  | e.                 |
| 22. a.               | b.                       | c.                  | d.                  | e.                 |
| 23. a.               | b.                       | c.                  | d.                  | e.                 |

## NOTICE OF AWARD (Continuation Sheet)

|                               |                           |
|-------------------------------|---------------------------|
| PAGE 2 of 3                   | DATE ISSUED<br>09/20/2018 |
| GRANT NO. 1 RDCGR470064-01-00 |                           |

| Federal Financial Report Cycle |                           |                |                           |
|--------------------------------|---------------------------|----------------|---------------------------|
| Reporting Period Start Date    | Reporting Period End Date | Reporting Type | Reporting Period Due Date |
| 10/01/2018                     | 03/31/2019                | Semi-Annual    | 04/30/2019                |
| 04/01/2019                     | 09/30/2019                | Semi-Annual    | 10/30/2019                |
| 10/01/2019                     | 03/31/2020                | Semi-Annual    | 04/30/2020                |
| 04/01/2020                     | 09/30/2020                | Semi-Annual    | 10/30/2020                |
| 10/01/2020                     | 03/31/2021                | Semi-Annual    | 04/30/2021                |
| 04/01/2021                     | 09/30/2021                | Semi-Annual    | 10/30/2021                |
| 10/01/2021                     | 03/31/2022                | Semi-Annual    | 04/30/2022                |
| 04/01/2022                     | 09/30/2022                | Semi-Annual    | 10/30/2022                |
| 10/01/2022                     | 03/31/2023                | Semi-Annual    | 04/30/2023                |
| 04/01/2023                     | 09/30/2023                | Final          | 12/29/2023                |

**RESTORE Act - SPECIAL AWARD CONDITIONS**

1. The following Special Award Conditions apply to this award:

**Special Award Condition 1:** An ASAP Maximum Draw Limit of \$471,295.00 is in place for this award. The ASAP Maximum Draw Limit allows MDEQ to draw funds from ASAP as necessary up to the amount budgeted for the first two years of pre-construction, with the exception of reimbursement for estimated pre-award costs. Only pre-award costs associated with proposal development and pre-construction activities for the two selected projects included in the application are eligible. Prior to Treasury's adjustment of the maximum draw limit to reflect reimbursement for estimated pre-award costs, MDEQ must deliver to Treasury, in form and substance satisfactory to Treasury, documentation substantiating pre-award costs, incurred no earlier than July 5, 2017, for which it seeks reimbursement. MDEQ may request adjustment of the maximum draw limit for costs other than pre-award costs with its written request to Treasury for permission for land acquisition and to commence construction per Condition 6 of Section W of RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions.

**Special Award Condition 2:** MDEQ must submit to Treasury written Water Quality Improvement program guidelines within 180 days of receiving this award. These guidelines should identify the program management team, their roles and operation, water quality improvement project selection criteria, and a monitoring framework for collecting and analyzing performance data. The guidelines should also include updated milestones for the success of the program.

**Special Award Condition 3:** Individual projects selected under the proposed program are subject to best available science review. Upon their selection, MDEQ must explain their determination that the project is based on best available science by providing to Treasury a response to the best available science question on the application (B6) and project-level details, including specific project locations, reasons for selecting locations, specific restoration methods proposed to address identified issues at selected locations, expected outcomes following restoration, uncertainties and risk, and proposed monitoring to quantify water quality improvements. Project-level details should also include the name(s) of the subrecipient(s), how the subrecipient(s) was or will be selected, and the estimated costs and timeline for implementing specific projects (i.e., updated budget and budget justification).

**Special Award Condition 4:** For each discrete water quality improvement project, MDEQ must submit to Treasury an updated Milestones Report, Status of Performance Report, and Environmental Checklist(s) certified by MDEQ and any subrecipient prior to or with its written request to Treasury for permission to commence construction.

## NOTICE OF AWARD (Continuation Sheet)

|                               |                           |
|-------------------------------|---------------------------|
| PAGE 3 of 3                   | DATE ISSUED<br>09/20/2018 |
| GRANT NO. 1 RDCGR470064-01-00 |                           |

**Special Award Condition 5:** Projects selected for development and implementation under this award can only be funded by the Direct Component with a Direct Component-specific subrecipient agreement.

**RESTORE Act - FUNDING AUTHORIZATION**

## 1. Funding Authorization Table

| Amount of Financial Assistance | Amount of Funding Restriction | Amount of Funding Added to the Award | Amount Authorized for ASAP Account | Notes                                                                         |
|--------------------------------|-------------------------------|--------------------------------------|------------------------------------|-------------------------------------------------------------------------------|
| \$11,202,349.00                | \$0                           | \$11,202,349.00                      | \$11,202,349.00                    | Initial Authorization:<br>Maximum Draw Limit<br>of \$471,295.00 per<br>SAC #1 |



## **AWARD ATTACHMENTS**

Mississippi Department of Environmental Quality

1 RDCGR470064-01-00

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1. Standard and Program-Specific Terms and Conditions
2. Approved Scope of Work

**RESTORE ACT**  
**FINANCIAL ASSISTANCE STANDARD TERMS**  
**AND CONDITIONS AND PROGRAM-SPECIFIC**  
**TERMS AND CONDITIONS**

**U.S. Department of the Treasury**

**August 2017**



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# **RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS**

## **PREFACE**

The grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");
2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program-Specific Terms and Conditions");
4. The approved application, including all documents, certifications, and assurances that are part of the approved application;
5. The approved scope of work;
6. The approved budget; and,
7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply, and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Guidance for Grants and Cooperative Agreements (2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012)), Treasury's RESTORE Act regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), codified at 31 C.F.R. Part 34)), and/or 2 C.F.R. Part 200.

**A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT**

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions in this Section A:

**1. Administrative Costs**

- a. Administrative costs are defined at 31 C.F.R. § 34.2.
- b. Under no circumstances may the recipient use more than three percent of the Award funds received for administrative costs. Administrative costs do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414. Costs borne by subrecipients do not count toward the three percent cap.
- c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

**2. Oil Spill Liability Trust Fund**

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

**3. Remedies for Noncompliance**

- a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs other than Direct Component activities, projects, or programs, until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.
- b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.



**B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM**

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions in this Section B:

**1. Allowable Costs**

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

- a. Construction, including the alteration, repair, or rehabilitation of existing structures. Facilities costs are allowable as indirect costs in a federally approved negotiated indirect cost rate.
- b. Acquisition of land or interests in land.

**2. Notifications**

- a. If the selection of a Center or Centers of Excellence occurs after the start date of this Award, the recipient must promptly inform Treasury of the following:
  - i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;
  - ii. The DUNS Number of the entity;
  - iii. Location of the entity;
  - iv. Discipline or disciplines assigned to the Center of Excellence;
  - v. Description of the actual public input process undertaken, including a summary of any comments received and a description of how they were addressed; and
  - vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.
- b. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence, or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

**3. Performance Reports**

In addition to the reporting requirements in Section D, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

## STANDARD TERMS AND CONDITIONS

### AWARDS UNDER THE DIRECT COMPONENT AND THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

#### C FINANCIAL REQUIREMENTS

##### 1. Applicable Regulations

This Award is subject to the following federal regulations and requirements. This list is not exclusive:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements.
- b. Treasury's RESTORE Act regulations, 31 C.F.R. Part 34.
- c. Governmentwide Debarment and Suspension, 31 C.F.R. Part 19.
- d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- e. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- f. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.
- g. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175.

##### 2. Scope of Work

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

##### 3. Period of Performance: Pre-award Costs

The recipient must use funds obligated and disbursed under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs incurred prior to the effective date of this Award, which are allowable only if:

- a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;
- b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and
- c. These costs would have been allowable if incurred after the date of the award.

##### 4. Indirect Costs

- a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, subpart E (*Cost Principles*).

- b. Indirect costs charged must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the recipient's budget.
- c. Unallowable direct costs are not recoverable as indirect costs.
- d. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:
  - i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,
  - ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

**5. Cost Sharing and Budget Limitations**

- a. The recipient is not required to contribute any matching funds.
- b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

**6. Program Income**

Any program income (defined at 2 C.F.R. § 200.80) generated by the recipient or the subrecipient during the period of performance of the award or subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e. solely to accomplish the approved scope of work.

**7. Incurring Costs or Obligating Federal Funds Beyond the Expiration Date**

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs which are authorized for a period up to 90 days following the end of the period of performance are those strictly associated with close-out activities. Close-out activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 90-day closeout period.

**8. Tax Refunds**

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

9. Subawards

- a. If the recipient is permitted to make subawards under this award, the recipient must execute a legally binding written agreement with the subrecipient. This agreement must incorporate all the terms and conditions of this Award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.
- b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).
- c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.
- d. The recipient must provide training and technical assistance to the subrecipient as necessary.
- e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.
- f. If lower tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower tier subawards, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.
- g. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards.
  - i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.
  - ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.
  - iii. A recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.
  - iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

## **D RECIPIENT REPORTING AND AUDIT REQUIREMENTS**

### **1. Financial Reports**

- a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 90 days after the end of the period of performance.
- b. In the remarks section of each SF-425 submitted, the recipient must describe by budget category the use of all funds received.
- c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.
- d. The recipient must submit all financial reports via <http://www.GrantSolutions.gov>, unless otherwise specified by Treasury in writing.

### **2. Performance Reports**

- a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 90 days following the end of the period of performance.
- b. The recipient must submit all performance reports in (a) above, via <http://www.GrantSolutions.gov>, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:
  - i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:
    - a) In Section B-1:
      - 1) Summarize activities undertaken during the reporting period;
      - 2) Summarize any key accomplishments, including milestones completed for the reporting period;
      - 3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
      - 4) If the recipient is authorized to make subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief



description of the scope of work.

b) In Section B-2:

- 1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
- 2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

- 1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.
- 2) For subawards, indicate whether the subrecipient submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
- 3) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

- ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.
- iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

**3. Interim Reporting on Significant Developments per 2 C.F.R. § 200.328(d)**

- a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions become known:
  - i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
  - ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

b. The recipient must:

- i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act component, including the Comprehensive Plan Component and Spill Impact Component.
- ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.
- iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award, and include the name and DUNS number for the subrecipient or contractor, and the total amount of the contract or subaward.

#### 4. Audit Requirements

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

#### 5. Operational Self-Assessment

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The recipient must submit the *Operational Self-Assessment* electronically to [restoreact@treasury.gov](mailto:restoreact@treasury.gov), unless otherwise specified in writing by Treasury. The form may be downloaded at <https://www.treasury.gov/services/restore-act/Pages/Direct%20Component/DirectComponent.aspx>.

### E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:
  - a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;
  - b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.
  - c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act.

- d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015).
  - e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.
  - f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.
2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.
  3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and the Treasury Inspector General, followed by submitting a proposed mitigation plan to Treasury.
  4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII) consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

## **F RECORDS RETENTION REQUIREMENTS**

1. The recipient must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:
  - a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

- b. Copies of all subawards, including the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms);
  - c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients);
  - d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;
  - e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and
  - f. Any reports, publications, and data sets from any research conducted under this Award.
2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three 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.
  3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.333.
  4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

## **G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE**

### **1. Access to Records**

- a. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.
- b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, 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. This right of access shall continue as long as records are required to be retained (see Section F above).
- c. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the

contractor make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section F above).

**2. Access to the Recipient's Sites.**

The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

**H AWARD DISBURSEMENT**

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's RESTORE Act regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.
2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.
3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.
5. Requirements applicable to recipients that are states: Payment methods of state agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.
6. Requirements applicable to recipients that are not states: The recipient must minimize



the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.

7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).
8. The recipient must maintain advances of federal funds in interest bearing accounts, unless one of the following conditions applies:
  - a. The recipient receives less than \$120,000 in federal awards per year;
  - b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or
  - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
9. On an annual basis, the recipient must remit interest earned on federal advance payments deposited in interest-bearing accounts to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained by the recipient and used for administrative costs.

## **I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL**

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

## **J NOTIFICATIONS AND PRIOR APPROVALS**

### **1. Notifications**

In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever any of the following is anticipated or occurs:

- a. A vacancy or change to key personnel listed in the application.
- b. Any termination of a subaward prior to the expiration of the agreement with the subrecipient.
- c. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must

provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

## **2. Prior Approvals**

- a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:
  - i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);
  - ii. A need to extend the period of performance;
  - iii. A need for additional federal funds to complete the activity, project, or program;
  - iv. The transfer of funds among direct cost categories or programs, functions, and activities if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;
  - v. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award.;
  - vi. Any transfer between the non-construction and construction activities; and
  - vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award.
- b. If requesting a no-cost extension to this Award, the request must be made no less than 30 days prior to the end of the period of performance for this Award. Any extension of the period of performance requires prior written approval from Treasury.

## **K PROPERTY**

### **1. General Requirements**

- a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through § 200.316 for real property, equipment, supplies, and intangible property. The recipient must also comply with the RESTORE Act requirements concerning the acquisition of land and interests in land at 31 C.F.R. § 34.803.
- b. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

### **2. Supplies and Equipment**

- a. Requirements that are applicable to recipients that are states:
  - i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and

procedures.

- ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.

b. Requirements that are applicable to recipients that are not states:

- i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than \$5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than \$5,000 per unit or a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

## **L AMENDMENTS AND CLOSEOUT**

### **1. Amendments**

- a. The terms of this Award may be amended with the written approval of the recipient and Treasury.
- b. Treasury reserves the right to amend the terms of this Award if required by federal law or regulation.
- c. Amendments must be requested in writing, and must include an explanation for the reason this Award should be amended.

### **2. Closeout**

- a. Treasury will close out this Award when it determines that all applicable administrative actions and all required work of this Award have been completed. Within 90 calendar days after the end of the period of performance, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report, unless the recipient requests, and Treasury approves, an extension.
- b. The recipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension.
- c. The recipient must promptly refund any balances of unobligated cash that

Treasury paid.

- d. Within 90 days after receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.
- f. The closeout of this Award does not affect any of the following:
  - i. The right of Treasury to disallow costs and recover funds on the basis of a later audit or other review;
  - ii. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;
  - iii. The recipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

## **M REMEDIES FOR NONCOMPLIANCE**

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):
  - a. Impose additional Special Award Conditions such as:
    - i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests,
    - ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report,
    - iii. Requiring additional activity, project, or program monitoring,
    - iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance, and/or
    - v. Establishing additional actions that require prior approval;
  - b. Temporarily withhold payments pending correction of the noncompliance;
  - c. Disallow from funding from this Award all or part of the cost of the activity or action not in compliance;
  - d. Wholly or partly suspend or terminate this Award;
  - e. Withhold additional Awards; and/or
  - f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

2. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to

Treasury, and Treasury will issue a final determination.

3. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.
4. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.339. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.
5. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 180.
6. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

## **N DEBTS**

### **1. Payment of Debts Owed the Federal Government**

- a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at [https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr\\_home.htm](https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm). The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.
- d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law.
- e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
- f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.



**2. Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs**

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

**O NON-DISCRIMINATION REQUIREMENTS**

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

**1. Statutory Provisions**

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, "ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- f. Any other applicable non-discrimination law(s).

**2. Regulatory Provisions**

- a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Treasury Title IX regulations, 31 Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities.

### **3. Other Provisions**

- a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).
- b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

### **4. Title VII Exemption for Religious Organizations**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

### **5. Protections for Whistleblowers**

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; and/or
- g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

**P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS**

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed \$25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov>.
2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
3. The recipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

**Q DRUG FREE WORKPLACE**

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

**R LOBBYING RESTRICTIONS**

**1. Lobbying Restrictions**

- a. Solely for the purposes of Section R of these Standard Terms and Conditions, "recipient" is used as defined at 31 C.F.R. § 21.105(0). Solely for the purposes of Section R of these Standard Terms and Conditions, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.
- b. All recipients must comply with the provisions of 31 U.S.C. § 1352, as amended, and with regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay 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 or the extension, continuation, renewal, amendment, or modification of any Federal grant.

**2. Certification**

- a. Each person who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.
- b. The certification shall be filed pursuant to 31 C.F.R. § 21.100(a) and (b).
- c. Any subrecipient, at any tier, who receives a subaward exceeding \$100,000 under

this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.

- d. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding \$100,000 under this award, shall file with the tier above them a certifications, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.
- e. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

### **3. Disclosure of Lobbying Activities**

- a. The award recipient of this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with Treasury disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that award recipient is paid or will pay any funds, other than Federal appropriated funds, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant.
- b. Every recipient of a subaward under this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.
- c. Every recipient of a contract or subcontract under this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.
- d. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an

erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352,

- e. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which "materially affect" the accuracy of information already reported include:
  - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
  - ii. A change in the persons(s) influencing or attempting to influence; and/or
  - iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,
- f. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.
- g. The award recipient must include a statement in all subaward, contracts and subcontracts exceeding \$100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,
- h. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

## **S PROCUREMENT**

1. The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.
3. Requirements applicable to recipients that are states: When executing procurement



actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*, as well as any other provisions required by law or regulations.

4. Requirements applicable to recipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*.
5. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will forward all requests to Treasury's Office of General Counsel for review before making a decision. Treasury will notify the recipient in writing of the final determination.

## **T RESEARCH INVOLVING HUMAN SUBJECTS**

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.
2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
3. The recipient must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
  - a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
  - b. Documentation to support an exemption for the project;
  - c. Documentation to support deferral for an exemption or IRB review; or
  - d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

## **U ENVIRONMENTAL REQUIREMENTS**

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive

orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. § 1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C. § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
19. Rivers and Harbors Act of 1899 (33 U.S.C. § 407)
20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
21. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608
22. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et seq.)
23. Coral Reef Protection, EO 13089 Invasive Species, EO 13112

## **V MISCELLANEOUS REQUIREMENTS AND PROVISIONS**

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

**1. Prohibition Against Assignment by the Recipient**

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

**2. Disclaimer Provisions**

- a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.
- b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

**3. Prohibited and Criminal Activities**

- a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).
- b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.
- c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.
- d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs
- e. Copeland "Anti-Kickback" Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

**4. Political Activities**

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

**5. American-Made Equipment and Products**

The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this

Award.

**6. Increasing Seat Belt Use in the United States**

Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

**7. Minority Serving Institutions (MSIs) Initiative**

Pursuant to EOs 13555 and 13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at <http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html>.

**8. Research Misconduct**

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

**9. Care and Use of Live Vertebrate Animals**

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

**10. The Trafficking Victims Protection Act of 2000, as amended, (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

*a. Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;
  - ii. Procure a commercial sex act during the period of time that this Award is in effect; or
  - iii. Use forced labor in the performance of this Award or subawards under this Award.
2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —
  - i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or
  - ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
    - A. Associated with performance under this Award; or
    - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

*b. Provision applicable to a recipient other than a private entity. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—*

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or
2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
  - i. Associated with performance under this Award; or
  - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.

*c. Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.



2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.
  3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or
    - ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
      - B. A for-profit organization
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

**11. The Federal Funding Accountability and Transparency Act of 2006, as amended. (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)**

- a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.
- b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at [www.USASpending.gov](http://www.USASpending.gov). The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (*i.e.*, prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed at

<http://www.USASpending.gov>.

- c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to \$25,000. This includes any action that brings the cumulative total award to \$25,000 or more. This report must be filed electronically at <http://www.fsrs.gov>.
- d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—
  - i. The total federal funding authorized to date under this Award is \$25,000 or more; and
  - ii. In the preceding fiscal year, the recipient received—
    - 1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and
    - 2) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.
- f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, (CCR)) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
- g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number

established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

**12. Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance**

**a. *General Reporting Requirement***

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the accuracy of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph b. of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

**b. *Proceedings About Which The Recipient Must Report***

The recipient must submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five year period; and
- iii. Is one of the following:
  - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph e. of this award term and condition;
  - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - 3) An administrative proceeding, as defined in paragraph e. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - 4) Any other criminal, civil, or administrative proceeding if:
    - a) It could have led to an outcome described in paragraph b.iii. 1), 2), or 3) of this award term and condition;
    - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

**c. *Reporting Procedures***

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this award term and condition.

The recipient does not need to submit the information a second time under assistance awards that the recipient received if they already provided the information through SAM because they were required to do so under Federal procurement contracts that they were awarded.

d. *Reporting Frequency*

During any period of time when the recipient is subject to the requirement in paragraph 1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that they have not reported previously or affirm that there is new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. *Definitions*

For purposes of this award term and condition:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
  - 1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  - 2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**13. Publications and Signage**

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: "This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury."

#### **14. Homeland Security Presidential Directive 12**

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this Section V.14. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in the section below. The recipient must insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

- a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.
- b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:
  - i. When no longer needed for subaward or contract performance;
  - ii. Upon completion of the subrecipient or contractor employee's employment; or
  - iii. Upon subaward or contract completion or termination.

#### **15. Foreign Travel**

- a. The recipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.
- b. The recipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.
- c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.



- d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website <http://www.gsa.gov/portal/content/103191>. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website <http://www.state.gov/e/eeb/tra/>.
- e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from the Treasury. When requesting such approval, the recipient must provide a justification in accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

## **16. Export Control**

- a. This clause applies to the extent that this Award involves access to export-controlled items.
- b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.
- c. Definitions:
  - i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.
  - ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. §

734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.

- d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.
- e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.
- f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.
- g. Compliance with this Section V.15 will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.
- h. The recipient shall include this clause, including this paragraph (i), in all lower tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

## **SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY**

### **W ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY**

#### **1. Compliance with State, Local and Federal Requirements**

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or other critical event.

#### **2. Title**

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way and easements necessary for the completion of the project.

**3. Permitting Requirements**

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project.

**4. Federal Interest in Real Property**

"Federal interest" refers to real property that is acquired or improved, in whole or in part, with RESTORE Act Direct Component funds, which must be held in trust by the Recipient for the benefit of the project for the Estimated Useful Life of the project, during which period Treasury retains an undivided equitable reversionary interest in the real property (i.e., the "federal interest").

**5. Estimated Useful Life**

Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury, during which Treasury anticipates obtaining the benefits of the project pursuant to project purposes authorized by the RESTORE Act. For this award the recipient has proposed an Estimated Useful Life from the date of construction completion. Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property improved, in whole or in part, with the Treasury investment.

If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

**6. Commencement of Construction**

The recipient should not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and all necessary permits have been obtained, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

**7. Use of Real Property**

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this

award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

#### **8. Recording the Federal Interest in the Real Property**

To document the federal interest, the recipient agrees to prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, to ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with federal assistance funds. See 2 C.F.R. § 200.316. This Covenant does not establish a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates an interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

- a. The Covenant must be satisfactory in form and substance to Treasury, must include the name and current address of the recipient and subrecipient (if applicable), the grant award number, amount and date of award and subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act; that it will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the recipient/subrecipient takes without the written permission of Treasury.
- b. The recipient agrees to provide to Treasury an attorney's title opinion as to the title owner of the property, and to properly record, in accordance with applicable law, the Covenant in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.
- c. Treasury requires an opinion of counsel for the recipient to substantiate that the document has been properly recorded.
- d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.

- e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.
- f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished and the federal government has no further interest in the real property.

**9. Administration, Operation and Maintenance**

The recipient agrees to administer, operate, and maintain the project for its Estimated Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

- a. Strikes or work stoppage;
- b. Floods, earthquakes, or other natural disasters; terrorist acts; and
- c. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

**10. Reporting Requirement**

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years of a federal award and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of the award, and are due no later than 30 days following the end of the reporting period.

**11. Insurance**

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

**12. Bonding**

- a. For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury



determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows: A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

### **13. Floodplain Requirements**

In accordance with 44 C.F.R. Part 9, prior to Treasury's authorization to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury's satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury's authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

- a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.
- b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

### **14. Goals for Women and Minorities in Construction**

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

- a. The goal for participation of women in each trade area must be as follows:  
From April 1, 1981, until further notice: 6.9 percent;
- b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,
- c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-6.

**15. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms**

The recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) — (e) of this paragraph.

**16. Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)**

Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C § 1292; or for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of \$2,000 awarded by the non-Federal entity must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must

be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition contracts must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to Treasury. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to Treasury.

**17. Equal Opportunity Clause**

Pursuant to 41 C.F.R. § 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, [t]he [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

**41 C.F.R. § 60-1.4 Equal opportunity clause.**

*During the performance of this contract, the contractor agrees as follows:*

*(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:*

*Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*

*(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*

*(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which*

*an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.*

*(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

*(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

*(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

*(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

*(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:*

*Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.*

*The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.*

*The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.*

*The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.*

**18. Revised ADA Standards for Accessible Design for Construction Awards**

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.



## EXECUTIVE SUMMARY

### *Program Summary*

This program will support the restoration and protection of natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Mississippi Gulf Coast Region through the identification and implementation of water quality improvement projects. Improvement projects may include, but are not limited to, the construction of new or the repairing/upgrading of existing stormwater and wastewater systems, including conveyance and treatment, to mitigate water quality issues in a coastal water resource.

Restoration of water quality has been identified as a restoration goal by GoCoast 2020, the Gulf Coast Ecosystem Restoration Task Force, the Gulf Coast Ecosystem Restoration Council, and in several focused stakeholder engagement forums within the State of Mississippi such as community conversations and resource summits. These stakeholder engagement forums have identified the improvement of water quality within the Mississippi Gulf Coast Region as a priority for promoting ecosystem health and enhancing recreational and economic opportunities. Improvements to water quality can occur through the implementation of storm water and wastewater management projects, including those addressing stormwater and wastewater conveyance and treatment, that have demonstrable impacts to downstream water quality problems and the mitigation thereof.

Projects to be implemented will be identified through the source tracking activities funded by MDEQ's Spill Impact Component-funded Water Quality Improvement Program grant or projects will be implemented that address water quality impairments and/or system failures which have been previously identified. This program may be coordinated with complementary water quality improvement efforts under other *Deepwater Horizon* related funding streams, including water quality activities funded under the Spill Impact Component of the RESTORE Act. Activities under this program may also include, but are not limited to, program oversight and management, development, coordination, and execution of the grant award between the Mississippi Department of Environmental Quality (MDEQ) and the U.S. Department of the Treasury (Treasury) and sub-award(s) between MDEQ and sub-recipient(s).

Direct Component funds will be used for implementation of new or repairing/upgrading existing stormwater and wastewater systems, or components thereof, and monitoring of implemented projects on the Mississippi Gulf Coast. This program aligns with the eco-restoration priorities developed by the GoCoast 2020 Commission and may coordinate and integrate with other water quality improvement efforts under other *Deepwater Horizon* related funding streams.

This program is an eligible activity under the "Restoration and protection of natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches and coastal wetlands of the Gulf Coast Region" as defined in 31 C.F.R. § 34.201 and 33 U.S.C. § 1321 (t)(1)(B)(i)(I) of the RESTORE Act. This program will be implemented by MDEQ. Site specific water quality projects may be implemented by the municipal or county governmental entities in which the project is located.

### **MDEQ Scope of Work**

MDEQ, as the eligible entity under the Direct Component, will be the recipient of this grant from Treasury. Through this program, MDEQ will develop, coordinate, and implement water quality improvement projects across the Mississippi Gulf Coast. MDEQ may also sub-award site specific projects to eligible sub-recipients for implementation as a part of this program. MDEQ will provide program management and oversight throughout the life of the grant.

Tasks and activities under this program will run sequentially for specific projects within the overall program; however, tasks and activities may run concurrently across the program, as each project may require differing levels of activity for successful project implementation.

#### **Pre-Award**

Estimated Timeline: 7/5/2017 – Award Date

Activities include the development, coordination, and execution of the grant agreement between MDEQ and Treasury, as well as any Task 1 or Task 2 activity performed prior to grant award, which currently include the Harrison County Utility Authority and City of Gautier projects listed below:

#### **Projects selected for development (Task 1 and 2 activities) and implementation (Task 3)**

The project information provided is preliminary and will be further developed to provide the necessary information to Treasury for release of Task 3 funding and commencement of project implementation.

Additional projects will be developed post award once identified.

| <b>Current Projects<br/>Selected for<br/>Development</b>                   | <b>Project Description</b>                                                                                                                                                                                                                        | <b>Anticipated<br/>Implementation Activities</b>                                                                         | <b>Preliminary<br/>Cost<br/>Estimate</b> |
|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| Harrison County Utility<br>Authority – Long Beach<br>Sewer System Upgrades | Multiple force main pipe failures have occurred due to deficient pipe material. Project is anticipated to involve installation of new pipe and upgrades/replacement of associated pump stations.                                                  | <ul style="list-style-type: none"> <li>• Engineering and Design</li> <li>• Permitting</li> <li>• Construction</li> </ul> | \$3,000,000                              |
| City of Gautier – Sewer<br>System Upgrades                                 | Infiltration and inflow issues related to sewer lines and aging sewer system. Multiple bypass reports filed with MDEQ since 2009. Project is anticipated to involve the construction of new sewer lines and the rehabilitation of existing lines. | <ul style="list-style-type: none"> <li>• Engineering and Design</li> <li>• Permitting</li> <li>• Construction</li> </ul> | \$2,300,000                              |
| <b>Current Estimated Total Subawards</b>                                   |                                                                                                                                                                                                                                                   |                                                                                                                          | <b>\$5,300,000</b>                       |

The anticipated roles and responsibilities of the MDEQ staff are identified below:

*Acting Director of the Office of Restoration* – Provide direct oversight of pre-award activities including development and execution of the grant agreement between MDEQ and Treasury.

*Environmental Engineer IV* – Provide essential insight to development and execution of the grant agreement between MDEQ and Treasury.

*Environmental Admor III* – Work with MDEQ staff to develop and execute the grant agreement between MDEQ and Treasury.

*Accounting Chief* – Work with MDEQ staff to develop and execute the grant agreement between MDEQ and Treasury.

*Staff Counsel* – Support MDEQ staff with development and execution of the grant agreement between MDEQ and Treasury.

Contractual support will be provided as well. Contractual support includes support of MDEQ with activities occurring during the Pre-Award Period. The anticipated roles and responsibilities of contractual support are identified below:

*Covington Civil and Environmental, LLC*

*Senior Program Manager* – Work directly with MDEQ to assist with the development and execution of the grant agreement between MDEQ and Treasury.

*Senior Project Manager* – Support development and execution of the grant agreement between MDEQ and Treasury.

*Accounting Principal* – Work closely with MDEQ to support development and execution of the grant agreement between MDEQ and Treasury.

*Balch and Bingham*

*Legal Counsel* – Support MDEQ staff with development and execution of the grant agreement between MDEQ and Treasury.

***Task 1: MDEQ Program Management, Construction Management, and Oversight***

Estimated Timeline: Award + 60 months

Program management includes the oversight, coordination, and monitoring of grant activities, sub-recipient activities (if applicable), and funds expended under this program. MDEQ, with contractual support, will undertake program management, coordination, and monitoring activities to ensure compliance with all grant and sub-award agreement terms and conditions, 2 C.F.R. Part 200, 31 C.F.R. Part 34, Treasury's Standard Terms and Conditions, applicable Special Award Conditions, applicable state and local laws and regulations and the RESTORE Act. Program Management also includes risk assessment of sub-recipients (if applicable), which includes assessment of operational, legal, regulatory and budgetary risks. Any risk assessments performed will include consideration of such factors as described in 2 C.F.R. § 200.331(b). Risk assessments inform the level of sub-recipient monitoring needed during the grant award. Activities under this task may include, but are not limited to:

- Ensuring compliance with 2 C.F.R. Part 200, including performance of sub-recipient risk assessments, when needed.
- Preparing, negotiating, and issuing sub-award agreements including, all terms and conditions in the MDEQ/Treasury grant agreement and all sub-award agreement requirements in 2 C.F.R. § 200.331(a). The sub-award agreement also includes a summary of the risk assessment which informs sub-recipient monitoring throughout the life of the grant.
- Performing compliance and performance monitoring in accordance with grant and sub-award agreement terms and conditions. Monitoring activities will be based on the risk assessment and may include, but not limited to, monthly status meetings, site visits, on site financial and operational reviews.
- Implementing, coordinating, and/or overseeing all program procurement activities in accordance with federal procurement standards.
- Performing budget and scope development for all projects implemented through this program.
- Coordinating water quality improvement activities with efforts funded through other funding streams.
- Preparing and reviewing federal financial and performance reports including, SF-425 (Federal Financial Report), SF-PPR (Performance Progress Report), RESTORE Act Status of Performance Report, Direct Component Activity Milestones Report, updates to SF-424A or SF-424C if needed and interim reporting on significant developments.

- Performing compliance review of sub-recipient reimbursement requests to ensure costs are eligible based on 2 C.F.R. Part 200 Cost Principles and consistent with grant and sub-award agreement scope of work and budget.
- Preparing reconciliation of expenditures and overall program budget management, including development of estimated budgets for specific project sites.
- Performing overall program scope and schedule management.
- Oversight and management of construction and implementation activities.
- Engagement of sub-recipients on deliverables, outcomes, progress on implementation and construction activities.
- Evaluation and analysis of project outcomes and progress.
- Preparing and participating in audit activities and Office of the Inspector General audits.
- Preparing and participating in Department of Treasury grant monitoring activities.
- Performing activities associated with MDEQ program transparency objectives (e.g. restore.ms project information updates, procurement notices, etc).
- Implementing grant closeout.

The anticipated roles and responsibilities of the MDEQ staff are identified below:

*Acting Director of the Office of Restoration* – Provide oversight on all program activities, including risk assessments and development of any sub-award agreements. Responsible for reporting progress to the MDEQ Executive Director.

*Environmental Engineer IV* – Provide support on all program activities including, risk assessments, development of any sub-award agreements, and assistance with program monitoring.

*Environmental Admor III* – Provide support and oversight of program activities, risk assessments, development of sub-award agreements, and sub-award compliance monitoring.

*Environmental Engineer in Training* – Support Environmental Engineer IV and Environmental Admor III with oversight of program activities and sub-award compliance monitoring

*Accounting Chief* – Work with sub-recipients to perform risk assessments, identify and develop a monitoring plans, and develop and execute of the sub-award agreements. Work with program managers to oversee financial activities and processing reimbursement requests and funding drawdowns.

*Administrative Assistant* – Provide support on all program activities as needed.

*Accountant/Auditor IV* – Provide support on all program activities including processing financial requests and managing program files.

*Staff Counsel* – Provide support on all program activities as needed.

Contractual support will be provided as well. Contractual support includes support of MDEQ with activities occurring in this task. The anticipated roles and responsibilities of contractual support are identified below:

*Covington Civil and Environmental, LLC*

*Senior Program Manager* – Support MDEQ's oversight of all program activities and work closely with sub-recipients to monitor program activities for compliance with sub-award terms and conditions.

*Senior Project Manager* – Support oversight of all program activities and work closely with the sub-recipient to monitor program activities for compliance with sub-award terms and conditions.

*Accounting Principal* – Work closely with MDEQ and sub-recipients to perform the risk assessments and identify and develop monitoring plans. Provide oversight and monitoring support

related to program financial activities, including reviewing reimbursement requests for all program and project-specific activities.

*Administrative* – Provide administrative support including document management for all program and project-specific activities.

*Financial Analyst* – Provide financial support including processing reimbursement requests and compliance management for all program and project-specific activities.

*Community Engagement* – Provide community engagement support for all program and project-specific activities (e.g., meetings and communication with stakeholder groups on project activities, as needed).

*Balch and Bingham*

*Legal Counsel* – Provide legal support to MDEQ, as needed, for all program and project-specific activities.

*W.G. Yates*

*Construction Monitoring* – Provide construction oversight support to MDEQ, if needed.

### **Task 2: Project Development and Monitoring**

Estimated Timeline: Award + 60 months

MDEQ will develop specific projects identified through the source tracking activities exclusively funded by the Spill Impact Component Water Quality Program scope of work or develop specific projects for known water quality impairments and system failures (e.g. coordinating with local governmental entities which have already identified impairments and system failures). Once a project has been identified through the Spill Impact Component or through known impairments, specific restoration actions and scopes of work (i.e. projects) will be developed under the Direct Component Water Quality Program Task 2 scope of work. Projects will be selected and prioritized based on budget availability, existing data analysis, outcomes of existing restoration projects and project ideas in the Mississippi RESTORE project portal. Project-specific restoration actions and scopes of work will be developed for identified water quality impairment sources. Task 2 activities will utilize best available science (e.g., scientific review processes, technical expertise, and/or data) to develop and inform water quality improvement projects within this program. MDEQ will develop program guidelines early in the process based on activities as described in this scope of work narrative. Development of a project under Task 2 does not guarantee that the project will proceed to Task 3, Implementation.

Specific Direct Component activities may include, but are not limited to, the following:

- Coordinating and attending site visits to the identified potential restoration project sites.
- Meeting and coordinating with local governmental organizations and other stakeholders about potential restoration project sites and restoration strategies (i.e. project development).
- Identifying and evaluating restoration measures for the specific project sites and/or activity.
- Performing due diligence for selected projects, including project scoping, budget development, feasibility, preliminary engineering, environmental compliance and additional project development activities.
- Developing GIS maps of the respective restoration sites and types.
- Post-implementation monitoring, as needed. Duration and means of post-implementation monitoring will be dependent on the type of restoration activity undertaken and will be determined in the development of site-specific scopes of work.

The anticipated roles and responsibilities of the MDEQ staff are identified below:

*Acting Director of the Office of Restoration* – Provide essential insight into project development. Responsible for reporting progress to the MDEQ Executive Director.

*Environmental Engineer IV* – Provide essential insight during project development and scope of work development on specific restoration sites.

*Environmental Admor III* – Provide essential insight during scope of work development on specific restoration sites.

*Environmental Engineer in Training* – Support Environmental Engineer IV and Environmental Admor III with oversight of program activities and sub-award compliance monitoring

*Field Services Division Chief* – Provide oversight of water quality monitoring program.

*Field Services Division Environmental Scientist I* – Support Field Services Division Chief with water quality monitoring and sampling.

*Field Services Division Environmental Scientist IV* – Support Field Services Division Chief with water quality monitoring and sampling.

Contractual support will be provided as well. Contractual support includes support of MDEQ with activities occurring in this task. The anticipated roles and responsibilities of contractual support are identified below:

*Covington Civil and Environmental, LLC*

*Senior Program Manager* – Provide support to the development of the site-specific restoration scope of work and project development.

*Chief Scientist* – Provide oversight of the scientific process during site-specific restoration scope of work and project development.

*Consultant II* – Provide scientific support during site-specific restoration scope of work and project development.

*Biologist* – Provide scientific support during site-specific restoration scope of work and project development.

*Senior Consultant* – Provide essential engineering insight during project development.

*Consulting Principal* – Provide essential insight and task coordination activities during project development.

**Task 3: Project Implementation**

Estimated Timeline: 2 months post-Award + 58 months

Implementation may include engineering and design, any required permitting, and any needed repairs, upgrades, or construction of stormwater and wastewater management systems. Components of individual projects within the program may be implemented by MDEQ or eligible sub-recipients. It is anticipated that any sub-recipients identified will be municipal or county governmental entities for site specific implementation activities within local jurisdictional boundaries. Engineering, design, and permitting will be conducted according to State and Federal engineering and design guidelines and standards. Implementation may include all potential activities that would treat and/or improve water quality moving downstream, which may include, but not limited to, upgrades, repairs, and replacements of sewer lines, wastewater treatment plants, stormwater connections, manholes, pump stations, installation of water control structures and integration of existing drainage canals with green infrastructure, as well as outfall re-design and construction. Specific restoration actions will be determined by best available science as applied in Task 2. Engineering and design and construction services will be procured consistent with state and federal procurement standards.



**ATTACHMENT B**

**WORKPLAN**

## **PROJECT IDENTIFIED FOR IMPLEMENTATION:**

City of Gautier Old Spanish Trail Wastewater System Upgrades

**Estimated Cost:** \$2,307,450

**Project Location:** City of Gautier, Jackson County, Mississippi (See Attachment A: Project Location Map)

**Estimated Timeline:** Release of funds + 24 months.

## **SECTION A. PROGRAM CONSISTENCY**

### **1. CONSISTENCY WITH THE PROGRAM OBJECTIVE (REASON FOR SELECTING LOCATION)**

Consistent with the program objective, this project will mitigate multiple wastewater system failures in the project area. These system failures have resulted in the release of raw sewage into the environment, which have been documented through bypass and/or spill reports to MDEQ.

## **SECTION B. PROJECT WORKPLAN**

### **1. PROJECT NARRATIVE**

#### **A. SCOPE OF WORK**

This project will support mitigation of water quality impairments in the City of Gautier through modifications and upgrades to the wastewater system. Due to deterioration of the existing wastewater infrastructure along Old Spanish Trail, the existing wastewater system has significant inflow, infiltration, and overflow problems as a result of multiple pipe collapses, sand infiltration, and choke points in the system that have occurred in subdivisions (e.g. Stonegate, College Park, De La Forest, Isle of Pines, Coast Meadows, and Simpson/Watson), as well as roads adjacent to Old Spanish Trail. These overflows connect directly to coastal marsh and the Mississippi Sound through canals and bayous. Anticipated project implementation components, which will be refined in the engineering and design phase, may include, but are not limited to, the following:

- Pre-design activities such as topographic surveys, flow monitoring of multiple locations on Old Spanish Trail, video and cleaning out of areas to determine point repair locations, and spot excavations to verify repair locations.
- Design activities such as creation of preliminary design documents for city and agency review, obtaining all permits, final design documents, creation of bid documents, advertisement for construction, and issuing addenda.
- Construction activities such as construction oversight, coordination, management, close out, etc.
- Replacement of the sewer main and all manholes along Old Spanish Trail and Gautier/Vancleave Road to better convey flows from the surrounding project area (adjacent roads and subdivisions).
- Installation of a new sewer main at the confluence of flows into the main that runs north along Gautier/Vancleave Road, which would separate flows from each direction and

convey them separately mitigating the current choke point between Gautier/Vancleave and Old Spanish Trail. Depending on pipe size upgrades, an additional pump station may be installed at this intersection to ensure continuous flow north and avoiding any overflows.

**B. PARTICIPATING ORGANIZATIONS (SUB-RECIPIENTS, CONTRACTORS, ETC.)**

**NAME OF SUB-RECIPIENT:** City of Gautier

**DUNS OF SUB-RECIPIENT:** 96-444-7817

**SELECTION METHOD:**

Identified system failures in the project area are the responsibility of the City of Gautier, which is the public entity which owns, operates and maintains water, wastewater and storm water infrastructure in the project area. The City of Gautier submitted the project idea in the Restoration Project Idea Portal.

**MONITORING OF SUB-RECIPIENT:**

See the Water Quality Improvement Program grant award – Scope of Work, Task 1 (Program Management, Construction Management, and Oversight) and response to application question B4.

**C. PERFORMANCE MEASUREMENT**

The expected outcome following this specific restoration is the mitigation of water quality issues in the project area, measured by a reduction in bypass and/or spill reports. Since 2007, there has been a total of 123 bypass and/or spill reports within the project area. Between 2014 and 2018 there were 63 bypass and/or spill reports within the project area. The monitoring efforts are part of the Water Quality Improvement Program, Task 2, scope of work.

**D. ENVIRONMENTAL COMPLIANCE**

See Attachment B: Environmental Checklist

**E. BEST AVAILABLE SCIENCE**

See Attachment C: Best Available Science

**2. PROJECT MILESTONES AND ESTIMATED USEFUL LIFE OF PROJECT**

**A. PROJECT MILESTONES**

See Attachment D: Project Specific Milestones Report

**B. ESTIMATED USEFUL LIFE:** 20 years based on industry standards.

**3. BUDGET NARRATIVE**

Sub-recipient activities under this project will include engineering and design, permitting and construction. Contractual services will be procured by the sub-recipient consistent with applicable procurement standards. Budget estimates were provided by the sub-recipient and are based on

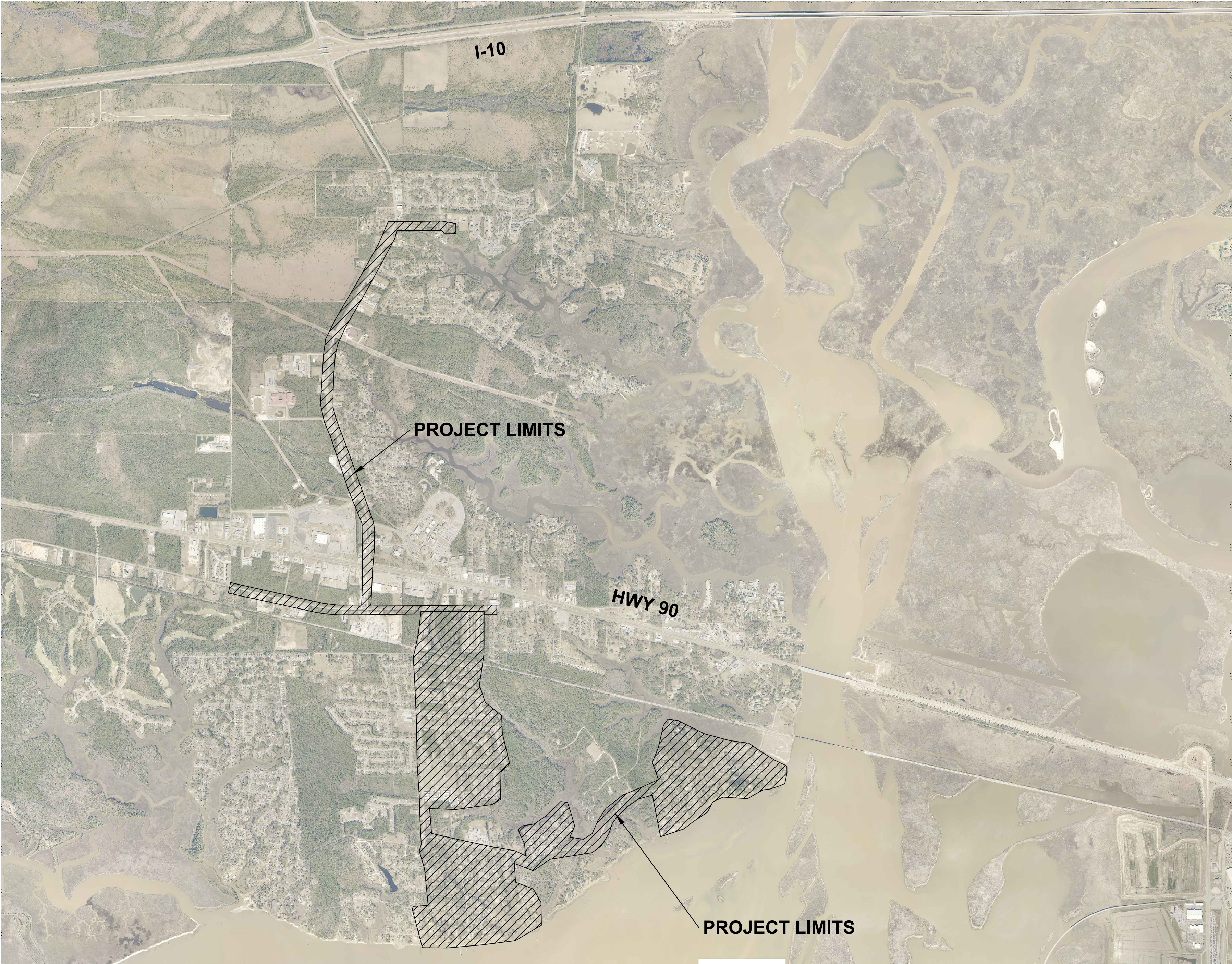
preliminary engineering estimates and experience with projects of similar scope. Construction will be based on specifications developed by the City of Gautier as a part of the engineering and design phase of the sub-award. The lowest responsive and responsible bidder will be awarded construction of the overall project in accordance with applicable procurement standards.

| <b>Cost Classification</b>                       | <b>Other Funding</b> | <b>RESTORE (Sub-Award)</b> | <b>Total Costs</b>     |
|--------------------------------------------------|----------------------|----------------------------|------------------------|
| Administrative and Legal Expenses                | \$ -                 | -                          | -                      |
| Land, Structure, Rights-of-Way, Appraisals, Etc. | -                    | -                          | -                      |
| Relocation Expenses and Payments                 | -                    | -                          | -                      |
| Architectural and Engineering Fees               | -                    | 192,100.00                 | 192,100.00             |
| Other Architectural and Engineering Fees         | -                    | 83,300.00                  | 83,300.00              |
| Project Inspection Fees                          | -                    | 160,000.00                 | 160,000.00             |
| Site Work                                        | -                    | -                          | -                      |
| Demolition and Removal                           | -                    | -                          | -                      |
| Construction                                     | -                    | 1,872,050.00               | 1,872,050.00           |
| Equipment                                        | -                    | -                          | -                      |
| Miscellaneous                                    | -                    | -                          | -                      |
| <b>TOTAL SUB-RECIPIENT AWARD</b>                 | <b>\$ 0.00</b>       | <b>\$ 2,307,450.00</b>     | <b>\$ 2,307,450.00</b> |

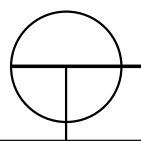
#### 4. ATTACHMENTS/UPLOADS

- Attachment A – Project Location Map
- Attachment B – Environmental Checklist
- Attachment C – Best Available Science
- Attachment D – Project Specific Milestones Report
- Attachment E – Status of Performance Report
- Attachment F – Detailed Sub-recipient Budget Estimate
- Attachment G – Floodplain map
- Attachment H – Clear Site Certification





N  
SCALE: 1" = 2000'



PROJECT LOCATION MAP

SCALE: 1" =2000'

**-PRELIMINARY-**  
**NOT ISSUED FOR CONSTRUCTION**

IMAGERY SOURCE: Jackson County GIS Dept.  
geoTIFFs Aerial Photography 2 ft (2016)

|          |            |
|----------|------------|
| Revised  |            |
| Drawn    | D. LOVE    |
| Checked  | N. HOGG    |
| Approved | M. SEYMOUR |
| Date     | 12/10/2018 |

Sheet Title  
PROJECT LOCATION MAP

Project Name

**SEYMOUR ENGINEERING**  
PHONE: 228-385-2350 925 TOMMY MUNRO DRIVE, SUITE G BILOXI, MISSISSIPPI 39532  
FAX: 228-385-2353

Sheet  
C1

Project No.  
00-000



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                      |                                                                                     |                                                                                                                                                |                                                                                               |                                                                    |                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| RESTORE Act Milestones Report — Department of the Treasury                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                      |                                                                                     |                                                                                                                                                | OMB Approval No. 1505-0250                                                                    |                                                                    |                                                                                        |
| Applicant/Grantee:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                      | Mississippi Department of Environmental Quality (MDEQ)                              |                                                                                                                                                |                                                                                               |                                                                    |                                                                                        |
| Title (PROGRAM):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                      | PROGRAM: Mississippi Gulf Coast Water Quality Improvement Program                   |                                                                                                                                                |                                                                                               |                                                                    |                                                                                        |
| Title (PROJECT):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                      | PROJECT: City of Gautier Old Spanish Trail Wastewater System Upgrades               |                                                                                                                                                |                                                                                               |                                                                    |                                                                                        |
| Reporting Period Ending (Options: initial report, Mar 31, Sept 30), 20XX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                      | Initial Report                                                                      |                                                                                                                                                |                                                                                               |                                                                    |                                                                                        |
| INSTRUCTIONS FOR COMPLETING FORM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                      |                                                                                     |                                                                                                                                                |                                                                                               |                                                                    |                                                                                        |
| Please complete Columns B-E in the initial report submitted as part of an application package. After a grant is awarded, complete Columns G-H for each milestone as applicable and submit as part of the performance reports described in the Standard Terms and Conditions. Columns E and H will calculate automatically, and will show an error message unless the values in each column total 100%. These milestones should reflect what is in the applicant's scope of work as described in the applicable RESTORE Act Direct Component or Centers of Excellence Application Narrative. |                                                                                                                      |                                                                                     |                                                                                                                                                |                                                                                               |                                                                    |                                                                                        |
| TO COMPLETE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                      |                                                                                     |                                                                                                                                                |                                                                                               |                                                                    |                                                                                        |
| -A-<br>Milestone Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | -B-<br>Milestone Description<br>Provide a brief description of the significant steps that comprise the scope of work | -C-<br>Estimated Completion Timeframe of Milestone<br>(Format: award + # of months) | -D-<br>Is milestone contingent upon completion of another milestone (Y/N)?<br>If yes, which milestone is it contingent upon (# from Column A)? | -E-<br>What percentage of the Scope of Work is estimated to be completed with this milestone? | -G-<br>Actual Completion Date of Milestone<br>(Format: Month-Year) | -H-<br>Estimated percentage of budget for the awarded Scope of Work spent on milestone |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Conduct subrecipient risk assessment(s)                                                                              | Program Award + 6 months                                                            | N                                                                                                                                              | 2%                                                                                            |                                                                    | 2%                                                                                     |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Sign subaward agreement(s)                                                                                           | Program Award + 7 months                                                            | Y; 1                                                                                                                                           | 2%                                                                                            |                                                                    | 2%                                                                                     |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Begin construction of water quality improvements                                                                     | Release of project funds + 12 months                                                | Y; 1, 2                                                                                                                                        | 10%                                                                                           |                                                                    | 10%                                                                                    |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Complete construction for water quality improvements                                                                 | Release of project funds + 24 months                                                | Y; 1, 2, 3                                                                                                                                     | 85%                                                                                           |                                                                    | 85%                                                                                    |
| 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Initiate post-implementation monitoring                                                                              | Release of project funds + 24 months                                                | Y; 1, 2, 3, 4                                                                                                                                  | 1%                                                                                            |                                                                    | 1%                                                                                     |
| 8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                                                                                     |                                                                                                                                                | 0%                                                                                            |                                                                    | 0%                                                                                     |
| 9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                      |                                                                                     |                                                                                                                                                | 0%                                                                                            |                                                                    | 0%                                                                                     |
| TOTAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                      |                                                                                     |                                                                                                                                                | 100%                                                                                          |                                                                    | 100%                                                                                   |
| According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                      |                                                                                     |                                                                                                                                                |                                                                                               |                                                                    |                                                                                        |



|                                                                    |           |                                                                                                                                                           |          |        |                                        |                                                    |                                        |                                                    |
|--------------------------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|----------------------------------------|----------------------------------------------------|----------------------------------------|----------------------------------------------------|
| Applicant/Grantee:                                                 |           | Mississippi Department of Environmental Quality (MDEQ)                                                                                                    |          |        |                                        |                                                    |                                        |                                                    |
| Title:                                                             |           | PROGRAM: Mississippi Gulf Coast Water Quality Improvement Program<br>PROJECT: City of Gautier Old Spanish Trail Wastewater System Upgrades                |          |        |                                        |                                                    |                                        |                                                    |
| Reporting Period Ending (Options: initial report, Mar 31, Sept 30) |           | Initial Report                                                                                                                                            |          |        |                                        |                                                    |                                        |                                                    |
| Goal(s):                                                           |           | To implement projects that will provide water quality improvements (e.g., reduced pollutants and/or organics) within the Mississippi coastal environment. |          |        |                                        |                                                    |                                        |                                                    |
| Eligible Activity/<br>Discipline #                                 | Measure # | Measure                                                                                                                                                   | Baseline | Target | Target Date<br>(month/<br>year)        | Progress toward<br>target<br>(reporting<br>period) | Progress toward target<br>(cumulative) | Status/Next Steps                                  |
| DC-1                                                               | 1         | Estimated % reduction in annual bypass and/or spill reports directly tied to the infrastructure replaced/improved measured 12 months post construction    | 0%       | 20%    | completion of construction + 12 months | 0                                                  | 0                                      | Activities toward this measure have not yet begun. |
| -                                                                  |           |                                                                                                                                                           |          |        |                                        |                                                    |                                        |                                                    |
| -                                                                  |           |                                                                                                                                                           |          |        |                                        |                                                    |                                        |                                                    |
| -                                                                  |           |                                                                                                                                                           |          |        |                                        |                                                    |                                        |                                                    |
| -                                                                  |           |                                                                                                                                                           |          |        |                                        |                                                    |                                        |                                                    |
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| -                                                                  |           |                                                                                                                                                           |          |        |                                        |                                                    |                                        |                                                    |
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| -                                                                  |           |                                                                                                                                                           |          |        |                                        |                                                    |                                        |                                                    |

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

## **ATTACHMENT C**

### **STANDARD SUB-AWARD TERMS AND CONDITIONS**

#### **1. APPLICABLE LAW**

The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi and applicable federal law excluding its conflicts of laws provisions. SUB-RECIPIENT shall comply with applicable federal, state, and local laws and regulations.

#### **2. 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 SUB-RECIPIENT, 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.

#### **3. REPRESENTATION REGARDING CONTINGENT FEES**

SUB-RECIPIENT 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.

#### **4. REPRESENTATION REGARDING GRATUITIES**

SUB-RECIPIENT 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*.

## **5. PROCUREMENT REGULATIONS**

The SUB-RECIPIENT shall be governed by the applicable provisions of the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>

## **6. SUB-AWARDS**

If the SUB-RECIPIENT is authorized to make a sub-award, the SUB-RECIPIENT must include and incorporate the terms and conditions of the Federal Award, and any Special Award Conditions, the terms and conditions of this Agreement and any attachments, in all lower tier sub-awards. Further, the SUB-RECIPIENT, who makes a sub-award, must follow and carry out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.

## **7. COMPLIANCE WITH LAWS**

The SUB-RECIPIENT 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 the SUB-RECIPIENT agrees during the Period of Performance of the Agreement that the SUB-RECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. The SUB-RECIPIENT 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.

## **8. STOP WORK ORDER**

A. *Order to Stop Work:* MDEQ may, by written order to SUB-RECIPIENT at any time and without notice to any surety, require SUB-RECIPIENT 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 SUB-RECIPIENT, 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, SUB-RECIPIENT 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:

- (1) cancel the stop work order; or,

- (2) 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, SUB-RECIPIENT 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:

- (1) The stop work order results in an increase in the time required for, or in SUB-RECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- (2) SUB-RECIPIENT 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.

D. *Adjustment of Price:* Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

## **9. E-PAYMENT**

SUB-RECIPIENT 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 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. Mississippi Code Annotated § 31-7-301 et seq..

## **10. E-VERIFICATION**

If applicable, SUB-RECIPIENT represents and warrants 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. SUB-RECIPIENT 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, SUB-RECIPIENT agrees to provide a copy of each such verification. SUB-RECIPIENT

further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

## **11. 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 <http://www.transparency.mississippi>. Information identified by SUB-RECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

## **12. 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 SUB-RECIPIENT’s choice. MDEQ may, at its sole discretion, require the SUB-RECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. The SUB-RECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

## **13. TERMINATION**

The Agreement may be terminated as follows:

### **A. TERMINATION FOR CONVENIENCE**

- (1) *Termination.* 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 SUB-RECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.
- (2) *SUB-RECIPIENT’s Obligations.* SUB-RECIPIENT shall immediately terminate the specified Work and any further expenditure or obligation of funds, and return to MDEQ any unobligated and unspent portion of the funds then held by SUB-RECIPIENT and shall also terminate outstanding orders and contracts as they relate to the terminated work. SUB-RECIPIENT shall settle the liabilities and claims arising out of the



termination of contracts and orders connected with the terminated work. MDEQ may direct SUB-RECIPIENT to assign SUB-RECIPIENT's right, title, and interest under terminated orders or contracts to the State. SUB-RECIPIENT must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

#### **B. TERMINATION FOR DEFAULT**

If SUB-RECIPIENT 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 SUB-RECIPIENT in writing of the delay or nonperformance. If delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may then immediately terminate SUB-RECIPIENT'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. In the event of termination in whole or in part, MDEQ may procure similar supplies or services in a manner and upon terms deemed appropriate by MDEQ. SUB-RECIPIENT shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUB-RECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUB-RECIPIENT 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 SUB-RECIPIENT, if SUB-RECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUB-RECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUB-RECIPIENT 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.

### **14. DISPUTES**

Before pleading to any judicial system at any level, the SUB-RECIPIENT 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 the SUB-RECIPIENT 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 the SUB-RECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. Section 49-17-35 and -41. In the alternative, at the SUB-RECIPIENT'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. Section 49-17-41.

## **15. ANTI-ASSIGNMENT/CONTRACTING**

SUB-RECIPIENT acknowledges that it was selected by MDEQ to perform the Work required hereunder based, in part, upon SUB-RECIPIENT's special skills and expertise. Unless contractors are otherwise identified and approved in accordance with the "Contracts" provision of this Agreement, SUB-RECIPIENT 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 addition to the Maximum Amount agreed upon 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.

## **16. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

The SUB-RECIPIENT certifies that (a) it is a Mississippi governmental entity; (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.

## **17. DEBARMENT AND SUSPENSION**

SUB-RECIPIENT 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-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. has not, within a three-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 paragraphs two (2) and (3) of this certification; and,
- E. has not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

## 18. CONFIDENTIALITY

- A. *Information Designated by Contractor as Confidential.* Any disclosure of those materials, documents, data and other information, which SUB-RECIPIENT has designated in writing as proprietary and confidential shall be subject to the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1. As provided in this Agreement, the personal or professional services to be provided, the price to be paid, and the term of the Agreement shall not be deemed to be a trade secret or confidential commercial or financial information.
- B. *Public Records.* Notwithstanding any provision to the contrary contained herein, all Parties recognize that MDEQ is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDEQ pursuant to this Agreement and designated by the SUB-RECIPIENT in writing as trade secrets or other proprietary confidential information, MDEQ shall following provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. MDEQ shall not be liable to SUB-RECIPIENT for disclosure of information required by court order or required by law.
- C. *Disclosure of Confidential Information.* In the event that either party to this Agreement receives notice that a third party requests divulgence of Confidential Information or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of Confidential Information or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this Agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*

- D. *Wrongful Disclosure of Confidential Information.* Any liability resulting from the wrongful disclosure of Confidential Information on the part of SUB-RECIPIENT or its contractor shall rest with SUB-RECIPIENT. Disclosure of any Confidential Information by SUB-RECIPIENT or its subcontractor without the express written approval of MDEQ may result in the immediate termination of this Agreement.
- E. *Exceptions to Confidential Information.* SUB-RECIPIENT and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“**Disclosing Party**”) which is:
- (1) Rightfully known to the recipient prior to negotiations leading to this Agreement, other than information obtained in confidence under prior engagements;
  - (2) Generally known or easily ascertainable by nonparties to this Agreement;
  - (3) Released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
  - (4) Independently developed by the recipient without any reliance on confidential information;
  - (5) Part or later becomes part of the public domain or may be lawfully obtained by the State or SUB-RECIPIENT from any nonparty; or
  - (6) Disclosed with the Disclosing Party’s prior written consent; or
  - (7) As otherwise required to be disclosed by law.

## **19. 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.

## **20. FORCE MAJEURE**

Each Party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its contractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, SUB-RECIPIENT shall notify MDEQ

immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless MDEQ determines it to be in its best interest to terminate the Agreement.

## **21. INDEMNIFICATION**

The SUB-RECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUB-RECIPIENT's tort liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated §§ 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.

## **22. SUB-RECIPIENT STATUS**

The SUB-RECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUB-RECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

The SUB-RECIPIENT 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 the SUB-RECIPIENT to perform the services hereunder shall be an employee or independent contractor of the SUB-RECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

The SUB-RECIPIENT 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 SUB-RECIPIENT'S contractors, subcontractors, employees or agents.

## **23. INSURANCE**

SUB-RECIPIENT is self-insured for liability under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1, *et seq.* The SUB-RECIPIENT must also maintain appropriate insurances to cover property, this includes any equipment purchased under



this Agreement. Should the SUB-RECIPIENT procure additional insurance against liability for injury to persons or property, it should have MDEQ named as additional insureds on all such policies for any work performed by SUB-RECIPIENT pursuant to this Agreement and provide MDEQ with appropriate Certificates of Insurance and endorsements reflecting such additions within thirty (30) days after this Agreement is fully-executed.

#### **24. 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 the SUB-RECIPIENT. SUB-RECIPIENT 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.

#### **25. AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

#### **26. 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 SUB-RECIPIENT.

#### **27. OWNERSHIP OF DOCUMENTS AND WORK PAPERS**

MDEQ shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for SUB-RECIPIENT's internal administrative and quality assurance files and internal project correspondence. SUB-RECIPIENT shall deliver such documents and work papers to MDEQ. The foregoing notwithstanding, SUB-RECIPIENT shall be entitled to retain a set of such work papers for its files.

#### **28. RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUB-RECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUB-RECIPIENT, Treasury, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUB-RECIPIENT'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 SUB-RECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUB-RECIPIENT 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.

SUB-RECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the "Right to Audit" provision only if all of the following conditions are satisfied:

- A. SUB-RECIPIENT 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 SUB-RECIPIENT provides the records and corresponding certification to SUB-RECIPIENT, in which case, SUB-RECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and
- C. SUB-RECIPIENT provides MDEQ a minimum of thirty (30) days' written notice before providing the above-mentioned records and corresponding certification.

## **29. RIGHT TO AUDIT**

SUB-RECIPIENT shall maintain such financial records and other records as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUB-RECIPIENT shall retain these records for a period of ten years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten-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 and Treasury.

## **30. RIGHT TO INSPECT WORK; ACCESS**

Treasury, the Government Accountability Office, 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 Treasury, the Government Accountability Office, MDEQ and their representatives, invitees, and consultants, SUB-RECIPIENT 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. SUB-RECIPIENT 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 SUB-RECIPIENT's performance of the Work.

### **31. 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.

### **32. THIRD PARTY ACTION NOTIFICATION**

SUB-RECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUB-RECIPIENT by any entity that may result in litigation related in any way to this Agreement.

### **33. UNSATISFACTORY WORK**

If, at any time during Period of Performance, the service performed or work done by SUB-RECIPIENT is considered by MDEQ to be unsatisfactory, MDEQ shall notify the SUB-RECIPIENT of such and the SUB-RECIPIENT will be required to correct such service or work. If, at any time during Period of Performance, the service performed or work done by SUB-RECIPIENT is considered by MDEQ to create a condition that threatens the health, safety, or welfare of the environment, citizens and/or employees of the State of Mississippi, SUB-RECIPIENT shall, on being notified by MDEQ, immediately correct such deficient service or work. In the event SUB-RECIPIENT fails, after notice, to correct the deficient service or work immediately, MDEQ shall have the right to order the correction of the deficiency by separate Agreement or with its own resources at the expense of SUB-RECIPIENT.

### **34. WAIVER**

No delay or omission by either Party to this Agreement in exercising anyright, 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.

### **35. COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUB-RECIPIENT 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. SUB-RECIPIENT 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, SUB-RECIPIENT shall require the Contracted Party to submit to both SUB-RECIPIENT 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 Contracting Party and any contractors 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. SUB-RECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

### **36. CONFLICT OF INTEREST**

The SUB-RECIPIENT 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, the SUB-RECIPIENT 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.

### **37. SUCCESSIONS 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.

### **38. 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.

#### **39. EVALUATION**

SUB-RECIPIENT agrees to cooperate with MDEQ by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and this Agreement for a period of ten (10) years after the date on which the Final Reports are provided.

#### **40. VENUE**

Venue for the resolution of any dispute, according to Disputes Clause of this Agreement, and any subsequent litigation shall be in Jackson, Hinds County, Mississippi.

#### **41. HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.



## **ATTACHMENT D**

### **SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN**

An evaluation for the assessment of uncontrolled risks of the SUB-RECIPIENT's systems and processes for financial management was performed as of part of the initial sub-award process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Sub-Award Agreement. No corrective action is required to the SUB-RECIPIENT's systems and processes at the time of this award. MDEQ requests the SUB-RECIPIENT provide the following information to MDEQ as part of observations made during the evaluation:

1. SUB-RECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the program performance period.
2. SUB-RECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUB-RECIPIENT'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. SUB-RECIPIENT 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 SUB-RECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUB-RECIPIENT 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 SUB-RECIPIENT's ability to comply with Federal Award and/or Sub-Award requirements.

**ATTACHMENT E**  
**SUB-AWARD 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) 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-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-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 paragraphs two (2) and (3) of this certification; and,
- E. has not, within a three-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 SUB-RECIPIENT 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 SUB-RECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUB-RECIPIENT 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 SUB-RECIPIENT.

Upon execution of any contract between the SUB-RECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUB-RECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUB-RECIPIENT and any other party. The SUB-RECIPIENT, 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 SUB-RECIPIENT and any other party. The SUB-RECIPIENT 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 SUB-RECIPIENT and the Contracted Party or any other parties.

## **5. ACCESS TO RECORDS**

Treasury, the Treasury Office of Inspector General, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have the right of timely and unrestricted access to any of Contracted Party's books, documents, papers, and other records, including electronic records, which are maintained or produced as a result of the agreement and Project for the purpose of making audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the SUB-RECIPIENT's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

## **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, which are maintained or produced as a result of the agreement and the Project. These records must be retained for a minimum of three years after final payment under the agreement is made. These records shall be made available during the term of the agreement and the subsequent three-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 and Treasury. If any litigation, claim, investigation, or audit relating to Federal Award No. RDCGR470064 ("Award") or an activity funded under the Award is started before the expiration of the three 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**

Treasury, the Treasury Office of Inspector General, the Government Accountability Office, MDEQ and their representatives, invitees, and consultants, and Departments and Agencies of the State of Mississippi, and any of their duly authorized representatives', shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all work hereunder.

## **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 above described Project 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 & EVALUATION**

Both parties agree to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project or projects 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, both parties agree 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 often (10) years after the date on which the Final Reports are provided.



**CITY OF GAUTIER, MISSISSIPPI  
STUDY AGENDA  
August 17, 2021**

**ITEM DESCRIPTION:**

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**Citizen Comments**

**City Council Comments**

**City Manager Comments**

**City Clerk Comments**

**City Attorney Comments**

**NOTES:**

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