

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
September 7, 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 September 23rd from 11:00am until 6:00pm at the Singing River Mall Property.**
- 2. City of Gautier Cruisin' Through the Decades Event to be held on October 3, 2021 at the Singing River Mall Property starting at 4:00pm.**

IV. Presentation Agenda

V. Business Agenda

- 1. Conduct a public hearing for FY 2022 Budget and adoption of a Resolution fixing the Municipal Tax Levy**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 2. Adoption of a Resolution fixing the Municipal Tax Levy for FY 2021-2022**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 3. Approval of Supplemental Agreement No. 1 for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000)**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 4. Authorization to execute any and all documents necessary to obtain Senate Bill 2948, 2021 Regular Legislative Session, funds to assist the City of**

Gautier in paying costs associated with construction of Town Commons Park

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

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

1. Approval of minutes from Recessed Council Meeting held August 17, 2021 and Recessed Budget Meeting held August 19, 2021
2. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19
3. Authorization to accept the Community Partnership Grant through CenterPoint Energy in the amount of \$2500
4. Approval of a Business Services Agreement with Sparklight for Wi-Fi and Internet services in the Vehicle Maintenance Shop beginning October 1, 2021
5. Authorization to accept monetary donations for The City of Gautier's Cruisin' Through the Decades Event
6. Authorization to approve and ratify the Proclamation of Local Emergency and Continuation Thereof relating to Tropical Depression and Storm Nine (Hurricane Ida)
7. Approval of water and sewer adjustments dated September 7, 2021 in the amount of \$4,648.92
8. Receive August 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 September 14, 2021 at 6:00PM
www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
September 7, 2021**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **Gautier's Tasty Thursday will be held on September 23rd from 11:00am until 6:00pm at the Singing River Mall Property.**
2. **City of Gautier Crusin' Through the Decades Event to be held October 3, 2021 at Singing River Mall Property starting at 4pm.**

NOTES:

GAUTIER PRESENTS

**TASTY
THURSDAY!**

**23
SEP**



11 AM

**GOOD EATS FROM AWESOME
FOOD TRUCKS**

**MANN KETTLE CORN – HAVENS CREAMERY –
THE SCRATCH KITCHEN– NORWOODS FAMOUS SKINS,
KEEPIN' IT TASTY, KLASSY WRAPPERS,
FRANKIE FAYE'S, 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
September 7, 2021**

ITEM DESCRIPTION:

PRESENTATION AGENDA

NONE

NOTES :

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

Council Meeting:
Title:

September 7, 2021
**Conduct a public hearing for FY 2022 Budget and
adoption of a Resolution fixing the Municipal Tax
Levy**

Introduced by:
Contact Person/Telephone

City Manager 497-8000

**Summary Explanation: Conduct a public hearing for FY 2022 Budget and adoption of a Resolution
fixing the Municipal Tax Levy**

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

City of Gautier
October 1, 2021 - September 30, 2022
Annual Budget

GENERAL FUND: FUND 001	ORIGINAL	PROPOSED
REVENUES	BUDGET	BUDGET
	FY 2021	FY 2022
Licenses & Permits	\$ 97,000.00	\$ 108,500.00
Inter-Governmental Revenue:		
In Lieu of Taxes	\$ 353,000.00	\$ 360,000.00
Franchise Fees	\$ 150,000.00	\$ 132,000.00
General Sales Tax	\$ 2,275,000.00	\$ 2,475,000.00
ABC Licenses	\$ 13,000.00	\$ 14,500.00
Homestead Reimbursement	\$ 105,000.00	\$ 105,000.00
Motor Fuel Tax	\$ 15,000.00	\$ 15,000.00
Modernization USE Tax	\$ 130,000.00	\$ -
Shared Revenues - Road Tax	\$ 579,000.00	\$ 630,794.00
Shared Revenues - Recreation	\$ 141,000.00	\$ 140,000.00
JCBS Inter Local Funds	\$ -	\$ -
Rail Car Tax	\$ 2,800.00	\$ 2,800.00
Privilege Tax-Heavy Duty Vehicle	\$ 5,000.00	\$ 5,500.00
Municipal Aid Surplus	\$ 9,250.00	\$ 9,250.00
FEMA/MEMA Reimbursement	\$ 95,000.00	\$ 159,000.00
Fine & Forfeits	\$ 500,000.00	\$ 400,000.00
Grants	\$ 85,888.00	\$ 85,888.00
Surplus Property	\$ -	\$ -
Loan - Public Safety Vehicles	\$ -	\$ 40,000.00
Miscellaneous	\$ 141,400.00	\$ 143,100.00
Transfer from Other Funds	\$ -	\$ 102,012.00
Transfer from Solid Waste Fund	\$ 332,634.00	\$ 300,000.00
Transfer from Enterprise Fund	\$ 704,000.00	\$ 780,000.00
Total revenue from sources other than taxation	\$ 5,733,972.00	\$ 6,008,344.00
Balance at beginning of year	\$ 2,400,000.00	\$ 4,300,000.00
Total from all sources other than taxation	\$ 8,133,972.00	\$ 10,308,344.00
Amount necessary to be raised by tax levy	\$ 4,829,923.00	\$ 5,261,835.00
Total available cash and anticipated revenue	\$ 12,963,895.00	\$ 15,570,179.00
GENERAL FUND		
EXPENDITURES		
LEGISLATIVE DEPARTMENT		
Personnel Services	\$ 156,538.00	\$ 214,905.00
Supplies	\$ 2,000.00	\$ 5,000.00
Other Services & Charges	\$ 16,525.00	\$ 53,800.00
Total	\$ 175,063.00	\$ 273,705.00
CITY COURT		
Personnel Services	\$ 182,166.00	\$ 219,529.00
Supplies	\$ 2,500.00	\$ 2,500.00
Other Services & Charges	\$ 130,550.00	\$ 126,550.00
Capital Outlay	\$ -	\$ -
Total	\$ 315,216.00	\$ 348,579.00
CITY MANAGER		
Personnel Services	\$ 120,000.00	\$ 135,000.00
Supplies	\$ 2,500.00	\$ 2,500.00
Other Services & Charges	\$ 127,800.00	\$ 190,800.00
Total	\$ 250,300.00	\$ 328,300.00
HUMAN RESOURCES		
Personnel Services	\$ 55,664.00	\$ 64,570.00
Supplies	\$ 2,500.00	\$ 4,000.00
Other Services & Charges	\$ 7,100.00	\$ 10,600.00
Total	\$ 65,264.00	\$ 79,170.00
ELECTIONS		
Supplies	\$ 500.00	\$ -
Other Services & Charges	\$ 31,500.00	\$ -
Total	\$ 32,000.00	\$ -
CITY CLERK		
Personnel Services	\$ 472,598.00	\$ 490,313.00
Supplies	\$ 17,000.00	\$ 18,000.00
Other Services & Charges	\$ 22,400.00	\$ 25,500.00
Capital Outlay	\$ 2,000.00	\$ 3,700.00
Debt Service	\$ 10,498.00	\$ 10,498.00
Total	\$ 524,496.00	\$ 548,011.00
CITY ATTORNEY		
Other Services & Charges	\$ 130,000.00	\$ 180,000.00
Total	\$ 130,000.00	\$ 180,000.00
BUILDING & PLANNING		
Personnel Services	\$ 356,316.00	\$ 428,541.00
Supplies	\$ 10,400.00	\$ 20,000.00
Other Services & Charges	\$ 57,800.00	\$ 67,650.00
Total	\$ 424,516.00	\$ 516,191.00
GENERAL EXPENSES & FACILITIES		
Supplies	\$ 18,000.00	\$ 23,000.00
Other Services & Charges	\$ 663,600.00	\$ 649,200.00
Capital Outlay	\$ -	\$ -
Total	\$ 681,600.00	\$ 672,200.00

GRANTS & PROJECTS ADMIN		
Personnel Services	\$ 178,740.00	\$ 178,725.00
Supplies	\$ 900.00	\$ 1,800.00
Other Services & Charges	\$ 14,975.00	\$ 50,280.00
Capital Outlay	\$ 600.00	\$ 1,500.00
Total	\$ 195,215.00	\$ 232,305.00
POLICE DEPARTMENT		
Personnel Services	\$ 3,078,738.00	\$ 3,325,792.00
Supplies	\$ 197,500.00	\$ 267,000.00
Other Services & Charges	\$ 159,900.00	\$ 213,600.00
Capital Outlay	\$ 31,000.00	\$ 158,000.00
Debt Service	\$ 38,830.00	\$ 76,826.00
Total	\$ 3,505,968.00	\$ 4,041,218.00
FIRE DEPARTMENT		
Personnel Services	\$ 2,515,039.00	\$ 2,535,217.00
Supplies	\$ 61,867.00	\$ 74,912.00
Other Services & Charges	\$ 104,650.00	\$ 132,350.00
Capital Outlay	\$ 6,200.00	\$ 3,000.00
Debt Service	\$ 13,416.00	\$ 13,416.00
Total	\$ 2,701,172.00	\$ 2,758,895.00
RECREATION DEPARTMENT		
Personnel Services	\$ 416,147.00	\$ 587,947.00
Supplies	\$ 82,000.00	\$ 119,000.00
Other Services & Charges	\$ 78,750.00	\$ 99,250.00
Capital Outlay	\$ 2,500.00	\$ 34,746.00
Debt Service	\$ 27,343.00	\$ 27,343.00
Total	\$ 606,740.00	\$ 868,286.00
STREETS		
Supplies	\$ 75,000.00	\$ 96,000.00
Other Services & Charges	\$ 231,000.00	\$ 269,000.00
Capital Outlay	\$ 35,000.00	\$ 80,000.00
Total	\$ 341,000.00	\$ 445,000.00
MAINTENANCE		
Personnel Services	\$ 222,002.00	\$ 278,374.00
Supplies	\$ 20,800.00	\$ 30,000.00
Other Services & Charges	\$ 5,470.00	\$ 20,200.00
Capital Outlay	\$ -	\$ 5,500.00
Total	\$ 248,272.00	\$ 334,074.00
DEBT SERVICE		
Debt Service	\$ -	\$ 87,454.00
Total	\$ -	\$ 87,454.00
INTERFUND TRANSFERS		
Transfer to Other Funds	\$ 850,529.00	\$ 809,552.00
Transfer to Health Benefit Fund	\$ -	\$ -
Total	\$ 850,529.00	\$ 809,552.00
TOTAL EXPENDITURES	\$ 11,047,351.00	\$ 12,522,940.00
YEAR END BALANCE	\$ 1,916,544.00	\$ 3,047,239.00
BALANCE	\$ 12,963,895.00	\$ 15,570,179.00

HB1 MODERNIZATION ACT (USE TAX): FUND 002

REVENUE		
Balance at beginning of year	\$ -	\$ 430,492.00
Use Tax Distributions	\$ -	\$ 645,000.00
Transfer from General Fund	\$ -	\$ -
Total available cash and anticipated revenue	\$ -	\$ 1,075,492.00
EXPENDITURES		
Infrastructure: Water & Sewer	\$ -	\$ 250,492.00
Unappropriated (Restricted)	\$ -	\$ 345,000.00
Transfers to Capital Projects	\$ -	\$ 480,000.00
TOTAL EXPENDITURES	\$ -	\$ 1,075,492.00
YEAR END BALANCE	\$ -	\$ -
BALANCE	\$ -	\$ 1,075,492.00

ARPA FEDERAL FUNDS SLFR22621: FUND 003

REVENUE		
Balance at beginning of year	\$ -	\$ 2,272,838.62
Fiscal Recovery Funds 2nd Tranche	\$ -	\$ 2,272,838.61
Total available cash and anticipated revenue	\$ -	\$ 4,545,677.23
EXPENDITURES		
Health & Welfare	\$ -	\$ 108,000.00
Negative Economic Impact: Personnel	\$ -	\$ 538,074.00
Revenue Replacement: Capital Outlay	\$ -	\$ 541,100.00
Unappropriated (Restricted)	\$ -	\$ 3,358,503.23
TOTAL EXPENDITURES	\$ -	\$ 4,545,677.23
YEAR END BALANCE	\$ -	\$ -
BALANCE	\$ -	\$ 4,545,677.23

ALLEN ROAD WIDENING: FUND 20**REVENUES**

Balance at beginning of year	\$	-	\$	-
Transfer from General Fund	\$	46,324.00	\$	-
Total available cash and anticipated revenue	\$	46,324.00	\$	-

EXPENDITURES

Debt Service	\$	46,324.00	\$	-
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TOTAL EXPENDITURES	\$	46,324.00	\$	-
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	46,324.00	\$	-
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MDAH SCHOOL HOUSE PROJECT: FUND 30**REVENUES**

Balance at beginning of year	\$	2,983.43	\$	2,983.43
Total available cash and anticipated revenue	\$	2,983.43	\$	2,983.43

EXPENDITURES

Supplies	\$	2,983.43	\$	2,983.43
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TOTAL EXPENDITURES	\$	2,983.43	\$	2,983.43
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	2,983.43	\$	2,983.43
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\$7M CAPITAL IMPROVEMENT BOND ISSUE - FUND 130**REVENUES**

Balance at beginning of year	\$	1,291,364.10	\$	2,053,573.68
Interest	\$	1,000.00	\$	1,250.00
MDOT Reimbursements	\$	5,189,078.00	\$	5,767,207.00
Transfer from GF Debt Service	\$	489,298.00	\$	494,070.00
Transfer from Enterprise Fund	\$	825,000.00	\$	-
Transfer from HB1 Use Tax	\$	-	\$	180,000.00
Total available cash and anticipated revenue	\$	7,795,740.10	\$	8,496,100.68

EXPENDITURES

Annual Debt Service & Fees	\$	489,298.00	\$	494,070.00
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Capital Improvements	\$	7,306,442.10	\$	8,002,030.68
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TOTAL EXPENDITURES	\$	7,795,740.10	\$	8,496,100.68
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	7,795,740.10	\$	8,496,100.68
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LOCAL FORFEITURES: FUND 156**REVENUES**

Balance at beginning of year	\$	298,356.01	\$	427,857.19
Assets Forfeited	\$	-	\$	-
Total available cash and anticipated revenue	\$	298,356.01	\$	427,857.19

EXPENDITURES

Personnel Services (Overtime)	\$	64,240.00	\$	64,240.00
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Supplies	\$	2,500.00	\$	-
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Capital Outlay	\$	231,616.01	\$	200,000.00
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TOTAL EXPENDITURES	\$	298,356.01	\$	264,240.00
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YEAR END BALANCE	\$	-	\$	163,617.19
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BALANCE	\$	298,356.01	\$	427,857.19
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U S JUSTICE EQUITABLE SHARING: FUND 157**REVENUES**

Balance at beginning of year	\$	86,273.95	\$	41,995.93
Assets Forfeited	\$	-	\$	-
Total available cash and anticipated revenue	\$	86,273.95	\$	41,995.93

EXPENDITURES

Capital Outlay	\$	86,273.95	\$	41,995.93
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TOTAL EXPENDITURES	\$	86,273.95	\$	41,995.93
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	86,273.95	\$	41,995.93
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FIRE PROTECTION FUND: FUND 160**REVENUES**

Balance at beginning of year	\$	251,814.17	\$	97,334.51
Fire Insurance Rebate	\$	108,000.00	\$	216,000.00
MS Code Rebate	\$	3,000.00	\$	6,000.00
Loan Proceeds	\$	-	\$	450,000.00
Total available cash and anticipated revenue	\$	362,814.17	\$	769,334.51

EXPENDITURES

Other Services & Charges	\$	21,343.30	\$	16,343.30
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Capital Outlay	\$	65,000.00	\$	535,000.00
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Debt Service	\$	102,754.00	\$	102,754.00
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TOTAL EXPENDITURES	\$	189,097.30	\$	654,097.30
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YEAR END BALANCE	\$	173,716.87	\$	115,237.21
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BALANCE	\$	362,814.17	\$	769,334.51
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TIDELANDS GRANT FUND - FUND 171**REVENUES**

Balance at beginning of year	\$	24,960.95	\$	30,000.00
Grant: Shepard State Park	\$	194,527.32	\$	671,308.04
Grant: City Park	\$	-	\$	626.40
Transfers In	\$	-	\$	-
Total available cash and anticipated revenue	\$	219,488.27	\$	701,934.44

EXPENDITURES

Capital Outlay: Shepard State Park	\$	219,488.27	\$	701,308.04
Capital Outlay: Mary Walker Bayou Parks	\$	-	\$	626.40

TOTAL EXPENDITURES

	\$	219,488.27	\$	701,934.44
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	219,488.27	\$	701,934.44

LIBRARY SUPPORT FUND: FUND 172**REVENUES**

Balance at Beginning of Year	\$	-	\$	-
Amount to be raised by tax levy	\$	114,998.00	\$	125,282.00
Total available cash and anticipated revenue	\$	114,998.00	\$	125,282.00

EXPENDITURES

Other Services & Charges	\$	114,998.00	\$	125,282.00
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TOTAL EXPENDITURES

	\$	114,998.00	\$	125,282.00
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	114,998.00	\$	125,282.00

SHEPARD STATE PARK: FUND 176**REVENUES**

Balance at beginning of year	\$	52,000.00	\$	70,000.00
Tidelands Grant	\$	-	\$	27,560.00
USFW Grant	\$	-	\$	72,440.00
Other Revenue	\$	150.00	\$	1,200.00
Merchandise Sales	\$	-	\$	10,000.00
Camping Fees	\$	100,000.00	\$	125,000.00
Admission Fees/Day Use	\$	6,000.00	\$	10,000.00
Total available cash and anticipated revenue	\$	158,150.00	\$	316,200.00

EXPENDITURES

Personnel Services	\$	63,048.00	\$	73,161.00
Supplies	\$	16,950.00	\$	31,500.00
Other Services & Charges	\$	59,050.00	\$	69,350.00
Capital Outlay	\$	2,500.00	\$	2,500.00
Capital Outlay: Kayak Launch	\$	-	\$	100,000.00

TOTAL EXPENDITURES

	\$	141,548.00	\$	276,511.00
YEAR END BALANCE	\$	16,602.00	\$	39,689.00
BALANCE	\$	158,150.00	\$	316,200.00

S2018 UTILITY REVENUE BOND DEBT SERVICE: FUND 250**REVENUES**

Balance at beginning of year	\$	114,193.00	\$	129,839.72
Miscellaneous - Interest	\$	300.00	\$	150.00
Transfers In	\$	301,263.00	\$	288,646.00
Total available cash and anticipated revenue	\$	415,756.00	\$	418,635.72

EXPENDITURES

Debt Service	\$	285,657.00	\$	284,494.00
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TOTAL EXPENDITURES

	\$	285,657.00	\$	284,494.00
YEAR END BALANCE	\$	130,099.00	\$	134,141.72
BALANCE	\$	415,756.00	\$	418,635.72

RESERVE FUND - S2018 UTILITY REVENUE BOND: FUND 251**REVENUES**

Balance at Beginning of Year	\$	327,780.48	\$	337,236.00
Miscellaneous - Interest	\$	600.00	\$	672.00
Transfers In	\$	10,000.00	\$	10,000.00
Total available cash and anticipated revenue	\$	338,380.48	\$	347,908.00

EXPENDITURES

Transfers Out (Fund 250)	\$	1,263.00	\$	646.00
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TOTAL EXPENDITURES

	\$	1,263.00	\$	646.00
YEAR END BALANCE	\$	337,117.48	\$	347,262.00
BALANCE	\$	338,380.48	\$	347,908.00

S2019 UTILITY REVENUE BOND DEBT SERVICE: FUND 252**REVENUES**

Balance at beginning of year	\$	308,630.00	\$	241,832.05
Miscellaneous - Interest	\$	300.00	\$	280.00
Transfers In	\$	386,844.00	\$	384,816.00
Total available cash and anticipated revenue	\$	695,774.00	\$	626,928.05

EXPENDITURES

Debt Service	\$	454,009.00	\$	378,707.00
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TOTAL EXPENDITURES

	\$	454,009.00	\$	378,707.00
YEAR END BALANCE	\$	241,765.00	\$	248,221.05
BALANCE	\$	695,774.00	\$	626,928.05

RESERVE FUND - S2019 UTILITY REVENUE BOND: FUND 253**REVENUES**

Balance at Beginning of Year	\$	436,207.07	\$	446,065.35
Miscellaneous - Interest	\$	600.00	\$	782.00
Transfers In	\$	10,000.00	\$	10,000.00
Total available cash and anticipated revenue	\$	446,807.07	\$	456,847.35

EXPENDITURES

Transfers Out (Fund 252)	\$	844.00	\$	816.00
TOTAL EXPENDITURES	\$	844.00	\$	816.00
YEAR END BALANCE	\$	445,963.07	\$	456,031.35
BALANCE	\$	446,807.07	\$	456,847.35

USDA-NRCS EMERGENCY WATERSHED: FUND 300**REVENUES**

Balance at beginning of year	\$	43,916.51	\$	(88,918.95)
Grant	\$	166,031.25	\$	150,029.46
Transfers In (Enterprise)	\$	25,402.24	\$	-
Total available cash and anticipated revenue	\$	235,350.00	\$	61,110.51

EXPENDITURES

Other Services & Charges	\$	235,350.00	\$	57,715.44
TOTAL EXPENDITURES	\$	235,350.00	\$	57,715.44
YEAR END BALANCE	\$	-	\$	3,395.07
BALANCE	\$	235,350.00	\$	61,110.51

MDOT TA GRANT-MARTIN BLUFF SIDEWALK: FUND 303**REVENUES**

Balance at beginning of year	\$	452,086.65	\$	307,013.27
MDOT Reimbursements	\$	808,000.00	\$	481,570.32
Transfers In (Fund 128)	\$	-	\$	-
Total available cash and anticipated revenue	\$	1,260,086.65	\$	788,583.59

EXPENDITURES

Capital Outlay	\$	-	\$	618,398.18
Transfer Out (General Fund)	\$	1,152,085.49	\$	102,012.64
TOTAL EXPENDITURES	\$	1,152,085.49	\$	720,410.82
YEAR END BALANCE	\$	108,001.16	\$	68,172.77
BALANCE	\$	1,260,086.65	\$	788,583.59

TOWN COMMONS PARK PROJECT: FUND 304**REVENUES**

Balance at beginning of year	\$	2,066,900.00	\$	1,617,804.13
Tidelands Grant	\$	936,360.98	\$	1,234,860.98
State Funding Allocation (SB 2948)	\$	-	\$	1,000,000.00
Interest	\$	1,000.00	\$	1,000.00
Transfers In	\$	-	\$	-
Total available cash and anticipated revenue	\$	3,004,260.98	\$	3,853,665.11

EXPENDITURES

Capital Outlay	\$	3,004,260.98	\$	3,853,665.11
TOTAL EXPENDITURES	\$	3,004,260.98	\$	3,853,665.11
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	3,004,260.98	\$	3,853,665.11

S2019 MS PUBLIC IMPS GO BOND CONST: FUND 305**REVENUES**

Balance at beginning of year	\$	54,087.79	\$	103,534.26
Interest	\$	2,400.00	\$	1,100.00
Transfer In (Debt Service)	\$	294,907.00	\$	295,482.00
Total available cash and anticipated revenue	\$	351,394.79	\$	400,116.26

EXPENDITURES

Capital Outlay (Recreation)	\$	52,033.37	\$	46,946.72
Contingencies - Unappropriated	\$	3,450.00	\$	21,142.66
Debt Service	\$	294,907.00	\$	295,482.00
TOTAL EXPENDITURES	\$	350,390.37	\$	363,571.38
YEAR END BALANCE	\$	1,004.42	\$	36,544.88
BALANCE	\$	351,394.79	\$	400,116.26

BACOT PARK IMPROVEMENTS: FUND 307**REVENUES**

Balance at beginning of year	\$	1,687,250.00	\$	1,532,374.70
Transfers In	\$	-	\$	-
Total available cash and anticipated revenue	\$	1,687,250.00	\$	1,532,374.70

EXPENDITURES

Capital Outlay	\$	1,687,250.00	\$	1,532,374.70
TOTAL EXPENDITURES	\$	1,687,250.00	\$	1,532,374.70
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	1,687,250.00	\$	1,532,374.70

SSP BOARDWALK PROJECT: FUND 308**REVENUES**

Balance at beginning of year	\$	(223,504.25)	\$	-
Tidelands Grant	\$	444,909.00	\$	-
Total available cash and anticipated revenue	\$	221,404.75	\$	-

EXPENDITURES

Capital Outlay	\$	221,404.75	\$	-
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TOTAL EXPENDITURES	\$	221,404.75	\$	-
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	221,404.75	\$	-
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TOWN CENTER RETAIL DEV COMPLEX: FUND 309**REVENUES**

Balance at beginning of year	\$	-	\$	2,001,270.40
State Funding Allocation	\$	1,500,000.00	\$	-
MDA Restore Funds (BP)	\$	3,500,000.00	\$	3,500,000.00
Transfers In (General)	\$	20,000.00	\$	320,000.00
Interest	\$	-	\$	600.00
Loan Proceeds	\$	500,000.00	\$	-
Total available cash and anticipated revenue	\$	5,520,000.00	\$	5,821,870.40

EXPENDITURES

Other Services and Charges	\$	20,000.00	\$	321,870.40
Capital Outlay	\$	5,500,000.00	\$	5,500,000.00

TOTAL EXPENDITURES	\$	5,520,000.00	\$	5,821,870.40
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	5,520,000.00	\$	5,821,870.40
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ELEVATED WATER TANK: FUND 350**REVENUES**

Balance at beginning of year	\$	129,112.00	\$	-
Total available cash and anticipated revenue	\$	129,112.00	\$	-

EXPENDITURES

Other Services & Charges	\$	10,512.00	\$	-
Capital Outlay	\$	118,600.00	\$	-

TOTAL EXPENDITURES	\$	129,112.00	\$	-
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	129,112.00	\$	-
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2018 BOND - GENERAL CONSTRUCTION: FUND 352**REVENUES**

Balance at beginning of year	\$	1,334,486.36	\$	16,702.23
Interest	\$	1,200.00	\$	-
Total available cash and anticipated revenue	\$	1,335,686.36	\$	16,702.23

EXPENDITURES

Capital Outlay	\$	10,000.00	\$	-
Transfers Out (Fund 355)	\$	1,324,486.36	\$	16,702.23

TOTAL EXPENDITURES	\$	1,334,486.36	\$	16,702.23
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YEAR END BALANCE	\$	1,200.00	\$	-
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BALANCE	\$	1,335,686.36	\$	16,702.23
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HWY 57 UTILITY LINE RELOCATION: FUND 353**REVENUES**

Balance at beginning of year	\$	42,320.16	\$	-
MDOT Reimbursements	\$	229,805.70	\$	1,162.38
Total available cash and anticipated revenue	\$	272,125.86	\$	1,162.38

EXPENDITURES

Water Lines: Capital Outlay	\$	50,150.00	\$	-
Sewer Lines: Capital Outlay	\$	24,802.30	\$	-
Transfers Out (Fund 355)	\$	197,173.56	\$	1,162.38

TOTAL EXPENDITURES	\$	272,125.86	\$	1,162.38
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	272,125.86	\$	1,162.38
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WATER SUPPLY & TREATMENT PLANT: FUND 355**REVENUES**

Balance at beginning of year	\$	5,531,086.63	\$	5,219,611.20
Interest	\$	-	\$	6,000.00
Transfers In	\$	1,324,486.36	\$	23,094.61
Total available cash and anticipated revenue	\$	6,855,572.99	\$	5,248,705.81

EXPENDITURES

Capital Outlay	\$	6,855,572.99	\$	5,248,705.81
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TOTAL EXPENDITURES	\$	6,855,572.99	\$	5,248,705.81
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	6,855,572.99	\$	5,248,705.81
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2018 BOND - GENERAL CONSTRUCTION: FUND 358**REVENUES**

Balance at beginning of year	\$	521.00	\$	5,230.00
Interest	\$	1,500.00	\$	-
Total available cash and anticipated revenue	\$	2,021.00	\$	5,230.00

EXPENDITURES

Transfer Out (Fund 355)	\$	2,021.00	\$	5,230.00
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TOTAL EXPENDITURES	\$	2,021.00	\$	5,230.00
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	2,021.00	\$	5,230.00
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OST-GV SEWER IMPROVEMENTS: FUND 360**REVENUES**

Balance at beginning of year	\$	5,513.50	\$	100,037.75
MDEQ Restore Act Grant	\$	1,959,077.40	\$	1,346,847.50
Transfers In - Enterprise Fund	\$	-	\$	-
Total available cash and anticipated revenue	\$	1,964,590.90	\$	1,446,885.25

EXPENDITURES

Capital Outlay	\$	1,964,590.90	\$	1,446,885.25
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TOTAL EXPENDITURES	\$	1,964,590.90	\$	1,446,885.25
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	1,964,590.90	\$	1,446,885.25
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GV@OST to ROBERTSDALE SEWER IMPS: FUND 361**REVENUES**

Balance at beginning of year	\$	-	\$	(13,700.00)
GOMESA Funds	\$	-	\$	2,668,265.00
Total available cash and anticipated revenue	\$	-	\$	2,654,565.00

EXPENDITURES

Capital Outlay: Sanitary Sewer Lines	\$	-	\$	2,654,565.00
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TOTAL EXPENDITURES	\$	-	\$	2,654,565.00
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YEAR END BALANCE	\$	-	\$	-
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BALANCE	\$	-	\$	2,654,565.00
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WATER AND SEWER UTILITY FUND: FUND 400**REVENUES**

Water Sales	\$	3,800,000.00	\$	3,850,000.00
Sewer Sales	\$	2,000,000.00	\$	2,000,000.00
Wastewater Treatment Collections	\$	2,300,000.00	\$	2,300,000.00
Capacity Fee	\$	442,000.00	\$	450,000.00
Service Connections	\$	90,000.00	\$	80,000.00
Inspection Fees	\$	-	\$	-
Miscellaneous	\$	448,000.00	\$	415,000.00
Transfers In	\$	-	\$	-
Total Revenue from All Sources	\$	9,080,000.00	\$	9,095,000.00
Balance at Beginning of Year	\$	3,000,000.00	\$	2,650,000.00
Total available cash and anticipated revenue	\$	12,080,000.00	\$	11,745,000.00

EXPENDITURES**WATER & SEWER - ADMINISTRATION**

Personnel Services	\$	422,375.00	\$	578,939.00
Supplies	\$	15,000.00	\$	21,000.00
Other Services & Charges	\$	2,533,839.00	\$	2,515,089.00
Capital Outlay	\$	20,500.00	\$	-
Total Water & Sewer	\$	2,991,714.00	\$	3,115,028.00

WATER & SEWER - OPERATION & MAINTENANCE

Supplies	\$	255,000.00	\$	275,000.00
Other Services & Charges	\$	3,371,370.00	\$	3,309,423.00
Capital Outlay	\$	110,000.00	\$	200,000.00
Total Water & Sewer	\$	3,736,370.00	\$	3,784,423.00

OTHER

Debt Service	\$	1,079,934.00	\$	1,065,221.00
Contingency Fund	\$	300,000.00	\$	200,000.00
Transfer to General Fund	\$	704,000.00	\$	780,000.00
Transfer to Capital Project Funds	\$	850,403.00	\$	-
Transfer to Debt Service & Reserve Funds	\$	706,000.00	\$	692,000.00
Total Other	\$	3,640,337.00	\$	2,737,221.00

TOTAL EXPENDITURES	\$	10,368,421.00	\$	9,636,672.00
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YEAR END BALANCE	\$	1,711,579.00	\$	2,108,328.00
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BALANCE	\$	12,080,000.00	\$	11,745,000.00
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SOLID WASTE FUND: FUND 404**REVENUES**

Balance at beginning of year	\$	100,000.00	\$	80,512.55
Garbage Collection Fees	\$	1,562,400.00	\$	1,586,340.00
Total available cash and anticipated revenue	\$	1,662,400.00	\$	1,666,852.55

EXPENDITURES

Other Services and Charges	\$	1,275,684.00	\$	1,292,850.00
Transfer to General Fund	\$	332,634.00	\$	300,000.00
Transfer to Enterprise Fund	\$	-	\$	-

TOTAL EXPENDITURES	\$	1,608,318.00	\$	1,592,850.00
YEAR END BALANCE	\$	54,082.00	\$	74,002.55
BALANCE	\$	1,662,400.00	\$	1,666,852.55

MSB - WATER IONIZATION PROJECT: FUND 421**REVENUES**

Balance at beginning of year	\$	47,562.52	\$	47,562.52
Total available cash and anticipated revenue	\$	47,562.52	\$	47,562.52

EXPENDITURES

Capital Outlay	\$	47,562.52	\$	47,562.52
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TOTAL EXPENDITURES	\$	47,562.52	\$	47,562.52
YEAR END BALANCE	\$	-	\$	-
BALANCE	\$	47,562.52	\$	47,562.52

RESERVE FUND - 2013 3.5 SO BOND: FUND 497**REVENUES**

Balance at Beginning of Year	\$	272,351.19	\$	166,099.00
Miscellaneous - Interest	\$	500.00	\$	40.00
Total available cash and anticipated revenue	\$	272,851.19	\$	166,139.00

EXPENDITURES

Debt Service	\$	504.00	\$	95.00
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TOTAL EXPENDITURES	\$	504.00	\$	95.00
YEAR END BALANCE	\$	272,347.19	\$	166,044.00
BALANCE	\$	272,851.19	\$	166,139.00

RESERVE FUND-2020 UTILITY BOND REF: FUND 498**REVENUES**

Balance at Beginning of Year	\$	-	\$	254,172.00
Miscellaneous - Interest	\$	-	\$	450.00
Total available cash and anticipated revenue	\$	-	\$	254,622.00

EXPENDITURES

Debt Service	\$	-	\$	827.00
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TOTAL EXPENDITURES	\$	-	\$	827.00
YEAR END BALANCE	\$	-	\$	253,795.00
BALANCE	\$	-	\$	254,622.00

**NOTICE OF A PUBLIC HEARING
ON THE PROPOSED BUDGET AND PROPOSED TAX LEVIES
FOR CITY OF GAUTIER, MISSISSIPPI**

The City of Gautier will hold a public hearing on its proposed budget and proposed tax levies for fiscal year 2022 on September 07, 2021 at 6:30 pm in the Council Chambers, located at 3330 Hwy 90, Gautier, MS.

The City of Gautier is now operating with projected total budget revenue of \$10,518,895. 45.9166% or \$4,829,923 of such revenue is obtained through ad valorem taxes. For next fiscal year, the proposed budget has total projected revenue of \$11,270,179. Of that amount, 46.6881% or \$5,261,836 is proposed to be financed through a total ad valorem tax levy.

The general ad valorem tax millage rate will remain at 33.89 mills which includes 2.8 mills dedicated solely to support Public Safety operations. The Debt Service millage rate remains 8.11 mills. The Library tax assessment remains 1.0 mill. The decision to not increase the ad valorem tax millage rate for FY 2022 above the current rate means you will not pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment and rental real property, unless the assessed value of your property increased due to reassessment for FY 2022.

A millage rate of 38.5525 will produce the same amount of revenue from ad valorem taxes as was collected the prior year for Municipal purposes. The millage rate assessed for Municipal purposes for the prior year was 42 mills. This mill rate and calculation does not include the 1 mil Library tax that is taxed annually.

All citizens of the City of Gautier are invited to attend this public hearing on the proposed budget and tax levies for FY 2022. Citizens will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken.

s/ Teresa L Montgomery, City Clerk

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

Council Meeting:
Title:

September 7, 2021
**Adoption of a Resolution fixing the Municipal Tax
Levy for FY 2021-2022**

City Manager 497-8000

Introduced by:
Contact Person/Telephone

Summary Explanation: Adoption of a Resolution fixing the Municipal Tax Levy for FY 2021-2022

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2022

**RESOLUTION OF THE MAYOR AND MEMBERS OF THE COUNCIL OF THE
CITY OF GAUTIER, MISSISSIPPI, JACKSON COUNTY,
FIXING THE MUNICIPAL AD VALOREM TAX LEVY FOR THE YEAR
OCTOBER 1, 2021 – SEPTEMBER 30, 2022**

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

Section 1: That for the fiscal year 2021-2022, there shall be and is hereby levied on all real and personal property in the City of Gautier, Jackson County, Mississippi the following taxes, as provided by Mississippi Code Annotated, Section 21-33-45;

General Fund

For General Revenue purposes 33.89 mills on each dollar (\$1.00) valuation

Provide for general operations and improvements: 31.09 mils

Provide for Police and Fire Department operations: 2.80 mils

For Municipal Library Tax for 1.00 mill on each dollar (\$1.00) valuation

Support Library functions and programs

For Debt Service 8.11 mills on each dollar (\$1.00) valuation

Fund annual bond payments and general debt related to Public Safety

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

SECTION 3: The City Manager or City Clerk is hereby authorized to sign any and all documents required.

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

AYES:

NAYS:

The motion having received the affirmative vote of all the members present, the Mayor declared the motion carried and the resolution adopted this the 7th day of September, 2021.

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi at the Meeting of September 7, 2021.

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

Council Meeting:
Title:

September 7, 2021
Approval of Supplemental Agreement No. 1
for the Martin Bluff Roadway Improvements
Project (STP-9194-00(001)LPA/105069-801000)

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Approval of Supplemental Agreement No. 1 for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000) to add working days to Gulf Breeze Construction's contract.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the Grants and Projects Department requests the City Council to approve Supplemental Agreement No. 1 for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000) to add working days to Gulf Breeze Construction's Contract; and

WHEREAS, the project is intended to provide improved traffic operations and safety on Martin Bluff Road; and

WHEREAS, the Supplemental Agreement No. 1 will add 71 working days to the total contract time for the award of add option bid schedules 1 and 2, bringing the total contract time to 279 working days; and

WHEREAS, This supplemental agreement has been reviewed and executed by the contractor, surety and MDOT;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Supplemental Agreement No.1 Gulf Breeze Construction's contract is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 7, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 08/27/2021
Subject: Supplemental Agreement No. 1 for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000)

REQUEST:

The Grants and Projects Department requests that City Council approve Supplemental Agreement No. 1 for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000) to add working days to Gulf Breeze Construction's contract.

BACKGROUND:

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

DISCUSSION:

Supplemental Agreement No. 1 adds 71 working days to the total contract time for the award of add option bid schedules 1 and 2. This brings the total contract time to 279 working days. The supplemental agreement has been reviewed and executed by the contractor, surety, and MDOT.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Supplemental Agreement No. 1 for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000) to add working days to Gulf Breeze Construction's contract.

The City Council may:

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

ATTACHMENTS:

1. Letter from Engineer
2. Supplemental Agreement No. 1

August 27, 2021

April Stennett, Grants and Projects Director
City of Gautier
3330 Highway 90
Gautier, MS 39553

Re: Martin Bluff Road Improvements
STP-9194-00(001)LPA/105069-801000

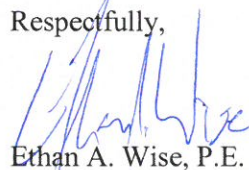
Supplemental Agreement No. 1

Mrs. Stennett:

Please find attached for the City's approval, Supplemental Agreement No. 1 for above referenced project. This supplemental agreement adds 71 working days to the total contract time for the award of add option bid schedules 1 and 2. This brings the total contract time to 279 working days. The supplemental agreement has been reviewed and executed by the Contractor, Surety, and MDOT.

Should you have any questions or comments, please do not hesitate to contact me at (228) 818-2839.

Respectfully,



Ethan A. Wise, P.E.

Project Engineer

Attachment(s)

Cc: Jason Roberson, Gulf Breeze Construction, Inc.

Project file: 183904

CITY OF GAUTIER
STP-9194-00(001) LPA/ 105069-801000
SUPPLEMENTAL AGREEMENT NO. 1

WHEREAS, WE, Gulf Breeze Construction, Inc, CONTRACTOR and Merchants National Bonding Company, SURETY, entered into a contract with the City of Gautier, LPA, on the 11th day of June, 2021, for the construction of Federal Aid Project No. STP-9194-00(001) LPA/ 105069-801000, Jackson County; and

WHEREAS: Prior to bidding, an estimated construction schedule was generated based on an anticipated start date, bid quantities and standard production rates for the base bid only; and

WHEREAS: The Mississippi Department of Transportation concurred with this schedule and total number of working days for base bid and additional time for add options in the contract; and

WHEREAS: The City of Gautier elected to award the base bid and additive option bid schedules 1 and 2 in accordance with Notice to Bidders 904-4303; and

WHEREAS: Notice to Bidders 904-70100, Contract Time, states the following; "If any add options are selected by the LPA to be part of this project the time associated with the add option will be added to the project's contract time. The Contractor will be notified in writing the total Contract time at the time of the project award;" and

WHEREAS: The attached construction schedule has been updated to include time for add option 1, 17 days and add option 2, 54 days for a total contract time of 279 working days. The updated schedule has been reviewed and approved by the Mississippi Department of Transportation; and

NOW THEREFORE: It is mutually agreed by all parties that 71 working days will be added to the project for the add option bid schedules, revising the total working days from 208 to 279.

Total Original Construction Costs:	\$7,496,314.50
Total Increase in Construction Costs:	\$0.00
Total Previously Adjusted Construction Costs:	\$0.00
Total Revised Construction Costs:	\$7,496,314.50

This Supplemental Agreement has been discussed with Chuck Starita, District LPA Engineer, Greg Grondin, MDOT Construction Area Engineer, and Gabe Faggard, District Construction Engineer.

CITY OF GAUTIER
STP-9194-00(001) LPA/ 105069-801000
SUPPLEMENTAL AGREEMENT NO. 1

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

Dated, this 20th day of August, 2021.

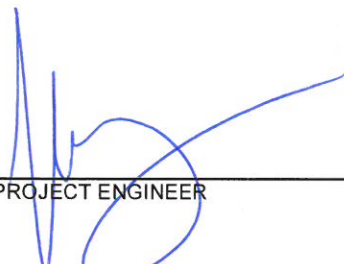
Gulf Breeze Construction, Inc.

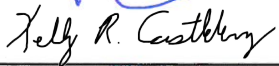

CONTRACTOR

Merchants National Bonding, Inc.


SURETY Kathleen Scarborough, Attorney-in-Fact, MS Resident Agent

RECOMMENDED FOR APPROVAL:


LPA PROJECT ENGINEER 6/25/2021
DATE


MDOT DISTRICT ENGINEER 08/25/2021
DATE

APPROVED:

LPA OFFICIAL

Dated this ____ day of _____, 2021

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrew P Underwood; Charlotte Ramsey; Chris Boone; David R Fortenberry; Debbie Dunaway; Dewey B Mason; James Eley Brashier; Jim E Brashier; Julie C Livingston; Kathleen Scarborough; Kimberly B Barhum; Lessie Ryan Anderson; Lisa R Butler; Mary J Norval; Patrick Thomas Mason; R Teb Jones; Robbie D Duncan; Sharon L Tuten; Troy P Wagener

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of March, 2021.



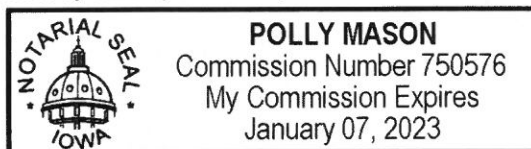
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 1st day of March, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 20th day of August, 2021.



William Warner Jr.
Secretary

CITY OF GAUTIER
Business Agenda Item #4
Fact Sheet

Council Meeting:
Title:

September 7, 2021
Authorization to execute any and all documents necessary to obtain Senate Bill 2948, 2021 Regular Legislative Session, funds to assist the City of Gautier in paying costs associated with construction of Town Commons Park.

Introduced by:
Contact Person/Telephone

April Stennett 497-8000

Summary Explanation: Authorization to execute any and all documents necessary to obtain Senate Bill 2948, 2021 Regular Legislative Session, funds to assist the City of Gautier in paying costs associated with construction of Town Commons Park including, but not limited to, memorandum of understanding, letter to DFA requesting funds transfer, and contact information form.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, Section 29 of Senate Bill 2948, 2021 Regular Legislative Session, authorized expenditures from the Capital Expense Fund in an amount not to exceed \$1 million to provide funding to assist the City of Gautier, Mississippi, in paying costs associated with construction of Town Commons Park; and

WHEREAS, during the 2021 Regular Legislative Session, Senate Bill 2948 was approved by the Governor; and

WHEREAS, Section 29 of Senate Bill 2948, 2021 Regular Legislative Session, authorizes the issuance of Capital Expense Fund, in an amount not to exceed **\$1,000,000.00** to provide funding to assist the **City of Gautier** with the Project; and

WHEREAS, the **City of Gautier** has now determined that there is a necessity to send the required documents, including but not limited to the attached memorandum of understanding, letter to DFA requesting transfer of funds, contact form and the City's W9 so these funds can be issued and the proceeds thereof disbursed to the **City of Gautier**.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF GAUTIER that, pursuant **Section 29 of Senate Bill 2948, 2021 Regular Legislative Session,** the Department of Finance and Administration will declare the necessity for the issuance of **\$1,000,000.00** in Capital Expense Fund to assist the **City of Gautier** with the Project for the purpose as stated in paragraph one; and

BE IT FURTHER RESOLVED that the **City Manager** of the **City of Gautier** is hereby authorized to represent the **City of Gautier** in all dealings with the Department of Finance and Administration to assist in the issuance of said Capital Expense Fund in any manner that is required.

SO RESOLVED this the _____ of ___, 2021.

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

AYES:

NAYS:

City of Gautier

By: _____
Casey Vaughan, Mayor

ATTEST:

Teresa Montgomery, City Clerk

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 7, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 08/27/2021
Subject: Senate Bill 2948 Capital Expense Fund Required Documents for Town Commons Park

REQUEST:

The Grants and Projects Department requests City Council authorization to execute any and all documents necessary to obtain Senate Bill 2948, 2021 Regular Legislative Session, funds to assist the City of Gautier in paying costs associated with construction of Town Commons Park including, but not limited to, memorandum of understanding, letter to DFA requesting funds transfer, and contact information form.

BACKGROUND:

Section 29 of Senate Bill 2948, 2021 Regular Legislative Session authorized expenditures from the Capital Expense Fund in an amount not to exceed \$1 million to provide funding to assist the City of Gautier in paying costs associated with construction of Town Commons Park.

DISCUSSION:

These documents are required by the Mississippi Department of Finance and Administration before the City can receive the funding. Documents include memorandum of understanding, letter to DFA requesting transfer of funds, contact form, and the City's W9.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize the execution of any and all documents necessary to obtain Senate Bill 2948, 2021 Regular Legislative Session, funds to assist the City of Gautier in paying costs associated with construction of Town Commons Park including, but not limited to, memorandum of understanding, letter to DFA requesting funds transfer, and contact information form.

The City Council may:

1. Approve the required documents as presented; or
2. Not approve the required documents as presented.

ATTACHMENTS:

1. MOU
2. Contact Form

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Department of Finance and Administration (hereinafter the "DFA") and the City of Gautier for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Gautier in paying costs associated with the local project (hereinafter the "Project") specified in Section 29(eeee) of Senate Bill 2948, 2021 Regular Legislative Session, Laws of 2021, (hereinafter the "Act"). This MOU is entered into pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed \$1,000,000.00 (hereinafter the "Project Funds"), for the Project. **(PLEASE NOTE THAT IT YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT.)**

RECITALS

WHEREAS, Section 29 of Senate Bill 2948, 2021 Regular Legislative Session authorized expenditures from the Capital Expense Fund, as created in Section 27-103-303, Mississippi Code of 1972, as amended, for certain projects; and

WHEREAS, pursuant to Section 29(eeee) of the Senate Bill 2948, 2021 Regular Legislative Session, Laws of 2021, the Legislature has appropriated funds to the City of Gautier to pay the costs of the Project; and

WHEREAS, the City of Gautier shall maintain the Project Funds in a separate bank account; and

WHEREAS, the Act authorizes the DFA, within its discretion, to disburse monies in the Capital Expense Fund to pay the costs of the Project; and

WHEREAS, the DFA has requested the City of Gautier to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent required by the State's bidding laws; and

WHEREAS, the City of Gautier agrees to make every effort to expend the funds within thirty-six (36) months from the date of receipt from the State; and

WHEREAS, the City of Gautier agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, said funds shall be returned to the DFA to be returned to the Capital Expense Fund; and

WHEREAS, the City of Gautier agrees to provide quarterly notarized reports to the DFA that summarized the expenditure of the Project Funds and also provides an update

on the status of the Project. The quarterly reports must be provided on a form prescribed by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Gautier shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds, consistent with the Act, that it is in the best interest of the DFA and the City of Gautier that the funds on deposit in the Capital Expense Fund for the City of Gautier should be disbursed to the City of Gautier and that the City of Gautier shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF GAUTIER AS FOLLOWS:

Section 1. Each and all of the facts and finding 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. The DFA, pursuant to the Act, shall disburse the Project Funds from the Capital Expense Fund upon written request of the City of Gautier to pay the costs associated with the Project.

Section 3. The City of Gautier certifies and agrees to make every effort to use all funds received from the Capital Expense Fund within the recommended thirty-six (36) month time period from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Gautier to adhere to any provision within this MOU may result in immediate action by the State to recover any unexpended funds.

Section 4. The City of Gautier agrees to properly and competitively execute such procurements in accordance with State law. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of the same. Further, the City of Gautier agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with the law and the recitals of this MOU.

Section 5. The City of Gautier agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format prescribed by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Gautier shall also provide the DFA with a final report summarizing the expenditures and use of the State Fund proceeds no more than thirty (30) days after final expenditure of the Project Funds.

Section 6. The City of Gautier agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the Capital Expense Fund sufficient to satisfy and confirm, to DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 7. The City of Gautier agrees to administer the Project with respect to construction to be completed in accordance with the State procurement laws.

Section 8. The City of Gautier agrees that if any proceeds from the Project Fund are remaining at the completion of the Project, said funds shall be returned to the DFA to be returned to the Capital Expense Fund.

Section 9. All notices or information pursuant to this MOU shall be provided as follows:

Paula Yancey, City Manager
3330 Highway 90
Gautier, Mississippi 39553
Telephone: 228-497-8000
Email: pyancey@gautier-ms.gov

Department of Finance and Administration
Attention: Gilda Reyes, Bond Advisory Director
(For submission of reports and questions regarding funding)
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Facsimile: 601-359-3402
Email: Gilda.Reyes@dfa.ms.gov

Section 10. This MOU shall be effective from and after the final signature date.

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

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____ Date: _____
Liz Welch, Executive Director

CITY OF GAUTIER

By: _____ Date: _____
Paula Yancey, City Manager

EXHIBIT A

The City of Gautier shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. A copy of the Program of Work for Project.
3. A copy of the Construction Documents and Invitation for Bid Documents and any other IFB, RFQ, RFP Documents including resultant Contracts for which funds will be expended.
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of Contract award for construction of the Project.
6. A copy of all contractor pay requests and professional pay requests and approval of payment for said services.
7. All invoices.
8. All bank statements.



STATE OF MISSISSIPPI
GOVERNOR TATE REEVES

DEPARTMENT OF FINANCE AND ADMINISTRATION
LIZ WELCH
EXECUTIVE DIRECTOR

Please provide the following information in the space provided and return this form along with the requested information to the Bond Advisory Division of the Department of Finance and Administration

Contact Information:

Legal Name of Organization: City of Gautier

DBA Name of Organization (if applicable): _____

Form of Organization (ex. 501(c)(3), governmental, etc.): Governmental

Governing Authority (ex. board of supervisors): City Council

Primary Contact:

Name: Paula Yancey

Job Title: City Manager

Mailing Address: 3330 Hwy. 90
Gautier, MS 39553

Phone Number: 228-497-8000

Email: pyancey@gautier-ms.gov

Secondary Contact:

Name: April Stennett

Job Title: Grants and Projects Director

Mailing Address: 3330 Hwy. 90
Gautier, MS 39553

Phone Number: 228-497-8000

Email: astennett@gautier-ms.gov

Start Date of Project (actual or projected): March 2021

Completion Date of Project (actual or projected): December 2021

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

Council Meeting:
Title:

**September 7, 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

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2021

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 September 7, 2021.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	213160	09/07/2021	08/13/2021			71.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	AUG CABLE BOX: #118476316		08012021	08/08/2021			71.37
001	SPARKLIGHT	213161	09/07/2021	08/13/2021			213.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	AUG 2021: #107718371		08012021	08/08/2021			213.68
001	SPARKLIGHT	213162	09/07/2021	08/13/2021			94.57	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	AUG 2021 SUBSTN: #107718827		08012021	08/08/2021			94.57
001	GLOBALSTAR	213171	09/07/2021	08/17/2021			90.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0019465427	08/16/2021			90.30
001	DELTA SANITATION OF MS LLC	213173	09/07/2021	08/17/2021			35.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FRAZIER PORT O LET		0001171266	07/31/2021			35.00
001	FUELMAN	213190	09/07/2021	08/23/2021			3,270.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP60578685	08/16/2021			149.55
	001-100-525	UNL&DSL FUEL		NP60578685	08/16/2021			2,228.99
	001-161-525	UNL&DSL FUEL		NP60578685	08/16/2021			643.90
	001-170-525	UNL FUEL		NP60578685	08/16/2021			248.00
001	FUELMAN	213192	09/07/2021	08/23/2021			3,188.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP60601618	08/23/2021			151.63
	001-092-525	UNL FUEL		NP60601618	08/23/2021			32.57
	001-100-525	UNL&DSL FUEL		NP60601618	08/23/2021			2,476.74
	001-161-525	UNL&DSL FUEL		NP60601618	08/23/2021			217.33
	001-170-525	UNL FUEL		NP60601618	08/23/2021			194.81
	001-205-525	UNL&DSL FUEL		NP60601618	08/23/2021			115.57
001	AT&T	213196	09/07/2021	08/23/2021			36.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC TELECOM		2284970262	08/14/2021			36.66
001	ADVANCE AUTO PARTS	213213	09/07/2021	08/24/2021			24.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	MAX COOL R134: E1		8342	07/02/2021			24.60
001	AT&T	213222	09/07/2021	08/26/2021			3,429.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284978000	08/14/2021			3,429.61

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	213225	09/07/2021	08/26/2021			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	SEPT 2021: CFD #122024086		08162021	08/23/2021			83.32
001	SPARKLIGHT	213226	09/07/2021	08/26/2021			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	SEPT 2021: SFD #122025091		08162021	08/23/2021			83.32
001	SPARKLIGHT	213227	09/07/2021	08/26/2021			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	SEPT 2021: NFD #122024383		08162021	08/23/2021			83.32
001	BLACKWATER CONSULTING LLC	213231	09/07/2021	08/31/2021			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-688	SERVICES: 8/16-9/15/21		1007	08/25/2021			7,500.00
001	PITTMAN HOWDESHELL PLLC	213233	09/07/2021	08/31/2021			1,140.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	LEGAL SERV: SR MALL PROPERTY		0704	08/31/2021			1,140.00
001	FOSTERS A/C & HEATING INC	213240	09/07/2021	08/31/2021			474.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	ESA CLEANING: CITY HALL (6)		P1086378	08/19/2021			474.50
001	SOUTHERN TIRE MART LLC DEPT 143	213241	09/07/2021	08/31/2021			745.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	EMERGENCY SERV CALL: E3		2500077581	08/31/2021			215.00
	001-161-638	385/65R22.5/18 TIRE & STEM		2500077581	08/31/2021			494.03
	001-161-638	DISPOSAL & FEES		2500077581	08/31/2021			36.74
001	ENGEL ELECTRIC LLC	213246	09/07/2021	08/31/2021			189.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-637	DISCONNECT POLE BEHIND MALL		08172021	08/17/2021			189.25
001	FOSTERS A/C & HEATING INC	213248	09/07/2021	08/31/2021			88.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	SERV CALL: BAD COMPRESSOR		W1092061	08/20/2021			88.00
001	C SPIRE WIRELESS	213256	09/07/2021	09/01/2021			954.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	08/11/2021			542.16
	001-100-699	DATA CARDS (12)		0032680896	08/11/2021			411.96
001	FUELMAN	213257	09/07/2021	09/01/2021			3,692.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP60628137	08/30/2021			101.06
	001-100-525	UNL&DSL FUEL		NP60628137	08/30/2021			2,750.71
	001-161-525	UNL&DSL FUEL		NP60628137	08/30/2021			502.07
	001-170-525	UNL FUEL		NP60628137	08/30/2021			313.76
	001-205-525	UNL FUEL		NP60628137	08/30/2021			25.14

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001	DELTA COMPUTER SYSTEMS INC	213258	09/07/2021	09/01/2021			541.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	SEPT 2021 ACCT SOFTWARE MAINT		DHLMN02188	09/01/2021			370.00
	001-092-698	SEPT 2021 PRIV LIC SW MAINT		DHLMN02189	09/01/2021			150.00
	001-092-698	SEPT 2021 VOTER REG SW MAINT		HRMN006679	09/01/2021			21.00
001	EVOARMOR LLC	213265	09/07/2021	09/01/2021			7,420.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	DISINFECT/ANTIMICRO FACILITIES		7883	09/01/2021			5,760.00
	001-092-698	DISINFECT/ANTIMICRO PSVEHICLES		7883	09/01/2021			1,220.00
	001-092-698	DISINFECT/ANTIMICRO VEHICLES		7883	09/01/2021			440.00
001	RJ YOUNG COMPANY LLC	213273	09/07/2021	09/01/2021			1,776.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	GSHZ00-01 RENTAL FEE		INV4373901	08/17/2021			470.88
	001-092-698	IMC8000 USAGE:B/W		INV4373901	08/17/2021			294.61
	001-092-698	IMC8000 USAGE:COLOR		INV4373901	08/17/2021			691.82
	001-090-698	MPC4504 USAGE:B/W		INV4373901	08/17/2021			56.76
	001-090-698	MPC4504 USAGE:COLOR		INV4373901	08/17/2021			262.61
001	RJ YOUNG COMPANY LLC	213274	09/07/2021	09/01/2021			113.14	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMG00-01 RENTAL FEE		INV4384983	08/24/2021			113.14
001	RJ YOUNG COMPANY LLC	213275	09/07/2021	09/01/2021			222.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV4377760	08/19/2021			169.58
	001-100-699	MPC2504EX USAGE:B/W		INV4377760	08/19/2021			2.03
	001-100-699	MPC2504EX USAGE:COLOR		INV4377760	08/19/2021			50.63
001	MS DEPT OF FINANCE & ADMIN	213276	09/07/2021	09/01/2021			13,136.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	AUG 2021 COURT ASSESSMENTS		08312021	09/01/2021			13,136.00
001	MS DEPT OF PUBLIC SAFETY	213277	09/07/2021	09/01/2021			839.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	AUG 2021 SPECIAL ASSESSMENTS		08312021	09/01/2021			839.00
001	MS DEPT OF PUBLIC SAFETY	213278	09/07/2021	09/01/2021			300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	AUG 2021 INTERLOCK FEES		08312021	09/01/2021			300.00
001	SINGING RIVER ELECTRIC COOPERATIVE	213279	09/07/2021	09/01/2021			876.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		08152021	08/23/2021			430.88
	001-161-631	MARTIN BLUFF FD 58380001		08172021	08/24/2021			237.89
	001-201-629	SIGNAL LIGHTS 17546		08172021	08/24/2021			33.39
	001-092-631	CITY LIMIT SIGN 17546		08172021	08/24/2021			27.47
	001-100-631	MBLUFF SUB STN 58521002		08172021	08/24/2021			146.64

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001	BELL AUTO PARTS INC	213280	09/07/2021	09/01/2021			647.78	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	EXMARK MWR PARTS: CREDIT	44031	05/19/2021			-164.37	
	001-170-639	EXMARK BLADES 5/3PK	44158	07/09/2021			275.00	
	001-170-559	TAPE (2), MASS AIR CLEANER	44158	07/09/2021			21.95	
	001-170-639	BELT: EXMARK MOWER	DO58710	07/14/2021			99.95	
	001-170-639	BELT: EXMARK MOWER	DO58716	07/15/2021			80.97	
	001-170-639	PULLEY: EXMARK MOWER	DO58723	07/20/2021			33.92	
	001-170-639	BEARINGS (4): EXMARK MOWER	DO58742	07/28/2021			56.00	
	001-170-639	CLUTCH: EXMARK MOWER	DO58745	07/29/2021			426.82	
	001-170-639	PTO SWITCH (2): EXMARK MOWER	DO58749	07/30/2021			87.54	
	001-170-639	EXMARK MWR PARTS: CREDIT	44031	05/19/2021			-270.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	213283	09/07/2021	09/01/2021			217.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-631	SPORTS PAVILION 66582005	08182021	08/26/2021			139.17	
	001-170-631	ROUNDAABOUT 102311002	08182021	08/26/2021			25.00	
	001-170-631	FITNESS TRAIL 109268001	08182021	08/26/2021			27.76	
	001-170-631	SRM VENUE 104312006	08182021	08/26/2021			25.40	
001	SINGING RIVER ELECTRIC COOPERATIVE	213284	09/07/2021	09/01/2021			297.26	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-633	DOLPHIN ST 94987002	08182021	08/26/2021			49.41	
	001-201-633	DOLPHIN ST 94988002	08182021	08/26/2021			43.28	
	001-201-633	DOLPHIN ST 94989002	08182021	08/26/2021			46.43	
	001-201-633	DOLPHIN ST 94990002	08182021	08/26/2021			45.09	
	001-201-633	WM PAYNE 100244001	08182021	08/26/2021			46.05	
	001-201-633	WM PAYNE 100245001	08182021	08/26/2021			67.00	
001	SINGING RIVER ELECTRIC COOPERATIVE	213285	09/07/2021	09/01/2021			2,687.12	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-631	POLICE STATION 66298004	08182021	08/26/2021			1,930.35	
	001-201-629	SIGNAL LIGHT 89443001	08182021	08/26/2021			54.06	
	001-170-631	CITY PARK RESTRMS 89912001	08182021	08/26/2021			262.66	
	001-201-633	STREET LIGHTS 90345002	08182021	08/26/2021			123.13	
	001-092-631	RECORDS BLDG 90790001	08182021	08/26/2021			216.71	
	001-170-631	FRAZIER RESTRMS 98546001	08182021	08/26/2021			100.21	
001	SINGING RIVER ELECTRIC COOPERATIVE	213286	09/07/2021	09/01/2021			902.22	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-631	SOUTH FD 76008001	08192021	08/27/2021			317.11	
	001-170-631	BACOT PARK 10137	08192021	08/27/2021			441.12	
	001-201-629	SIGNAL LIGHTS 10138	08192021	08/27/2021			118.89	
	001-170-631	BACOT SPLASHPAD 103751001	08182021	08/27/2021			25.10	
001	SINGING RIVER ELECTRIC COOPERATIVE	213287	09/07/2021	09/01/2021			9,235.78	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-633	STREET LIGHTING 10054	08182021	08/26/2021			6,134.61	
	001-201-629	SIGNAL LIGHTS 10054	08182021	08/26/2021			489.33	
	001-170-631	FRAZIER PARK 10054	08182021	08/26/2021			55.54	

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001	SINGING RIVER ELECTRIC COOPERATIVE	213287	09/07/2021	09/01/2021			9,235.78	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-631	SENIOR BLDG 10054		08182021	08/26/2021			437.06
	001-161-631	CENTRAL FD 10054		08182021	08/26/2021			491.62
	001-170-631	CITY PARK 10054		08182021	08/26/2021			156.43
	001-092-631	PUBLIC WORKS 10054		08182021	08/26/2021			385.52
	001-092-631	HWY 90 SIGN 10054		08182021	08/26/2021			26.98
	001-092-631	CITY HALL 10054		08182021	08/26/2021			1,058.69
001	BORDIS & DANOS PLLC	213288	09/07/2021	09/01/2021			10,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	SEP 2021-RETAINER		98	09/01/2021			10,000.00
001	ACE DATA STORAGE INC	213296	09/07/2021	09/01/2021			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	AUG 2021-SHREDDING SERVICE		79949	09/01/2021			105.00
001	ALABAMA MEDIA GROUP	213297	09/07/2021	09/02/2021			86.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBLIC NOTICE: GPC #21-43-VAR		0010065850	08/15/2021	211005		17.04
	001-090-615	PUBLIC NOTICE: GPC #21-44-SE		0010065873	08/15/2021	211005		17.52
	001-090-615	PUBLIC NOTICE: GPC #21-45-CU		0010065881	08/15/2021	211005		34.68
	001-090-615	PUBLIC NOTICE: GPC #21-46-SE		0010065886	08/15/2021	211005		17.40
001	GALLS LLC	213298	09/07/2021	09/02/2021			350.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-561	CODE ENFORCEMENT BADGES (2)		019049416	08/12/2021	210842		199.98
	001-090-561	SHIPPING		019049416	08/12/2021	210842		4.51
	001-090-561	UNIVERSAL CLIP/NECK CHAIN (2)		018672475	06/24/2021	210842		21.60
	001-090-561	SHIPPING		018672475	06/24/2021	210842		.48
	001-100-559	CELESTRON ZOOM BINOCULARS (2)		018804469	07/13/2021	210674		115.52
	001-100-559	SHIPPING		018804469	07/13/2021	210674		8.17
001	CAN'T MISS EMBROIDERY	213299	09/07/2021	09/02/2021			198.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	TACTICAL POLO NAVY (2)		26111	08/25/2021	210960		66.00
	001-161-535	TACTICAL POLO CHARCOAL (2)		26111	08/25/2021	210960		66.00
	001-161-535	TACTICAL POLO BLACK (2)		26111	08/25/2021	210960		66.00
001	REYNOLDS WHOLESALE CO	213300	09/07/2021	09/02/2021			1,546.59	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-510	CS TISSUE 96 ROLLS (8)		69878	08/18/2021	211019		340.00
	001-092-510	BLEACH 6 GAL/CS		69878	08/18/2021	211019		14.95
	001-092-510	NABC CLEANER 4 GAL/CS		69878	08/18/2021	211019		46.00
	001-092-510	PAPER TOWELS 30 ROLLS/CS (8)		69878	08/18/2021	211019		223.20
	001-092-510	CS MF BROWN TOWELS (10)		69878	08/18/2021	211019		199.50
	001-092-510	LATEX GLOVES 10 BOX/100CT		69878	08/18/2021	211019		109.50
	001-092-510	LYSOL DISINFECT 12 CANS/19OZ		69878	08/18/2021	211019		83.88
	001-092-510	CS/200CT WHITE CAN LINER (2)		69878	08/18/2021	211019		39.90
	001-170-559	CS/100CT BLACK CAN LINERS (5)		69877	08/18/2021	211020		164.75
	001-170-559	JUMBO ROLL TISSUE CS/12 (2)		69877	08/18/2021	211020		51.00
	001-170-559	LYSOL DISINFECT 12/19OZ (2)		69835	08/13/2021	211007		167.76
	001-170-559	MICROBAN DISINFECT SPRAY (11)		69835	08/13/2021	211007		76.45

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001	REYNOLDS WHOLESALE CO	213300	09/07/2021	09/02/2021			1,546.59	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	85CT CLOROX WIPES (6)		69835	08/13/2021	211007		29.70
001	ACTION PRINTING CENTER INC	213301	09/07/2021	09/02/2021			148.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-500	BUSINESS CARDS (250): LATCH, J		101786	09/01/2021	211013		49.50
	001-161-500	BUSINESS CARDS (250): FINN, K		101786	09/01/2021	211013		49.50
	001-161-500	BUSINESS CARDS (250): HILL, J		101786	09/01/2021	211013		49.50
001	INTERNATIONAL PERSONNEL MANAGEMENT ASSOC	213302	09/07/2021	09/02/2021			210.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-660	FF-EL 101 TEST (10)		INV-64067	07/15/2021	210918		118.80
	001-022-660	ADMIN FEE		INV-64067	07/15/2021	210918		92.15
001	GULF COAST BUSINESS SUPPLY CO	213303	09/07/2021	09/02/2021			572.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-510	PAPER TOWELS 12/PK (3)		226882	07/01/2021	210863		60.45
	001-161-510	TISSUE 96CT (2)		226882	07/01/2021	210863		68.58
	001-161-510	DAWN LIQUID SOAP 38OZ (12)		226882	07/01/2021	210863		53.28
	001-161-510	PINE CLEANER GALLON (8)		226882	07/01/2021	210863		51.76
	001-161-510	BLEACH 1GAL/6CT		226882	07/01/2021	210863		19.15
	001-161-510	COMET CLEANSER 21OZ (8)		226882	07/01/2021	210863		17.20
	001-161-510	SPONGE YEL/GREEN SCRUB PAD(12)		226882	07/01/2021	210863		9.35
	001-161-510	AERO FURNITURE POLISH (4)		226882	07/01/2021	210863		14.56
	001-161-510	AERO OVEN & GRILL CLEANER (4)		226882	07/01/2021	210863		11.96
	001-161-510	GREEN SCRUB PAD (12)		226882	07/01/2021	210863		4.20
	001-161-510	AERO LYSOL DISINFECTANT (12)		226882	07/01/2021	210863		85.68
	001-161-510	CAN LINER 100CS/60GAL (2)		226882	07/01/2021	210863		50.66
	001-161-510	ANTIMICROBIAL LOTION SOAP (4)		226882	07/01/2021	210863		30.40
	001-161-510	DEGREASER DISINFECT 32OZ/12CT		226882.1	07/02/2021	210863		44.40
	001-161-510	DAWN LIQUID SOAP 38OZ (4)		226882.1	07/02/2021	210863		26.64
	001-161-510	SPONGE YEL/GREEN SCRUB PAD		226882.1	07/02/2021	210863		.85
	001-161-510	1 GAL BLEACH 6CT		226882	07/01/2021			22.99
001	LAWRENCE PRINTING COMPANY INC	213304	09/07/2021	09/02/2021			240.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	REAM MINUTE BOOK PAPER (2)		58583	08/13/2021	210957		230.00
	001-040-500	SHIPPING		58583	08/13/2021	210957		10.71
001	A-1 AUTO PARTS & REPAIR INC	213305	09/07/2021	09/02/2021			1,066.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	REMV/REPL HEATER CORE		19754	08/17/2021	211008		520.00
	001-100-638	HEATER CORE		19754	08/17/2021	211008		205.00
	001-100-638	MOVE WIRING		19754	08/17/2021	211008		240.00
	001-100-638	VAC AND RECHARGE		19754	08/17/2021	211008		36.95
	001-100-638	FREON RECOVERY		19754	08/17/2021	211008		21.95
	001-100-638	RED ANTIFREEZE		19754	08/17/2021	211008		17.04
	001-100-638	FREON AND DYE		19754	08/17/2021	211008		17.50
	001-100-638	DIS WATER (2)		19754	08/17/2021	211008		4.00
	001-100-638	HAZARDOUS MATERIALS		19754	08/17/2021	211008		2.00
	001-100-638	SHOP SUPPLIES: U #19687		19754	08/17/2021	211008		2.00

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001	HAYGOODS INDUSTRIAL ENGRAVERS INC	213307	09/07/2021	09/02/2021			40.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-559	NAME PLATES (4)	218093	08/25/2021	211031		40.00	
001	DELTA WORLD TIRE	213312	09/07/2021	09/02/2021			64.20	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	TIRE MOUNT REGULAR (2)	130177122	08/05/2021	210995		15.00	
	001-170-639	750R16 TR218A TUBE (2)	130177122	08/05/2021	210995		48.00	
	001-170-639	SHOP SUPPLIES: BACKHOE	130177122	08/05/2021	210995		1.20	
001	SECURE NETWORKS LLC	213313	09/07/2021	09/02/2021			530.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-500	MS HOME & BUSINESS 2019: BEVER	4615	08/23/2021	211014		265.00	
	001-100-500	MS HOME & BUSINESS 2019: BOND	4615	08/23/2021	211014		265.00	
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	213314	09/07/2021	09/02/2021			334.10	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-510	DISP FACE MASK 50/BOX (6)	3483766974	08/03/2021	210979		33.48	
	001-092-510	DISINFECT WIPES 80/PK (3)	3483766975	08/03/2021	210979		74.97	
	001-040-559	MEMORY CARD MICRO 64GB	3484449015	08/13/2021	211004		9.99	
	001-092-510	DISINFECT SPRAY 12 CANS/CS	3484449015	08/13/2021	211004		66.39	
	001-161-500	WHILE YOU WERE OUT MESSAGE PAD	3484449016	08/13/2021	211003		4.19	
	001-161-500	3X3 POST-IT YEL 12PK (2)	3484449016	08/13/2021	211003		20.42	
	001-161-500	AVERY STANDARD BINDER 12/PK	3484449016	08/13/2021	211003		47.99	
	001-161-500	CONTRAST LEATHER PORTFOLIO	3484449017	08/13/2021	211003		25.79	
	001-161-500	DRY ERASE BOARD 38X48	3485113532	08/21/2021	211003		50.88	
001	ASTRO FORD	213316	09/07/2021	09/02/2021			329.67	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-638	ANTI-LOCK BRAKE SYS:CODE ENF	5038755	07/28/2021	210921		329.67	
001	CUPIT SIGNS INC	213317	09/07/2021	09/02/2021			149.94	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-615	METAL SIGNS: WILDLIFE (6)	33524A	08/16/2021	211006		149.94	
001	THE SOUTHERN CONNECTION POLICE SUPPLIES	213321	09/07/2021	09/02/2021			65.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	RAY ALLEN EQUIPMENT: U #10636	18161	06/14/2021	211024		65.00	
001	AMAZON COM SALES INC	213322	09/07/2021	09/02/2021			444.98	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-560	FILTER: ROUND ABOUT	1K G7JGDLGN1T	08/20/2021	211015		47.75	
	001-170-513	PROJECTOR LAMP ASSEMBLY	1K DLVRKT9K74	08/17/2021	211011		251.55	
	001-170-512	GREASE 2 DVD	1K DLVRKT9K74	08/17/2021	211011		14.98	
	001-170-559	PRE EMERG HERBICIDE 50LBS	1K DLVRKT9K74	08/17/2021	211011		124.71	
	001-170-512	SHIPPING	1K DLVRKT9K74	08/17/2021	211011		5.99	

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001	OCCUPATIONAL HEALTH CENTER INC	213323	09/07/2021	09/02/2021			458.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-604	PRE-EMP PHYSICAL: CARTER, K	242090	07/02/2021	210805		75.00	
	001-161-604	PRE-EMP DRUG SCREEN CARTER, K	242090	07/02/2021	210805		70.00	
	001-161-604	PFT: CARTER, KYLE	242090	07/02/2021	210805		45.00	
	001-161-604	PRE-EMP PHYS: JORDAN, C	242090	07/02/2021	210805		75.00	
	001-161-604	PRE-EMP DRUG SCREEN: JORDAN, C	242090	07/02/2021	210805		70.00	
	001-161-604	PFT: JORDAN, COLLIN	242090	07/02/2021	210805		45.00	
	001-161-604	HEP B VACCINE #3: SMALL, JOHN	248307	08/03/2021			78.00	
001	ECONOMY BOOTS SALES & SERVICE	213324	09/07/2021	09/02/2021			520.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	KEEN BOOTS: COLLIN, JORDAN	526297	08/16/2021	210942		120.00	
	001-100-535	SZ DUTY BOOTS (4)	526298	08/15/2021	210599		400.00	
001	JERRY LEE'S	213325	09/07/2021	09/02/2021			438.10	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-559	FOOD FIRE DEPT: HURRICANE IDA	0046	08/27/2021	211034		232.02	
	001-100-559	FOOD POL DEPT: HURRICANE IDA	0057	08/27/2021	211032		206.08	
001	AUDIOWAVE INC	213327	09/07/2021	09/02/2021			248.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	CHECK OUT POLICE VEH: U #12459	A54129	07/30/2021	211025		170.00	
	001-100-638	SHOP SUPPLIES	A54129	07/30/2021	211025		50.00	
	001-100-638	WP 8G DUAL ATC FUSE (2)	A54129	07/30/2021	211025		28.00	
FUND TOTAL	1 Claims	to	Checks	59 Total	82,848.23 Manual	Held	Total	82,848.23

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	213170	09/07/2021	08/17/2021			655.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	HOSTING FEE AUG 2021	3788	08/15/2021			36.50	
	176-170-699	SHOPPING CART AUG 2021	3788	08/15/2021			268.50	
	176-170-699	WEB SITE MAINT: 7/15-8/14/21	3788	08/15/2021			350.00	
176	AT&T	213195	09/07/2021	08/23/2021			225.35	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-605	MONTHLY SERVICE	2284972244	08/14/2021			225.35	
176	BAY ICE COMPANY INC	213239	09/07/2021	08/31/2021			50.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	MTHLY BOX RENTAL	648416	08/31/2021			50.00	
176	ENGEL ELECTRIC LLC	213245	09/07/2021	08/31/2021			231.06	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-586	TROUBLESHOOT PEDESTALS	08172021	08/17/2021			180.00	
	176-170-586	CONNECTOR/WIRE	08172021	08/17/2021			51.06	
176	SPARKLIGHT	213255	09/07/2021	09/01/2021			244.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-699	SEPT 2021 SSP: INET #132698937	08132021	08/20/2021			244.80	
176	FUELMAN	213259	09/07/2021	09/01/2021			56.84	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-525	UNL FUEL	NP60628137	08/30/2021			56.84	
176	SINGING RIVER ELECTRIC COOPERATIVE	213289	09/07/2021	09/01/2021			3,184.43	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-631	PARK FACILITIES 76854002	08192021	08/27/2021			2,560.93	
	176-170-631	HOUSE 76855002	08192021	08/27/2021			49.66	
	176-170-631	SSP WELCOME CENTER 108928002	08192021	08/27/2021			548.74	
	176-170-631	DUMP STATION 109931001	08192021	08/27/2021			25.10	
176	SOUTHERN PIPE & SUPPLY CO INC	213306	09/07/2021	09/02/2021			235.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-635	REGAL FLUSH VALVE URINAL (2)	5727177-00	08/18/2021	211017		235.90	
176	CENTRAL BUSINESS FORMS	213318	09/07/2021	09/02/2021			921.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-559	HONOR BOX ENVELOPES #904	19695	07/08/2021	210916		468.00	
	176-170-559	CAMPING HANGING PASSES	19695	07/08/2021	210916		204.00	
	176-170-559	CUSTOM DAY USE PASS HANGING	19695	07/08/2021	210916		182.00	
	176-170-559	SHIPPING	19695	07/08/2021	210916		67.00	
176	E AND J TIRE LLC	213320	09/07/2021	09/02/2021			400.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	176-170-639	12PLY BACKHOE TIRES (2)	1910	08/06/2021	210955		400.00	
FUND TOTAL 176 Claims	to	Checks	10 Total	6,204.38 Manual		Held	Total	6,204.38

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
251	2018-2019 BOND DEBT SERVICE FUND	213188	09/07/2021	08/20/2021			1,149.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	251-900-950	TR ACCUM INTEREST		08312021	08/31/2021			1,149.46
FUND TOTAL 251 Claims	to	Checks	1 Total	1,149.46	Manual	Held	Total	1,149.46

Docket of Claims
Release date from 09/07/2021 thru 09/07/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
253	2018-2019 BOND DEBT SERVICE FUND	213189	09/07/2021	08/20/2021			926.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	253-900-950	TR ACCUM INTEREST		08312021	08/31/2021			926.00
FUND TOTAL 253 Claims	to	Checks	1 Total	926.00 Manual		Held	Total	926.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
303	MICHAEL BAKER INTERNATIONAL	213206	09/07/2021	08/23/2021			15,638.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	303-301-763	CONST PH SERVICES		1124870	08/23/2021			15,638.15
FUND TOTAL 303 Claims	to	Checks	1 Total	15,638.15	Manual	Held	Total	15,638.15

Docket of Claims
Release date from 09/07/2021 thru 09/07/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC	213243	09/07/2021	08/31/2021			14,650.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	304-510-763	TO #5: CONS ADM/RES PROJ REP		8239	08/31/2021			14,650.00
FUND TOTAL 304 Claims	to	Checks	1 Total	14,650.00	Manual	Held	Total	14,650.00

Docket of Claims

Release date from 09/07/2021 thru 09/07/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
305	GIBSON ELECTRIC MOTOR SALES & SERV INC	213308	09/07/2021	09/02/2021			2,377.96	
	Account Number		Description	Invoice #	Date	P.O.	Amount	
	305-300-701		REFURB PUMP,NEW MOTOR,SEAL	45053	08/23/2021	211000		2,281.00
	305-300-701		REPR PUMP MOTOR	45053	08/23/2021	211000		96.96
FUND TOTAL 305 Claims	to	Checks	1 Total	2,377.96 Manual		Held	Total	2,377.96

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	213204	09/07/2021	08/23/2021			16,595.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-763	WELL CONST ENG		38302	07/14/2021		4,089.00	
	355-723-763	BID PHASE: TRMNT PLANT		38302	07/14/2021		5,000.00	
	355-723-763	WELL CONST ENG		38412	08/13/2021		4,281.00	
	355-723-763	BID PHASE: TRMNT PLANT		38412	08/13/2021		3,225.00	
FUND TOTAL 355 Claims	to	Checks	1 Total	16,595.00	Manual	Held	Total	16,595.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
360	DNA UNDERGROUND LLC	213232	09/07/2021	08/31/2021			17,399.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	360-726-768	CONSTRUCTION 31.3%		3	08/26/2021			17,399.25
360	SEYMOUR ENGINEERING PLLC	213242	09/07/2021	08/31/2021			20,063.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	360-726-787	CONSTRUCTION ADMIN 30%		8238	08/31/2021			5,763.00
	360-726-787	RESIDENT PROJ REP 30%		8238	08/31/2021			14,300.00
FUND TOTAL 360 Claims	to	Checks	2 Total	37,462.25	Manual	Held	Total	37,462.25

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2018-2019 BOND DEBT SERVICE FUND	213157	09/07/2021	08/16/2021			32,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	SEP 2021: 2019 BOND DS		09012021	09/01/2021			32,000.00
400	2018-2019 BOND DEBT SERVICE FUND	213158	09/07/2021	08/16/2021			25,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	SEP 2021: 2018 BOND DS		09012021	09/01/2021			25,000.00
400	AT&T	213172	09/07/2021	08/17/2021			70.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	08/06/2021			70.77
400	FUELMAN	213191	09/07/2021	08/23/2021			159.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP60578685	08/16/2021			159.60
400	FUELMAN	213193	09/07/2021	08/23/2021			187.09	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP60601618	08/23/2021			187.09
400	WAGGONER ENGINEERING INC	213194	09/07/2021	08/23/2021			3,697.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	ENG SERV: JCUA SURCHARGE		38413	08/13/2021			3,697.50
400	SAMPLE HICKS & ASSOCIATES INC	213205	09/07/2021	08/23/2021			3,450.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	LABOR STNDS: MDEQ RESTORE PROJ		0821-3	08/23/2021			3,450.00
400	AT&T	213221	09/07/2021	08/26/2021			136.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	08/14/2021			136.81
400	SPARKLIGHT	213228	09/07/2021	08/26/2021			77.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	SEPT 2021 : #107663106		08162021	08/23/2021			77.13
400	MISSION COMMUNICATIONS LLC	213244	09/07/2021	08/31/2021			1,737.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: JAMES PS		1054423	08/09/2021			347.40
	400-651-698	RENEWAL: RUE ST DENIS PS		1054423	08/09/2021			347.40
	400-651-698	RENEWAL: PAT DR PS		1054423	08/09/2021			347.40
	400-651-698	RENEWAL: CAMINO GRANDE		1054423	08/09/2021			347.40
	400-651-698	RENEWAL: CITY PARK PS		1054423	08/09/2021			347.40
400	TYLER TECHNOLOGIES INC	213247	09/07/2021	08/31/2021			3,459.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	INCODE COMPONENT: ANNUAL FEE		025-346146	09/01/2021			2,520.00
	400-650-698	ANNUAL HARDWARE FEES		025-346146	09/01/2021			939.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	213260	09/07/2021	09/01/2021			168.27	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP60628137	08/30/2021			168.27
400	SEYMOUR ENGINEERING PLLC	213282	09/07/2021	09/01/2021			11,306.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-603	HICKORY HILL DRAINAGE PROJECT		8237	08/31/2021			1,650.00
	400-650-603	SEWER SURCHARGING/FLOW METERS		8237	08/31/2021			425.00
	400-650-603	DRAINAGE: JOHNSTON/SANTA CRUZ		8237	08/31/2021			4,286.25
	400-650-603	GENERAL DRAINAGE ISSUES		8237	08/31/2021			3,988.75
	400-650-603	JCUA MTG: RE AMMONIA LEVELS		8237	08/31/2021			437.50
	400-650-603	HH/MBLUFF SEWER UPGRADES		8237	08/31/2021			387.50
	400-650-603	RUE GENTILLY PROJECT		8237	08/31/2021			131.25
400	SINGING RIVER ELECTRIC COOPERATIVE	213290	09/07/2021	09/01/2021			5,268.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 89627001		08172021	08/24/2021			69.89
	400-651-631	LIFT STNS 89702001		08172021	08/24/2021			26.29
	400-651-631	LIFT STNS 17881		08172021	08/24/2021			2,219.34
	400-651-631	WATER WELLS 17881		08172021	08/24/2021			2,952.91
400	SINGING RIVER ELECTRIC COOPERATIVE	213291	09/07/2021	09/01/2021			25.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	CARTER RD WTR TANK 109812001		08152021	08/23/2021			25.99
400	SINGING RIVER ELECTRIC COOPERATIVE	213292	09/07/2021	09/01/2021			2,934.18	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STATIONS 20649		08152021	08/23/2021			1,063.70
	400-651-631	LIFT STATIONS 28779		08152021	08/23/2021			94.43
	400-651-631	SCHOONER WELL 20688		08152021	08/23/2021			1,243.39
	400-651-631	LIFT STATIONS 20688		08152021	08/23/2021			532.66
400	SINGING RIVER ELECTRIC COOPERATIVE	213293	09/07/2021	09/01/2021			3,589.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		08192021	08/27/2021			263.31
	400-651-631	LIFT STNS 17883		08192021	08/27/2021			1,887.38
	400-651-631	LIFT STNS 17884		08192021	08/27/2021			1,439.05
400	SINGING RIVER ELECTRIC COOPERATIVE	213294	09/07/2021	09/01/2021			8,403.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		08182021	08/26/2021			352.42
	400-651-631	LIFT STATIONS 17882		08182021	08/26/2021			2,510.50
	400-651-631	WATER WELLS 17882		08182021	08/26/2021			2,994.07
	400-651-631	CITY HALL SOUTH 17882		08182021	08/26/2021			2,546.39
400	RJ YOUNG COMPANY LLC	213295	09/07/2021	09/01/2021			245.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	GS1100-01 RENTAL FEE		INV4373902	08/17/2021			166.49
	400-650-698	IMC4500 USAGE:B/W		INV4373902	08/17/2021			8.67
	400-650-698	IMC4500 USAGE:COLOR		INV4373902	08/17/2021			70.01

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	GIBSON ELECTRIC MOTOR SALES & SERV INC	213309	09/07/2021	09/02/2021			4,006.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	REPR PUMP MOTOR: MALL WELL	45046	08/17/2021	210953		4,006.00	
400	COAST BATTERY SPECIALIST INC	213310	09/07/2021	09/02/2021			140.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-767	SCADA BATTERY 12V (10)	3245081821	08/18/2021	211018		140.00	
400	CENTRAL PIPE SUPPLY-JACKSON	213311	09/07/2021	09/02/2021			4,467.72	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	PVC SDR35 45 ELL SXB 4" (12)	S100265912	08/17/2021	210999		71.52	
	400-651-581	BRASS COUPLING 3/4X1 (24)	S100265912	08/17/2021	210999		604.56	
	400-651-581	PVC PRIMER PURPLE 1QT (12)	S100265912	08/17/2021	210999		203.16	
	400-651-581	HDPE PIPE STIB 24X20 BLK (20)	S100265912	08/17/2021	210999		554.20	
	400-651-581	BRASS MALE ADAPTER 2" (5)	S100265912	08/17/2021	210999		525.50	
	400-651-581	PVC S/W SDR35 WYE 4" (6)	S100265912	08/17/2021	210999		48.18	
	400-651-581	PVC S/40 BUSHING 1-1/4X1 (25)	S100267684	08/25/2021	211030		23.28	
	400-651-581	PVC S/40 BUSHING 2X1 (10)	S100267684	08/25/2021	211030		17.00	
	400-651-581	PVC S/40 BUSHING 2X3/4 (10)	S100267684	08/25/2021	211030		17.00	
	400-651-581	PVC S/40 BUSHING 1X3/4 (50)	S100267684	08/25/2021	211030		36.00	
	400-651-581	S/B FULL CIRCLE #244 2" (6)	S100267684	08/25/2021	211030		328.32	
	400-651-581	PIPE PVC CL/235 6' 100FT	S100267684	08/25/2021	211030		1,020.00	
	400-651-581	HDP PIPE STIB 12X20 100FT	S100267684	08/25/2021	211030		1,019.00	
400	STAPLES BUSINESS ADVANTAGE DEPT ATL	213315	09/07/2021	09/02/2021			266.65	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-500	EPSON 252XL BLK INK	3483976020	08/06/2021	210997		34.48	
	400-650-500	HP 952XL 4PK (2)	3483976020	08/06/2021	210997		178.18	
	400-650-500	LEXMARK B221000 TONER	3483976021	08/06/2021	210997		53.99	
400	CORE & MAIN LP	213319	09/07/2021	09/02/2021			1,152.30	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	1 CORP CCXPJ CTS NO LEAD (10)	P327939	08/03/2021	210946		611.50	
	400-651-581	1X100' TUBING 200PSI (200)	P327939	08/03/2021	210946		124.00	
	400-651-581	3/4X100' TUBING 200PSI (100)	P327939	08/03/2021	210946		40.00	
	400-651-581	4 PVC CL2100 REPR CPLG GXG(6)	P329163	08/03/2021	210823		277.80	
	400-651-583	3 PVC S80 90 HXH 806-030 (12)	P329163	08/03/2021	210823		99.00	
400	LYMAN WELL COMPANY	213326	09/07/2021	09/02/2021			600.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	INSTALL MOTOR: MALL WELL	21-246	08/25/2021	211028		600.00	
400	J H WRIGHT & ASSOCIATES INC	213328	09/07/2021	09/02/2021			3,317.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-584	TSURUMI #50UT2.4S PUMP	435883	08/20/2021	211009		300.00	
	400-651-581	13K275 BOLT	434521	06/28/2021	210853		17.00	
	400-651-581	4K431 WASHER	434521	06/28/2021	210853		111.00	
	400-651-581	4K392 KEY	434521	06/28/2021	210853		27.00	
	400-651-581	2K770 IMPELLER	434521	06/28/2021	210853		716.00	
	400-651-581	TRIM IMPELLER/INSTL: OST LS	434521	06/28/2021	210853		637.50	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	213328	09/07/2021	09/02/2021			3,317.00	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	13K275 BOLT		435649	08/12/2021	210853	17.00	
	400-651-581	4K431 WASHER		435649	08/12/2021	210853	111.00	
	400-651-581	4K392 KEY		435649	08/12/2021	210853	27.00	
	400-651-581	2K770 IMPELLER		435649	08/12/2021	210853	716.00	
	400-651-581	TRIM IMPELLER/IN STL: OST LS		435649	08/12/2021	210853	637.50	
FUND TOTAL 400 Claims	to	Checks	26 Total	115,865.98	Manual	Held	Total	115,865.98

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	59 Total	82,848.23 Manual	Held	Total	82,848.23
FUND 176 Claims	to	Checks	10 Total	6,204.38 Manual	Held	Total	6,204.38
FUND 251 Claims	to	Checks	1 Total	1,149.46 Manual	Held	Total	1,149.46
FUND 253 Claims	to	Checks	1 Total	926.00 Manual	Held	Total	926.00
FUND 303 Claims	to	Checks	1 Total	15,638.15 Manual	Held	Total	15,638.15
FUND 304 Claims	to	Checks	1 Total	14,650.00 Manual	Held	Total	14,650.00
FUND 305 Claims	to	Checks	1 Total	2,377.96 Manual	Held	Total	2,377.96
FUND 355 Claims	to	Checks	1 Total	16,595.00 Manual	Held	Total	16,595.00
FUND 360 Claims	to	Checks	2 Total	37,462.25 Manual	Held	Total	37,462.25
FUND 400 Claims	to	Checks	26 Total	115,865.98 Manual	Held	Total	115,865.98
Total for all Funds		Checks	103 Total	293,717.41 Manual	Held	Total	293,717.41

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

September 7, 2021
Approval of minutes from Recessed Council Meeting
held August 17, 2021 and Recessed Budget Meeting
held August 19, 2021

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of minutes from Recessed Council Meeting held August 17, 2021 and Recessed Budget Meeting held August 19, 2021

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2021

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 17, 2021, and the Recessed Budget Meeting held August 19, 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 September 7, 2021.

Tuesday
August 17, 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 17, 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, Richard Jackson, Rusty Anderson, and Dante Elbin. Present by teleconference were Councilman Cameron George and Gordon Gollott, and Teresa Montgomery, City Clerk. Also present were Paula Yancey, City Manager; Josh Danos, City Attorney; Sherry Farabee, Deputy City Clerk, and other concerned citizens.

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 26th 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 27th, 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)

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

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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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 propertyline in a R-1 Low Density Single-Family Residential Zoning District. 3632 Suter Road, (GPC #21-40-VAR)

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

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

1. Approval of minutes from Recessed Council Meeting held 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 Events
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

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

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

1. Add announcement – City Offices will be closed for Labor Day, September 6, 2021.

Councilman Elbin seconded the motion, and the vote carried unanimously.

Announcements

1. Gautier's Tasty Thursday will be held on August 26th 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 Crusin' Through the Decades Event to be held on Oct. 3, 2021 at the Singing River Mall Property starting at 4pm.
 4. City Offices will be closed for Labor Day, September 6, 2021.
-

Presentation

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

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
September 7, 2021**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Gautier's Tasty Thursday will be held on September 23rd from 11:00am until 6:00pm at the Singing River Mall Property.
2. City of Gautier Crusin' Through the Decades Event to be held October 3, 2021 at Singing River Mall Property starting at 4pm.

NOTES:

GAUTIER PRESENTS

TASTY THURSDAY!

**23
SEP**



11 AM

**GOOD EATS FROM AWESOME
FOOD TRUCKS**

**MANN KETTLE CORN – HAVENS CREAMERY –
THE SCRATCH KITCHEN– NORWOODS FAMOUS SKINS,
KEEPIN' IT TASTY, KLASSY WRAPPERS,
FRANKIE FAYE'S, 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:

PRESENTATION AGENDA

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

NOTES :

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, 2nd 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 17th day of August, 2021.



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

Councilman Colledge made the motion to adopt the Planning Commission's recommendation to approve a Conditional Use-Major that would allow a tattoo parlor in a C-3 Highway Commercial Zoning District, case number GPC#21-38-CU, as presented. Councilman Jackson seconded the motion. Councilman Colledge made a motion to amend the original motion to include a condition that hours of operation are limited to 7 AM to 7 PM. Councilman Anderson seconded the motion. The vote on the amendment was carried unanimously. The original motion, as amended, was called for a vote, and the motion carried 6-1. Those voting in favor of the motion were Mayor Vaughan, Councilman Anderson, Councilman Colledge, Councilman George, Councilman Jackson and Councilman Gollott. Councilman Elbin voted against the motion.

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

ORDER NUMBER 156-2021

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 consistent with the goals, objectives and policies of the City's Comprehensive Plan; and

WHEREAS, the City Council hereby finds that the proposed Conditional Use-Major is consistent with the character of the immediate vicinity of the proposed use; and

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

WHEREAS, the City Council hereby finds that the proposed use, classified as a tattoo parlor, is permitted as a Conditional Use-Major in a C-3 Highway Commercial Zoning District with hours of operation limited to 7am to 7pm.

IT IS THEREFORE ORDERED that the City Council accepts the recommendation of the Planning Commission and approves 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 **Councilman Colledge**, seconded by **Councilman Jackson**, and the following vote was recorded:

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

NAYS: Dante Elbin

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 17, 2021.

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:

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

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:

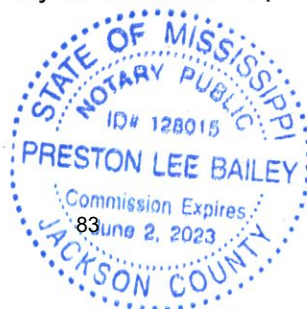
The foregoing instrument was acknowledged before me this 11 day of June, 2021 by James Victory, who is personally known to me or has produced MSDL 802223012 as identification and who did take an oath.

Preston Lee Bailey
(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.

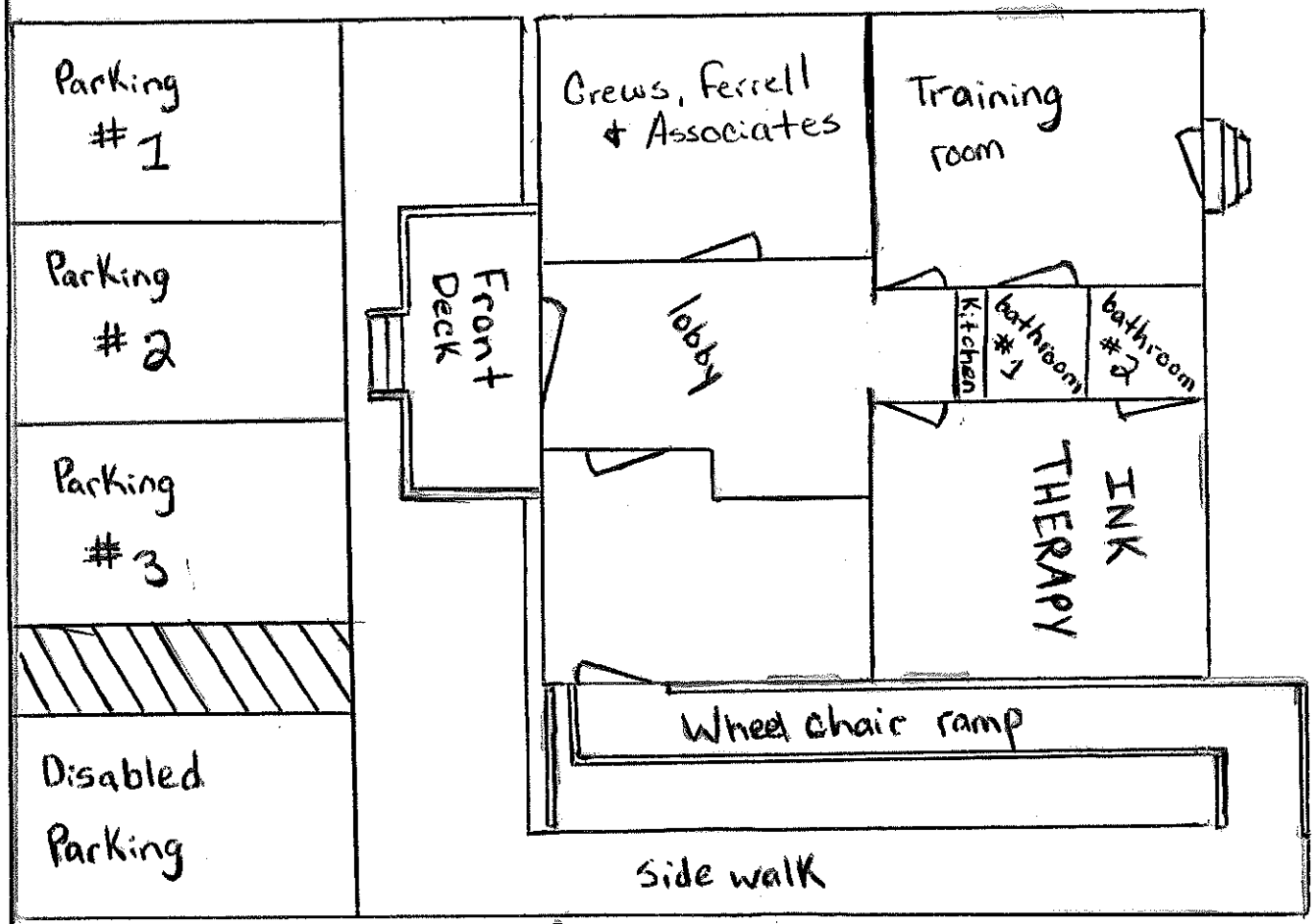
Ink Therapy LLC is owned and operated by Kenneth Ferrell. Kenneth Ferrell is also the owner and operator of Crews Ferrell and Associates Inc., which holds contracts with Ingalls Shipbuilding and Austal to provide contract labor services and most recently started partnering with MDES and the local WIN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

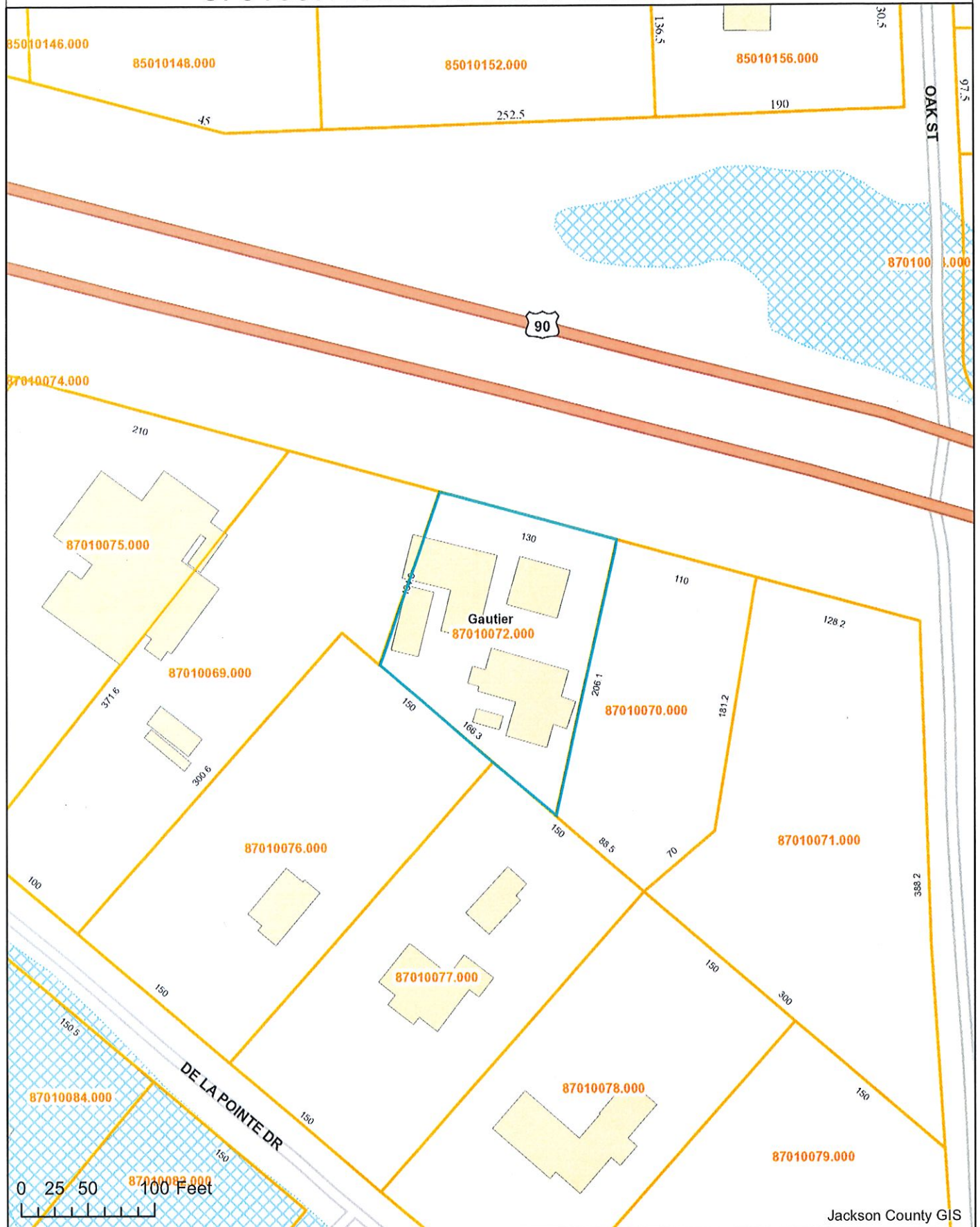
SQ FT: 0 Year Built: 1965

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

87010072.000 VICTORY JAMES D DC



Jackson County GIS

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

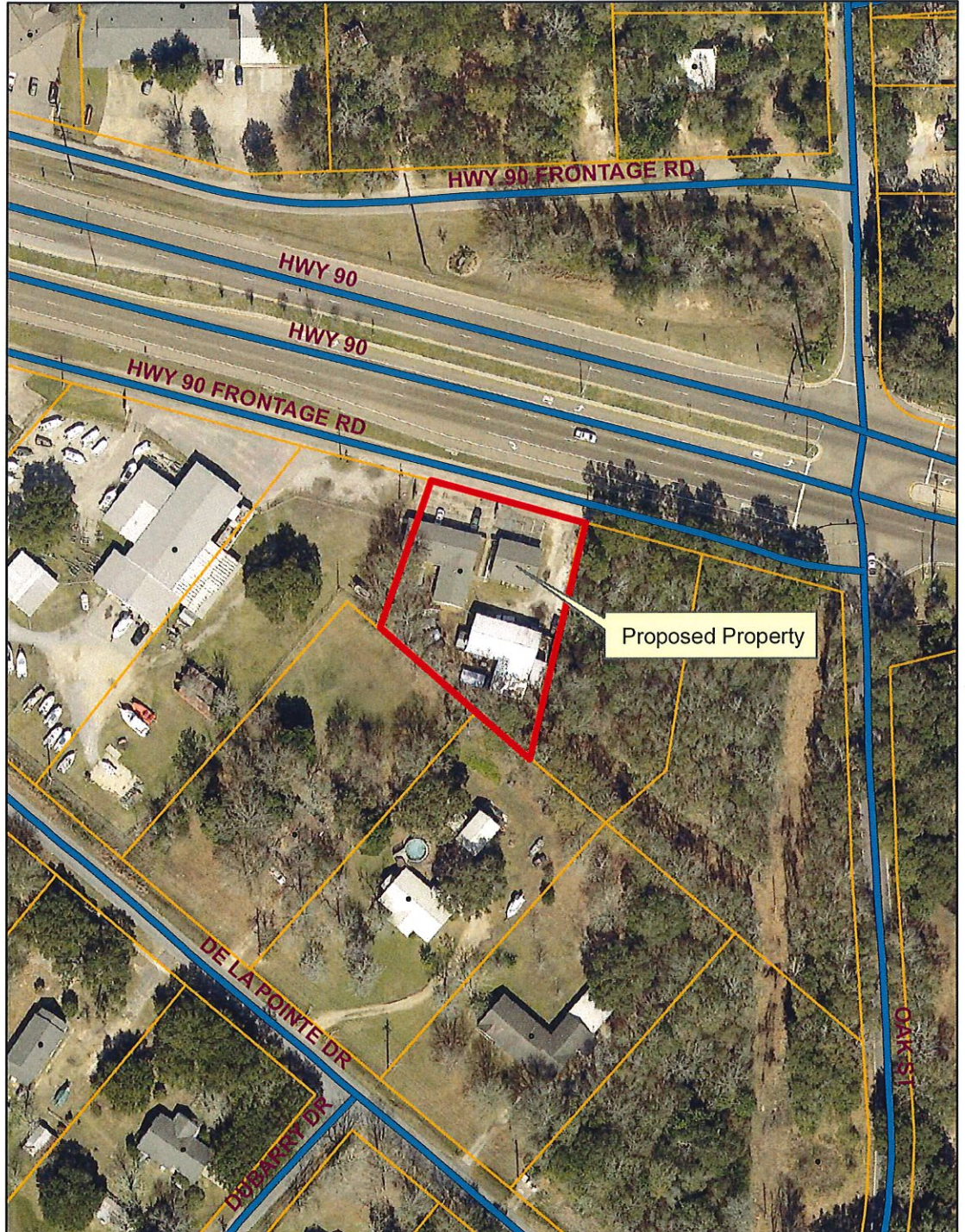


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

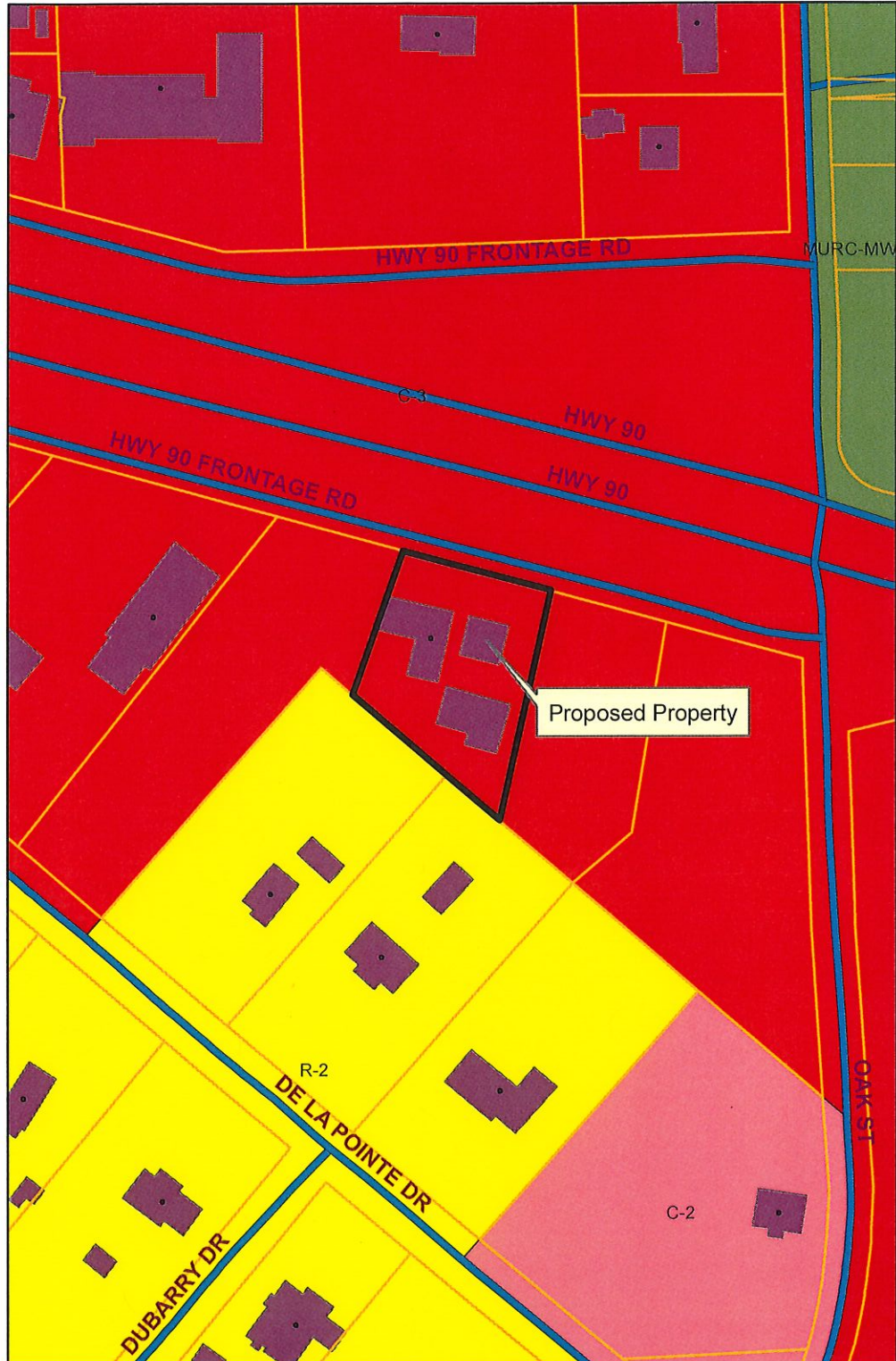


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

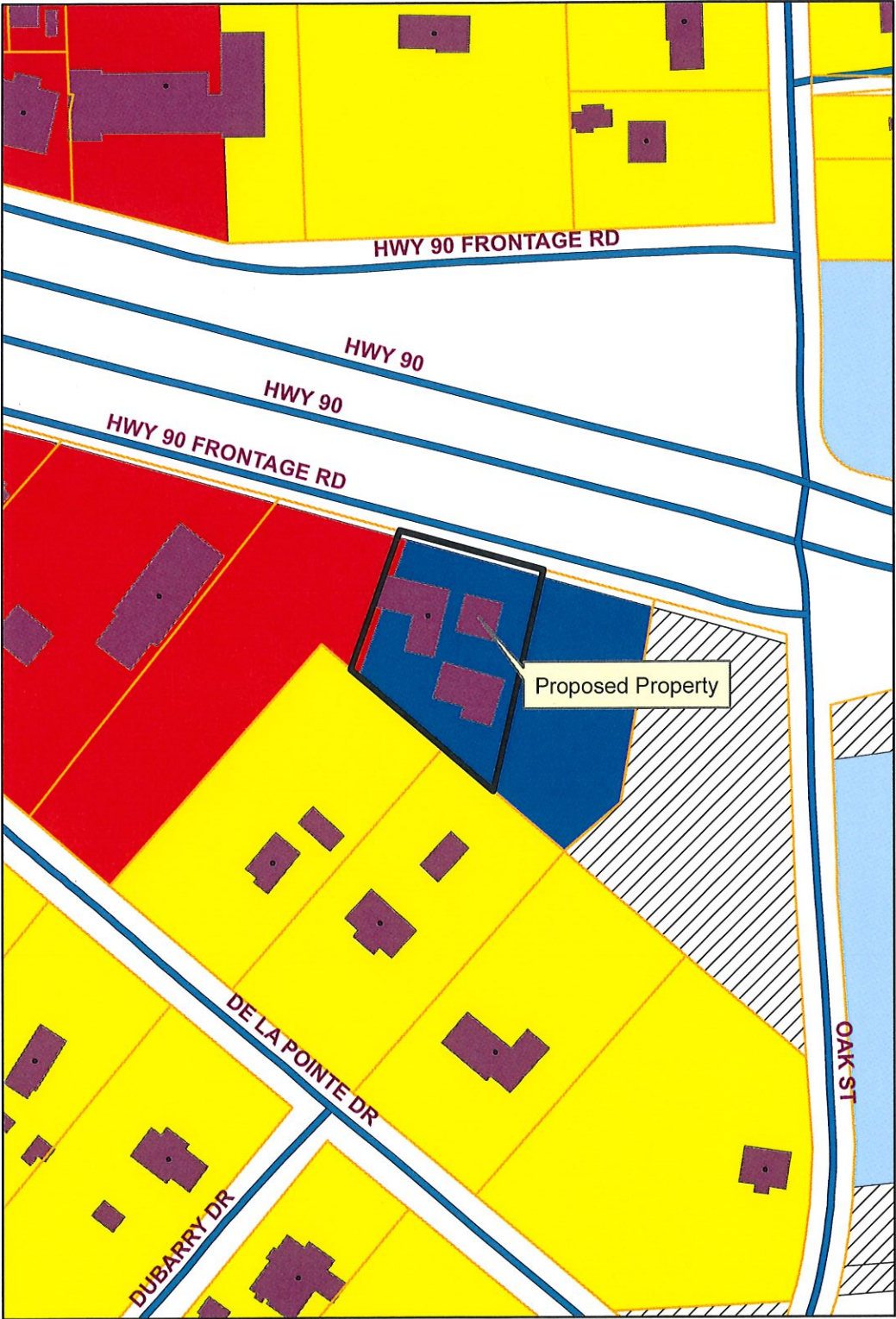


Exhibit D

Future Land-Use

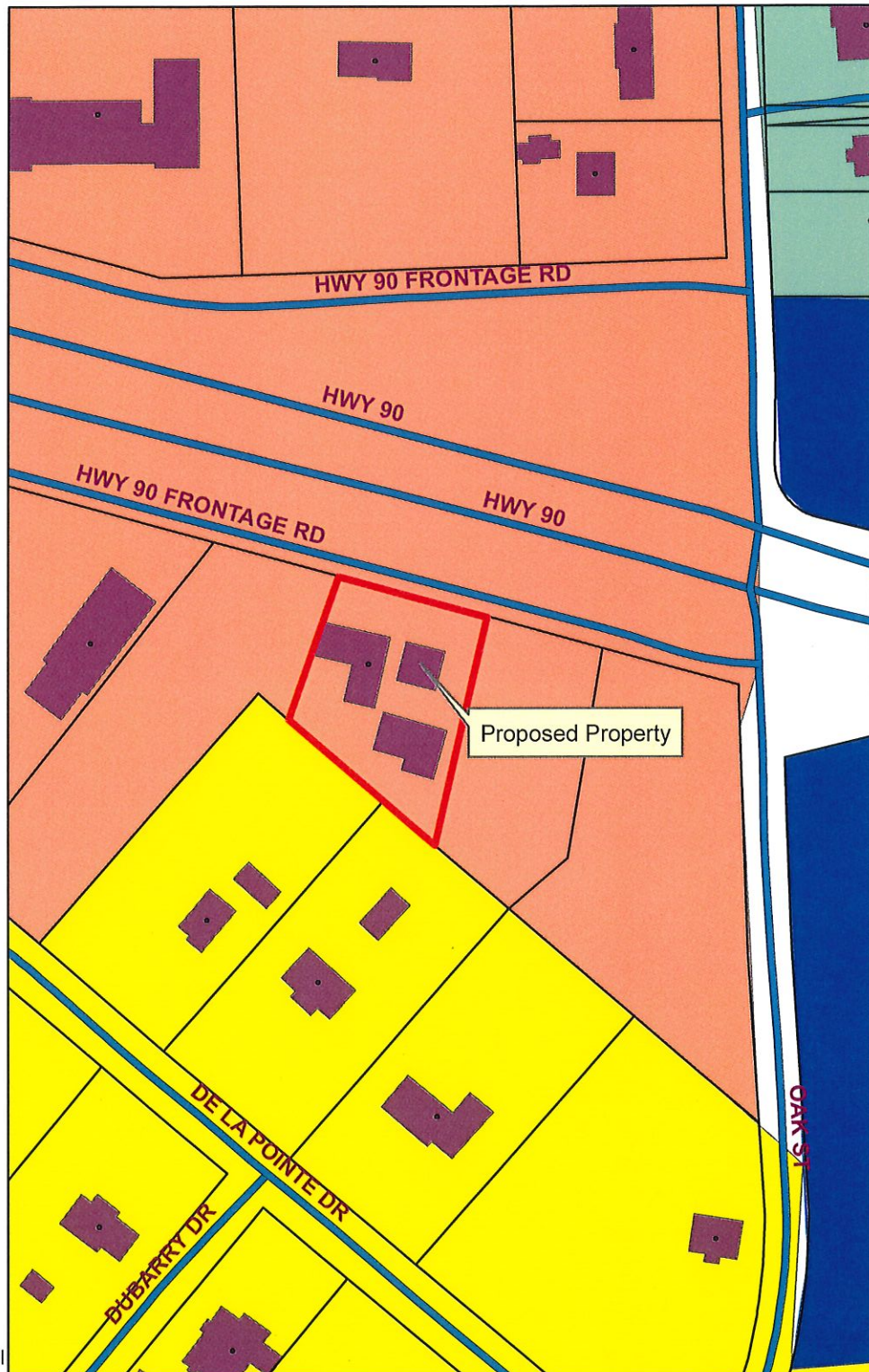
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



Councilman Colledge made the motion to follow the Planning Commission's recommendation to approve the 1,503 square foot variance to maximum square footage allowance for an accessory structure in a R-1 Single Family Residential Zoning District at 3632 Suter Road, case number GPC#21-39-VAR. Councilman Jackson seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 157-2021

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 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 the Gautier Planning Commission's recommendation to approve this variance.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

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

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

87170001.000 GOFF TERRY F & KAMMY S



Jackson County GIS

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.



SURVEY DESCRIPTION

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

COMMENCING AT A 1/2" IRON ROD FOUND DENOTING THE SOUTHEAST CORNER OF THE SECTION 36 QUARTER, THENCE RUN NORTH 89 DEGREES 09 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 1,027.00 FEET TO A 1/2" IRON CAPPED IRON ROD SET 1.86 FEET EAST OF A FLAGGED 2 INCH METAL POST AND THE POINT OF BEGINNING, THENCE RUN NORTH 89 DEGREES 09 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 1,027.00 FEET TO A 1/2" IRON CAPPED IRON ROD SET 1.86 FEET WEST OF A FLAGGED 2 INCH METAL POST, THENCE RUN SOUTH 01 DEGREES 03 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 68.93 FEET TO A FLAGGED 2 INCH METAL POST ON THE NORTH RIGHT OF WAY LINE OF DAVENUE LANE, THENCE RUN SOUTH 88 DEGREES 01 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 241.28 FEET TO A 1/2" IRON CAPPED IRON ROD SET AT THE INTERSECTION OF SAID NORTH RIGHT OF WAY LINE WITH THE EAST RIGHT OF WAY LINE OF SUTER ROAD, THENCE RUN ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 03 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 55 MINUTES TO SECONDS EAST FOR A DISTANCE OF 117.38 FEET TO A 1/2" IRON CAPPED IRON ROD SET, THENCE RUN NORTH 00 DEGREES 10 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 88.27 FEET TO A 1/2" IRON CAPPED IRON ROD SET, THENCE RUN NORTH 00 DEGREES 10 MINUTES 59 SECONDS EAST ACROSS SAID CANAL FOR A DISTANCE OF 162.87 FEET TO A 1/2" IRON CAPPED IRON ROD SET AT THE WATER'S EDGE, THENCE RUN NORTH 00 DEGREES 10 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 38 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 162.34 FEET TO A 1/2" IRON CAPPED IRON ROD SET ON THE SOUTH BANK LINE OF MARY WALKER BAYOU, THENCE RUN ALONG SAID BANK LINE SOUTHWESTERLY TO A 1/2" IRON CAPPED IRON ROD SET, THENCE RUN SOUTH 77 DEGREES 59 SECONDS EAST A DISTANCE OF 334.51 FEET FROM THE PREVIOUSLY DESCRIBED POINT, THENCE RUN ALONG THE EAST LINE OF SECTION 36, SOUTH 00 DEGREES 27 MINUTES 59 SECONDS WEST THROUGH IRON ROD A CANAL, THENCE RUN NORTH 00 DEGREES 27 MINUTES 59 SECONDS WEST FOR A TOTAL DISTANCE OF 602.08 FEET, CONTAINING 233,988 SQUARE FEET OR 5.37 ACRES MORE OR LESS, THE ABOVE DESCRIBED PARCEL BEING SUBJECT TO THE EASEMENT AND EGRESS RIGHTS OF THE LANDS THAT ARE SUBJECT TO JURISDICTIONAL REGULATION.

GPS NOTATION

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

REFERENCE MERIDIAN: ST. STEPHENS
REFERENCE NETWORK: EARL DAILEY NETWORK
STATE PLANE COORDINATE ZONE: MISSISSIPPI EAST
HORIZONTAL DATUM: NAD 1983
VERTICAL DATUM: GED00 12A
SCALE FACTOR: 0.999945378
COMBINED FACTOR: 0.999955542
CONVERGENCE ANGLE: 00°06'05.18"

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED, THIS BEING 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: PAUL ANTHONY LILES P.L.S. #3174 DATED: 02/19/2018

MP
MACHADO PATINO
CIVIL
ELECTRICAL
MECHANICAL
SURVEYING
1641 Poplar Ferry Rd., Suite A-4
Bilal, Mississippi 39532
Office 228.388.1951 | Fax 228.388.1971
www.mppro.us

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,
JACKSON COUNTY, MISSISSIPPI

SV-01
SHEET 1 OF 1

REFERENCE MATERIAL

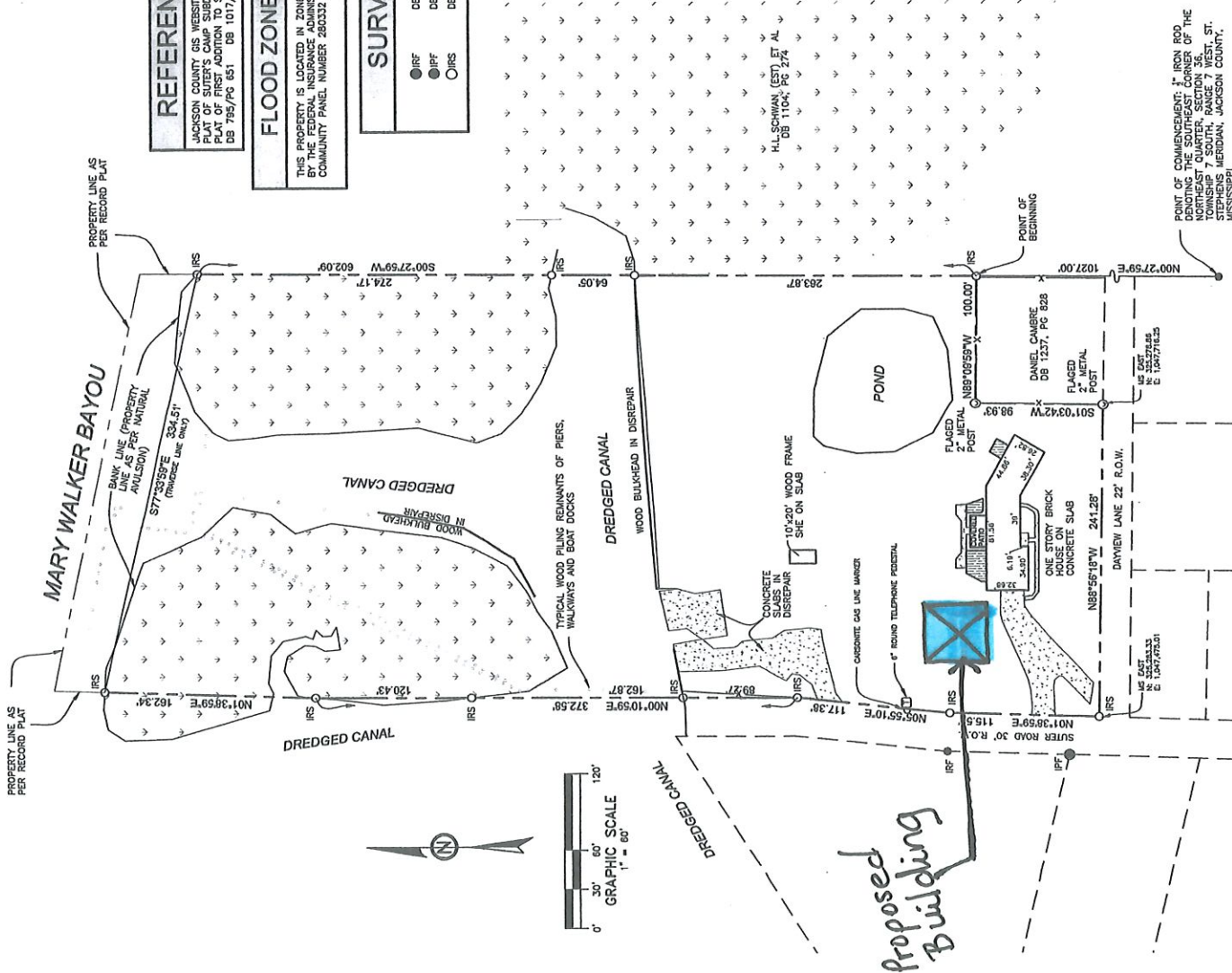
JACKSON COUNTY GIS WEBSITE
PLAT OF SUTER'S CAMP SUBDIVISION
PLAY OF FIRST ADDITION TO SUTER'S CAMP
DB 785/PG 851 DB 1017/PG 13 DB 1037/PG 761

FLOOD ZONE INFORMATION

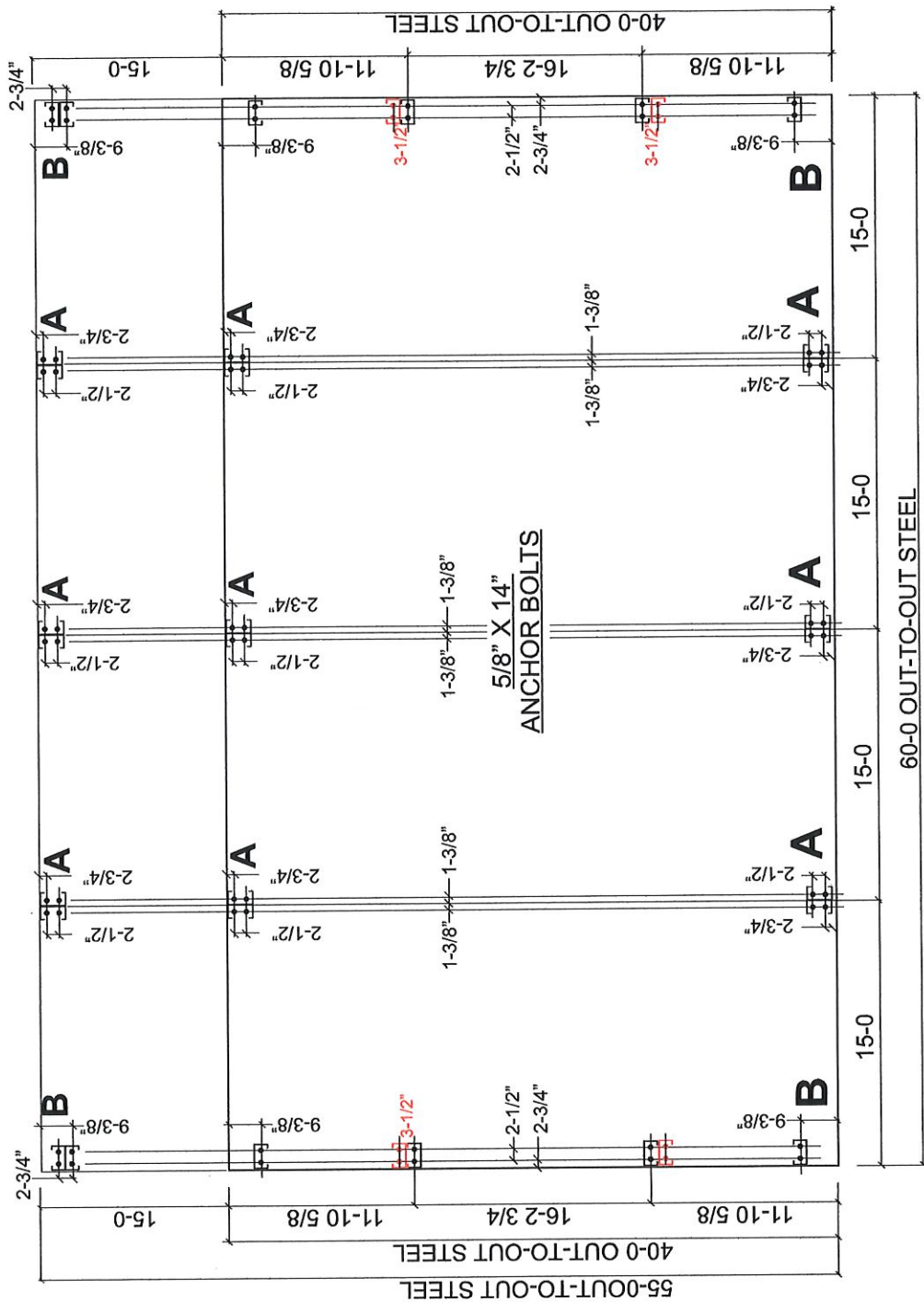
THIS PROPERTY IS LOCATED IN ZONE "M" (BASE ELEV. 11.00), AS PUBLISHED BY THE FEDERAL INSURANCE ADMINISTRATION, OFFICIAL FLOOD HAZARD MAP, COMMUNITY PANEL NUMBER 280332 0319 G, REVISED 03/16/2009.

SURVEY LEGEND

- IRF DENOTES 1/2" IRON ROD FOUND
- IRP 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

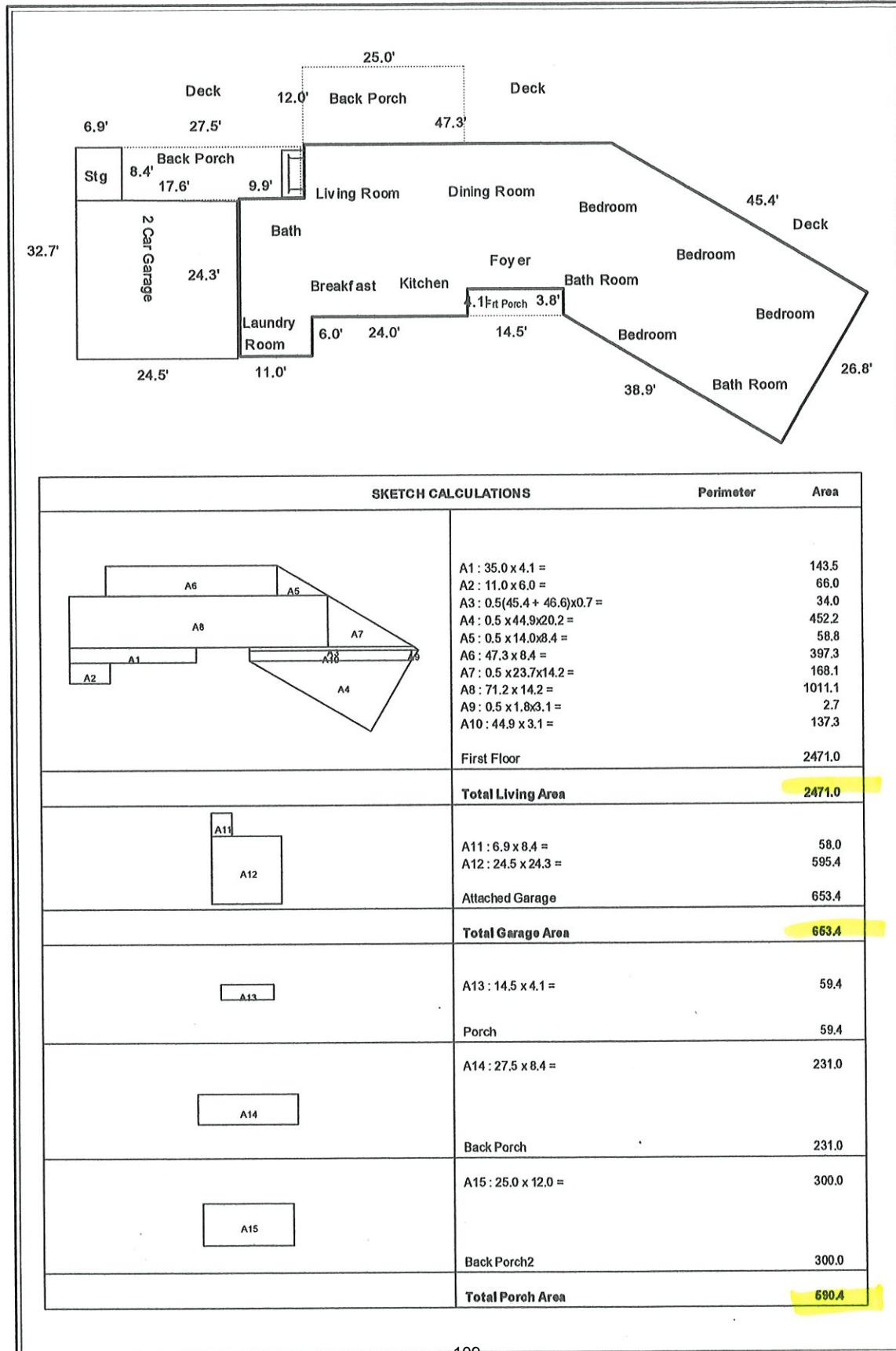
File No. R180107
Case No.

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
RA-516
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

State of Mississippi

Mississippi Real Estate Appraiser Licensing and Certification Board

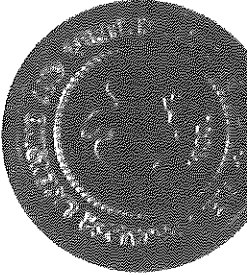
This is to certify that
whose place of business
is located at

JULIE FORD MARTIN
702 PORTER AVE
OCEAN SPRINGS, MS 39566

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

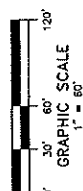
is duly licensed as a State Certified Residential Real Estate Appraiser in the State of Mississippi from the date of issuance. The license will remain in force when property supported by a current pocket identification card. In witness thereof, the MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND CERTIFICATION 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)



SURVEY DESCRIPTION	
1	1.1
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96	96.1
97	97.1
98	98.1
99	99.1
100	100.1

CORNERING AT A ½" IRON ROD FOUND DENOTING THE SOUTHEAST CORNER OF THE COMMENCING AT A ½" IRON ROD SET SECTION 36, THENCE RUN ALONG THE EAST LINE OF SAID QUARTER OF SAID SECTION 36 NORTH 0 DEGREES 00 MINUTES 00 SECONDS FOR A DISTANCE OF 1,927.00 FEET TO A ¼ INCH CAPPED IRON ROD SET 1.95 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 1.65 FEET FOR A DISTANCE OF 11.30 FEET TO AN IRON ROD SET 1.65 FEET WEST OF THE POINT OF BEGINNING; THENCE RUN SOUTH 01 DEGREES 03 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 94.93 FEET TO A FLAGGED 2 INCH METAL POST ON THE NORTH RIGHT OF WAY LINE OF DAYVIEW LANE; THENCE RUN ALONG SAID NORTH RIGHT OF WAY LINE NORTH 88 DEGREES 56 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 115.81 FEET TO A ¼ INCH CAPPED IRON ROD SET AT THE INTERSECTION OF SAID NORTH RIGHT OF WAY LINE WITH THE EAST RIGHT OF WAY LINE OF SUITER ROAD; THENCE RUN ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 38 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 115.81 FEET TO A ¼ INCH CAPPED IRON ROD SET FOR A DISTANCE OF 117.30 FEET TO A ¼ INCH CAPPED IRON ROD SET; THENCE EAST FOR A DISTANCE OF 117.30 FEET TO A ¼ INCH CAPPED IRON ROD SET; THENCE RUN NORTH 00 DEGREES 10 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 89.27 FEET TO A ¼ INCH CAPPED IRON ROD SET AT THE WATER'S EDGE OF A DREDGED PORTAGE CANAL; THENCE RUN SOUTH 00 DEGREES 10 MINUTES 58 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 58 SECONDS EAST FOR A DISTANCE OF 120.43 FEET TO A ¼ INCH CAPPED IRON ROD SET; THENCE RUN NORTH 01 DEGREES 38 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 117.30 FEET TO A ¼ INCH CAPPED IRON ROD SET; THENCE RUN SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST ALONG THE BANK LINE OF MARY WALKER BAYOU; THENCE RUN ALONG SAID BANK LINE SOUTHEASTERLY TO A ¼ INCH CAPPED IRON ROD SET ON SAID SOUTH BANK LINE OF SAID BAYOU; THENCE RUN SOUTH 00 DEGREES 10 MINUTES 58 SECONDS EAST FOR A DISTANCE OF 117.30 FEET TO A ¼ INCH CAPPED IRON ROD SET; THENCE RUN EAST LINE OF SECTION 36, SAID ROAD BEING SOUTH 77 DEGREES 33 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 117.30 FEET TO A ¼ INCH CAPPED IRON ROD SET; THENCE RUN ALONG THE EAST LINE OF SECTION 36, SAID ROAD BEING SOUTH 00 DEGREES 10 MINUTES 58 SECONDS WEST THROUGH A ¼ INCH CAPPED IRON ROD AT 27.14 FEET, THROUGH ANOTHER ¼ INCH CAPPED IRON ROD AT AN ADDITIONAL 64.03 FEET, THROUGH A THIRD ¼ INCH CAPPED IRON ROD AT AN ADDITIONAL 100.00 FEET, CONTAINING 233.96 SQUARE FEET OF 5.37 ACRES MORE OR LESS, THE ABOVE DESCRIBED PARCEL BEING DESIGNATED AS BLOCK 1, SUITEFFS' CAMP SUBDIVISION, LESS AND PREVIOUS CONVEYANCES, THE PREVIOUSLY DESCRIBED PARCEL MAY CONTAIN LANDS THAT ARE SUBJECT TO JURISDICTIONAL REGULATION.

GPS NOTATION

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REFERENCE MERIDIAN: ST. STEPHENS
REFERENCE NETWORK: EARL DUDLEY NETWORK
STATE PLANE COORDINATE ZONE: MISSISSIPPI EAST
HORIZONTAL DATUM: NAD 1983
VERTICAL DATUM: NAD 1988
SCALE FACTOR: 0.99954578
COMBINED FACTOR: 0.99955542
CONVERGENCE ANGLE: 07°06'05.18"

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SURVEYOR CERTIFICATION

02/19/2018

ONLY ON TV

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

Journal of Management Education 36(10) 1109-1124

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

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

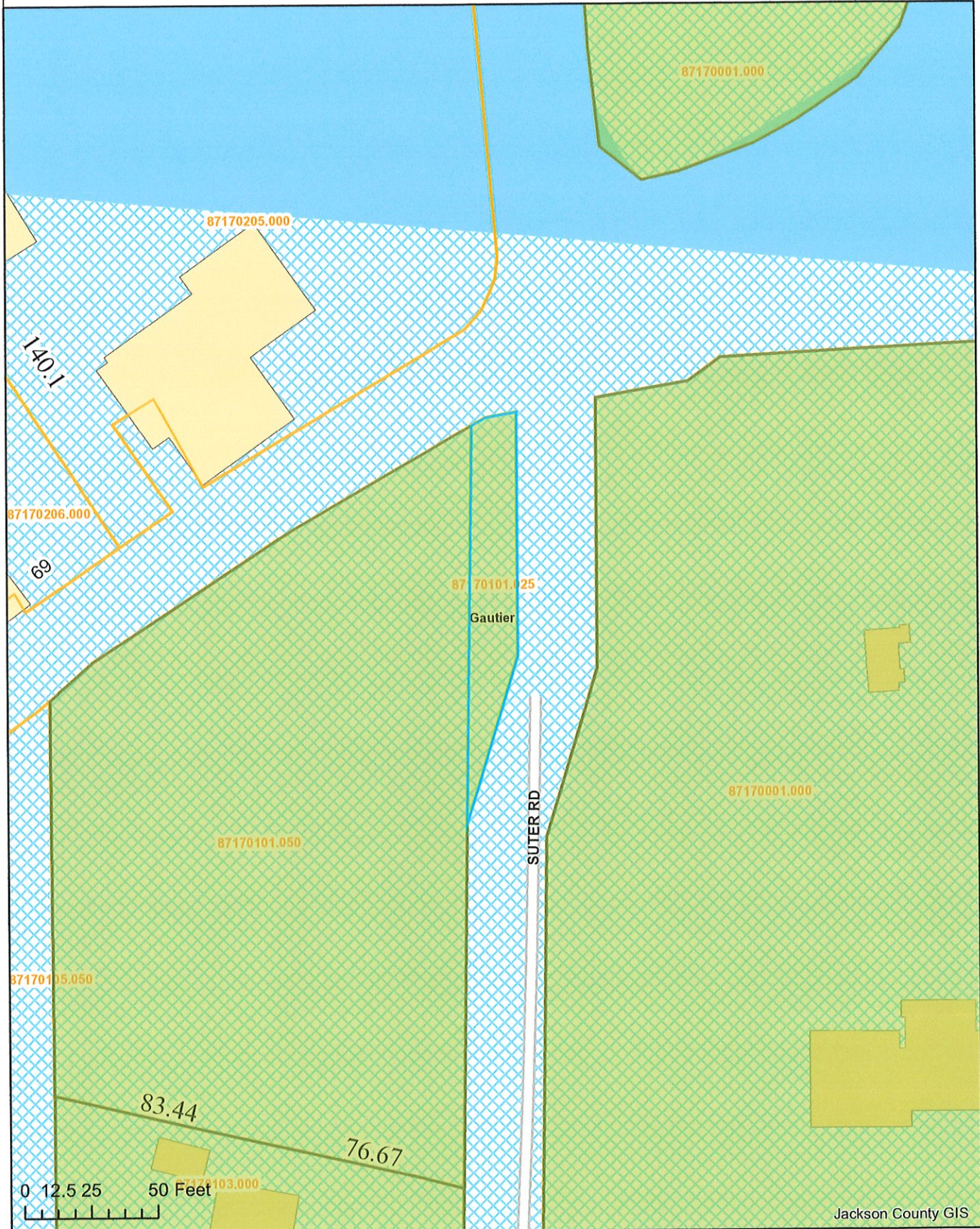
S 1 DEG W ALG W/M SUTER RD 205.6

TO POB DB 1922-192

(14 MAP777.36-01)

Deed Book / Page: 1922 / 192

87170101.025 GOFF KAMMY S



STATE OF MS
JACKSON COUNTY

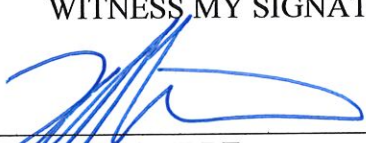
SWORN AFFIDAVIT

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.

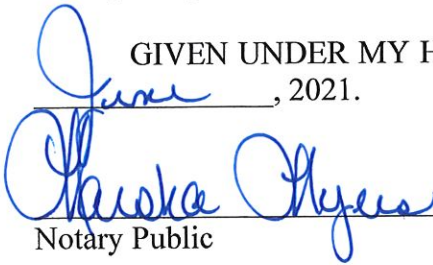


DANIEL J. CAMBRE

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"



***Refer to Anchor Bolt
Detail for Connection
Specifications**

[illegible]

THIS DOCUMENT WAS PRODUCED BY AND/OR
ON BEHALF OF THE NATIONAL ARCHIVES

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 GAULTIER, 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 CORRECT TO 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
JANUARY 18, 2018

PREPARED BY:



WAGNER 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

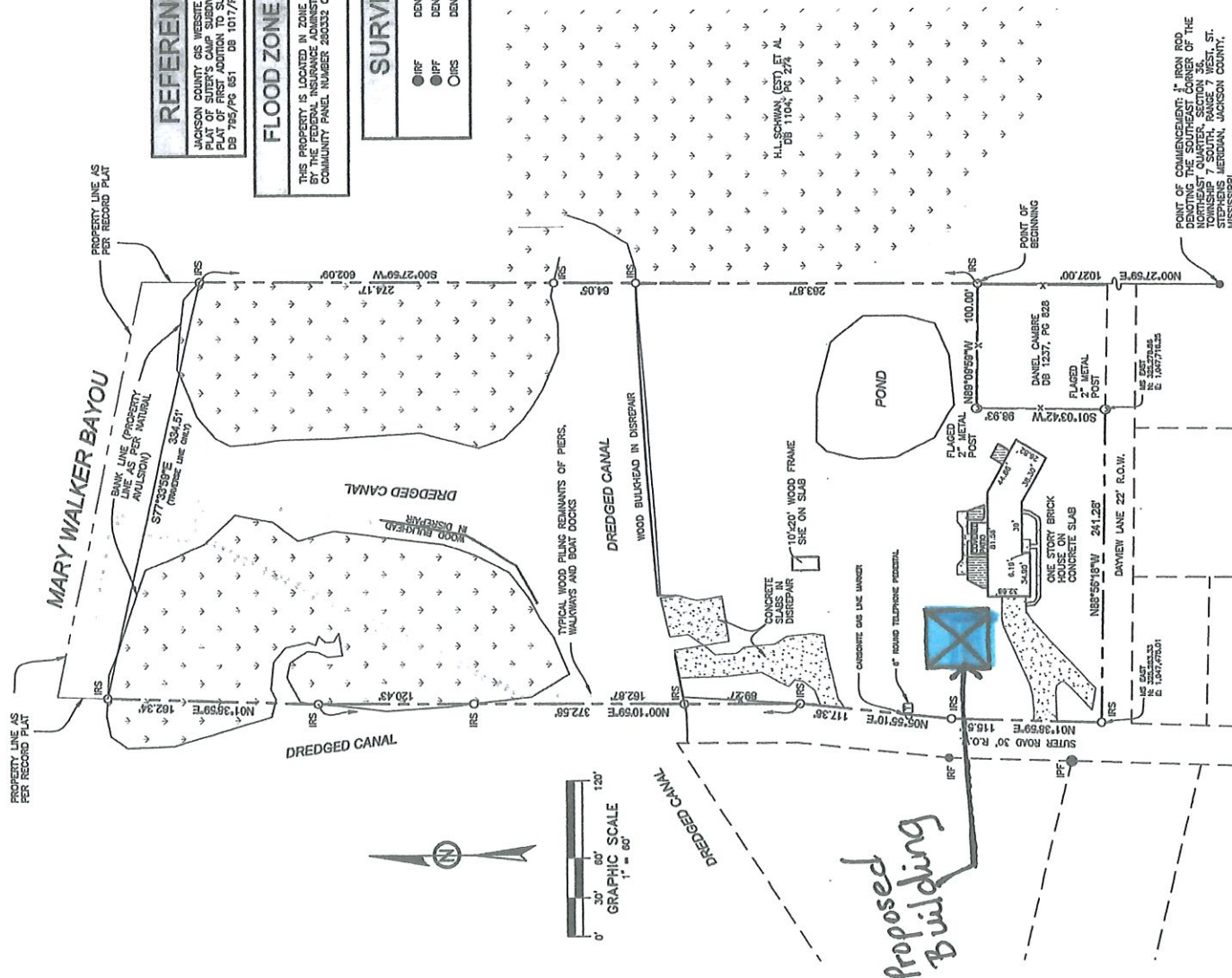
JACKSON COUNTY GIS WEBSITE
PLAT OF SUTER'S CAMP SUBMISSION
PLAT OF FIRST ADDITION TO SUTER'S CAMP
DB 795/PG 651 DB 1017/PG 13 DB 1037/PG 761

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 03/18/2009.

SURVEY LEGEND

- IRF DENOTES 1/2" IRON ROD FOUND
- IPF DENOTES 3/4" IRON PIPE FOUND
- IORS DENOTES 1/2" CAPPED IRON ROD SET



POINT OF COMMENCEMENT: 1" IRON ROD 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.

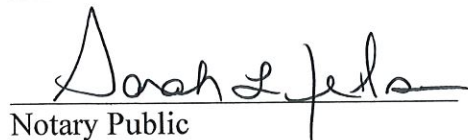

MICHAEL SCOTT COLBORN


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 OFFICIAL 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

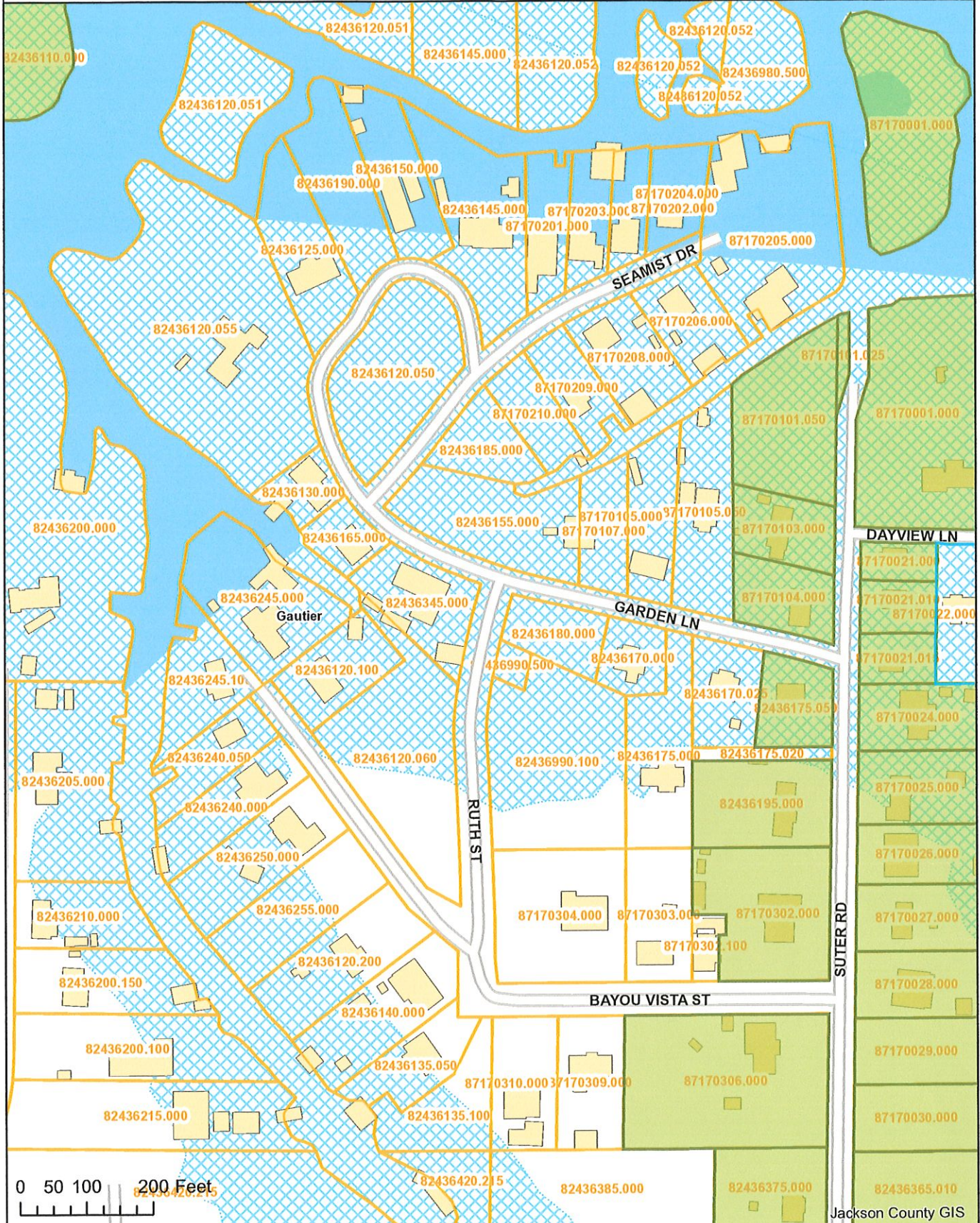
Legal Description

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

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

Deed Book / Page: 1123 / 641

87170022.000 COLBORN MICHAEL SCOTT &



0 50 100 200 Feet

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

Jackson County GIS
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

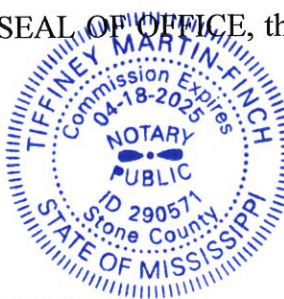
STATE OF MS
Stone COUNTY

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

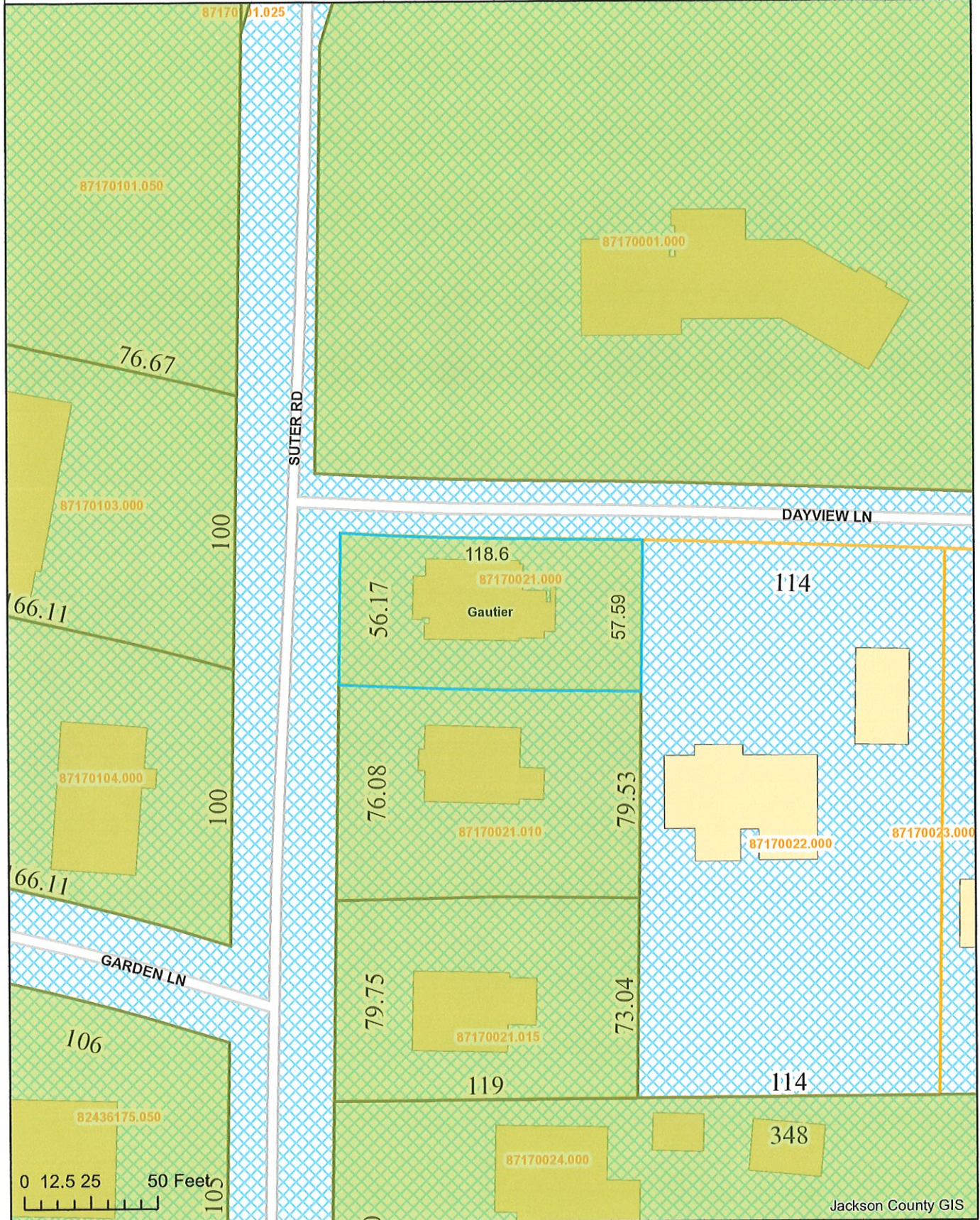
Legal Description

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 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.

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 28th 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 28th day of June, 2021.

Jenna M. Talley
Notary Public

My Commission Expires: Oct. 5, 2024



87170103.000 PHELPS BERT JR & CAROLA (LE)

PIDN: 87170103.000

GISP: 777.36-01-0017.00

Owner Information

Percent of Ownership: PERCENT_OF

Name: PHELPS BERT JR & 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

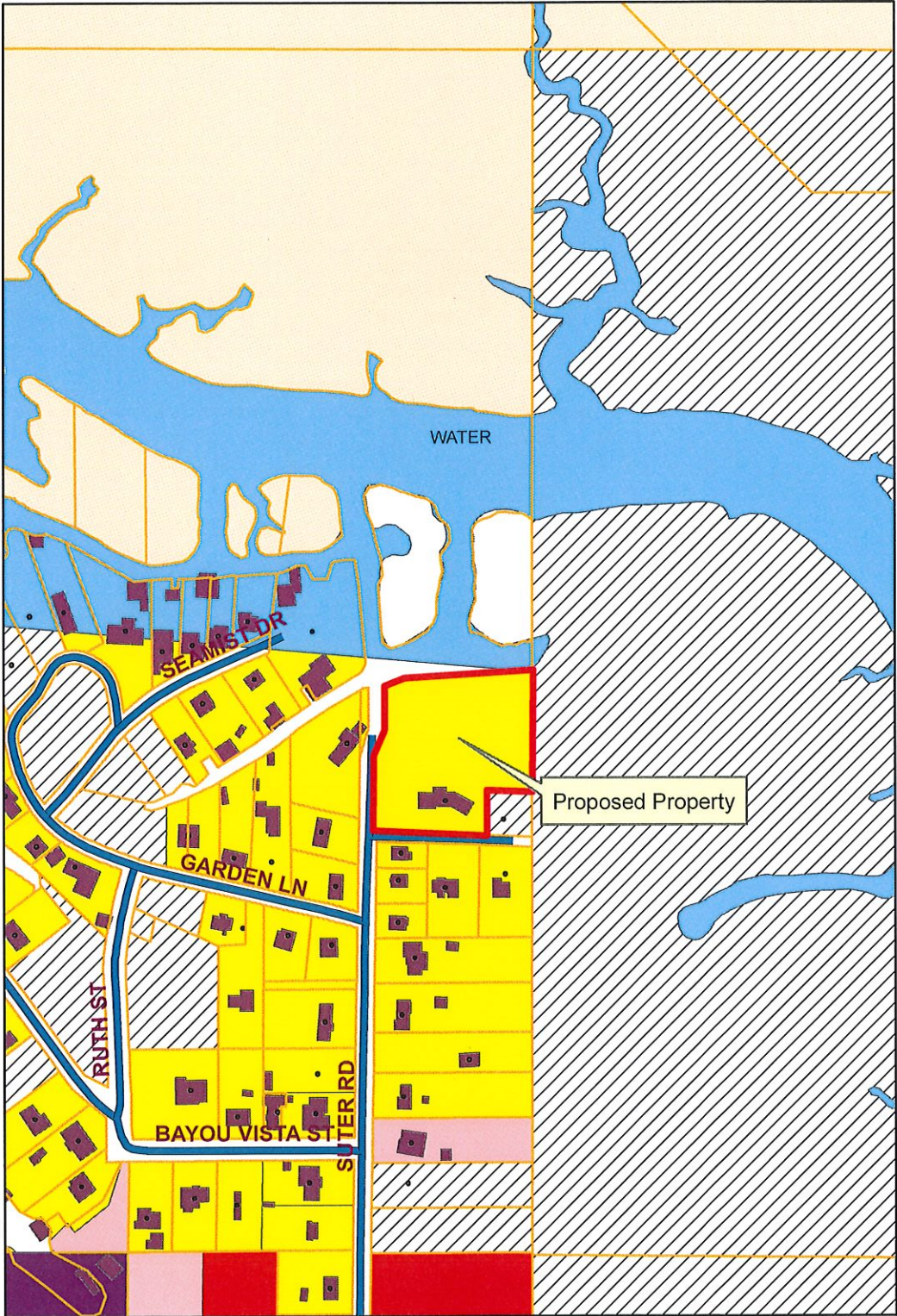


Exhibit D Future Land-Use

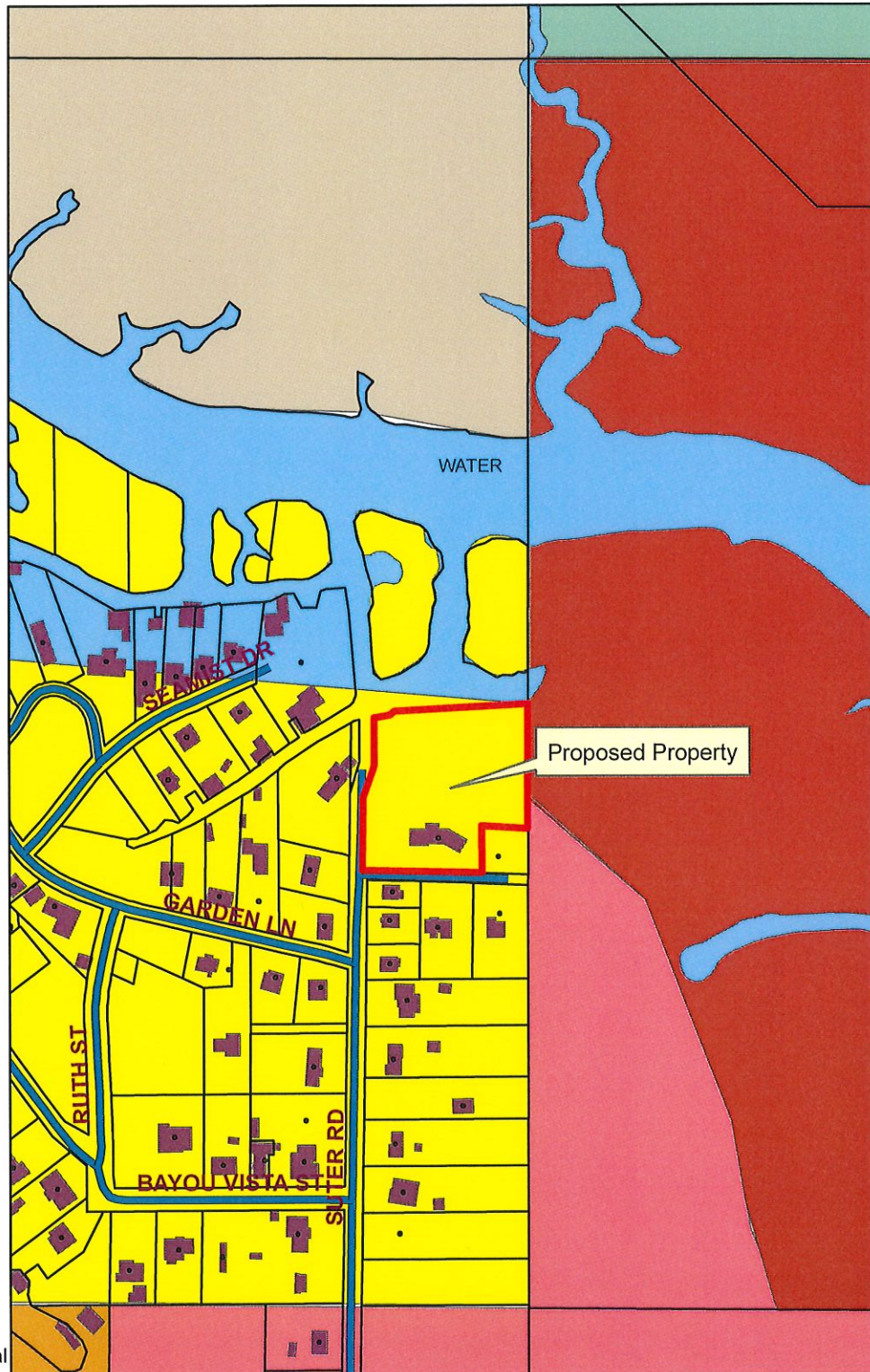
Prepared By:
City of Gautier
Planning Department

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.

Councilman Colledge made the motion to approve the Planning Commission's recommendation 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 at 3632 Suter Road, case number GPC #21-40-VAR. 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
158-2021**

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 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 the Gautier Planning Commission's recommendation to approve this variance.

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

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

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

NAYS:	None
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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 17, 2021.

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

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

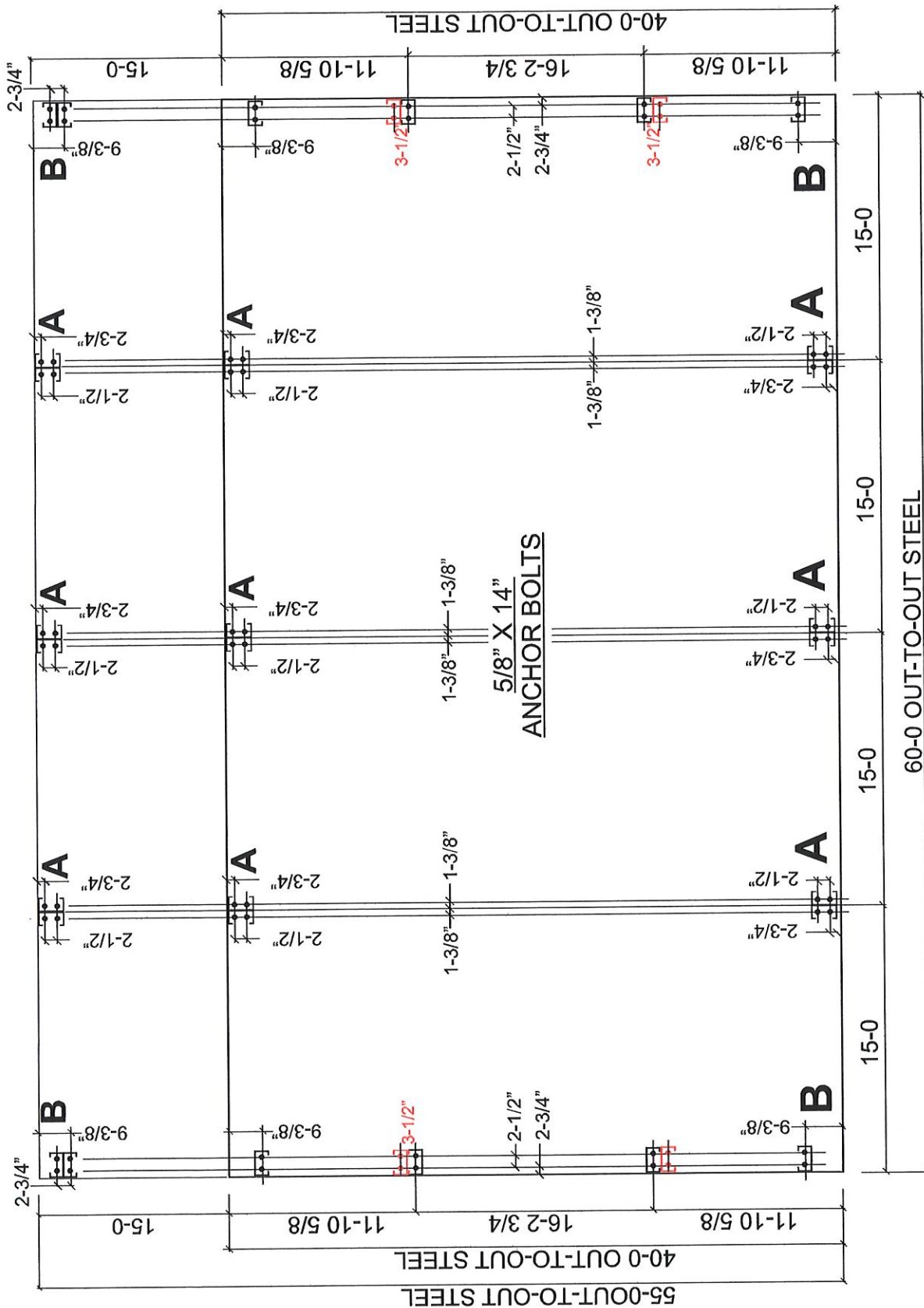
Legal Description

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

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

[illegible]



ANCHOR BOLT

SNOW LOAD: 0					WIND LOAD: 161		EXPOSURE: C		SEISMIC:		BLDG CODE: IBC		Simpson Steel Building Company 1117 Solitude Dr. Van Buren, AR 72956 PHONE: 1-800-255-7624		
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. Gautier, MS 39553				
DATE OF DRAWING: 4-21-21					DRAWN BY: DJW		SCALE: NTS		CUSTOMER PHONE:						

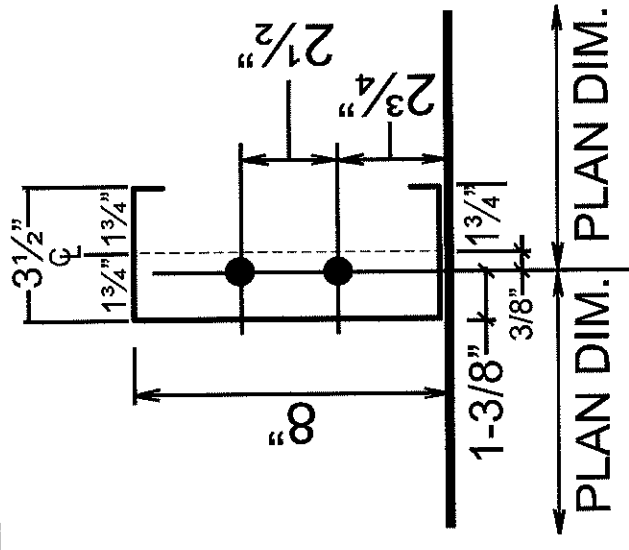
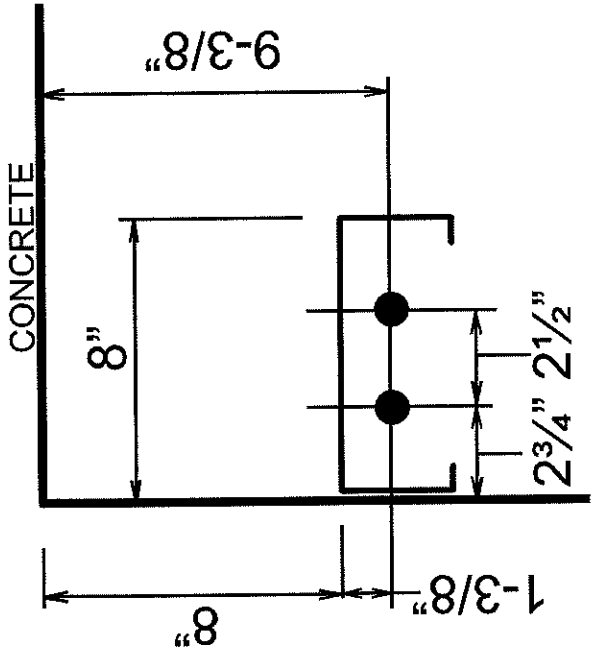
BACK
TRUSS

B

A.B. AT CORNERS

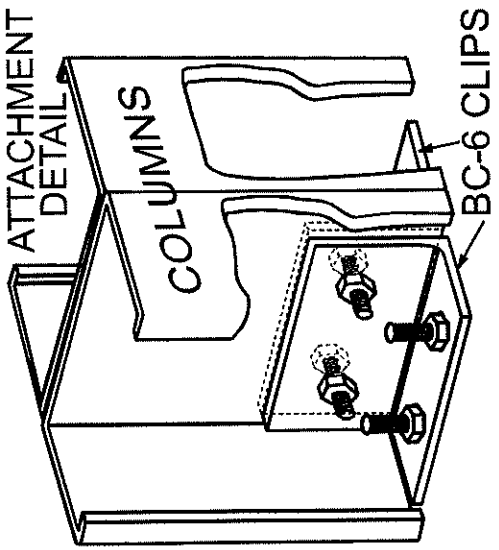
C

A.B. (C3 @ PEAK)

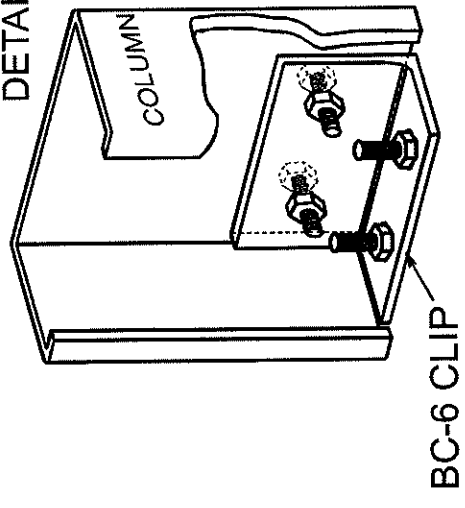


160

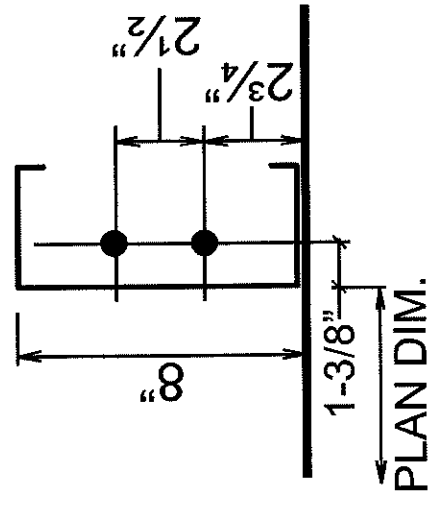
BACK TO BACK BC6 CLIP
ATTACHMENT
DETAIL



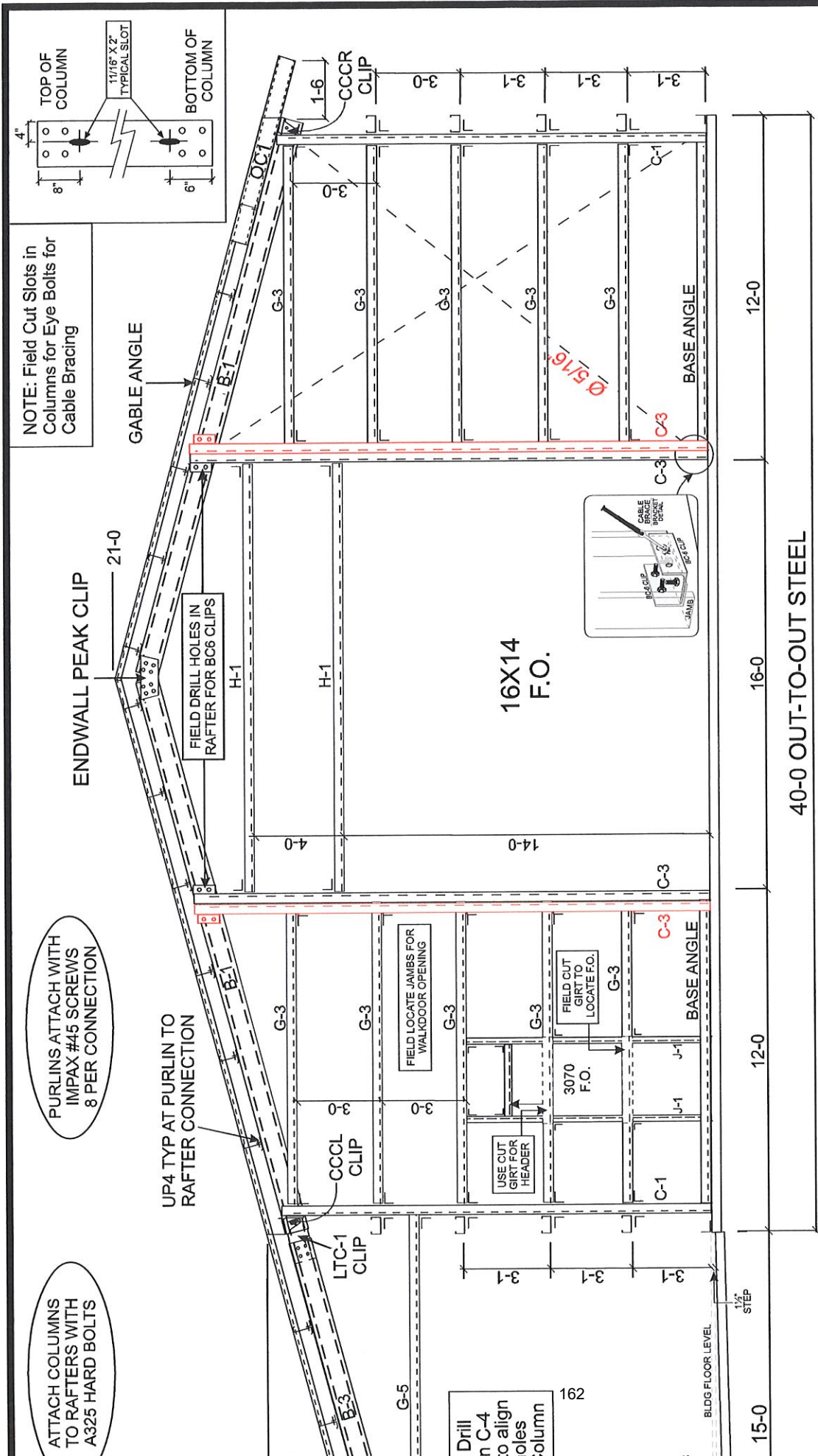
SINGLE COLUMN BC6 CLIP
ATTACHMENT
DETAIL



SINGLE COLUMN

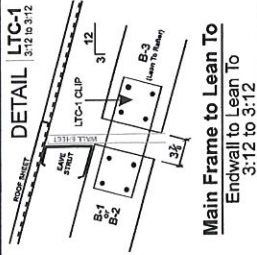


SNOW LOAD: 0	WIND LOAD: 161	EXPOSURE: C	SEISMIC: IBC	BLDG CODE: IBC	Simpson Steel Building Company
DRAWING # 21-1025D	TYPE OF FRAME: TRUSS FRAME	CUSTOMER NAME: Kammy Goff			
BUILDING DIM: 40X60X16	ROOF PITCH: 3:12	PAGE: 2 OF 9	CUSTOMER ADDRESS: 3632 Suter Rd. Van Buren, AR 72956		
DATE OF DRAWING: 4-21-21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



ENDWALL FRAMING

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. Gautier, MS 39553	
DATE OF DRAWING: 4-21-21	DRAWN BY: DJW	SCALE: NTS	CUSTOMER PHONE:		
Simpson Steel Building Company					
1117 Solitude Dr. 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

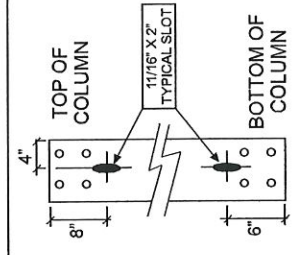
*Field Drill Holes in C-4 column to align with holes in C-6 Column

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

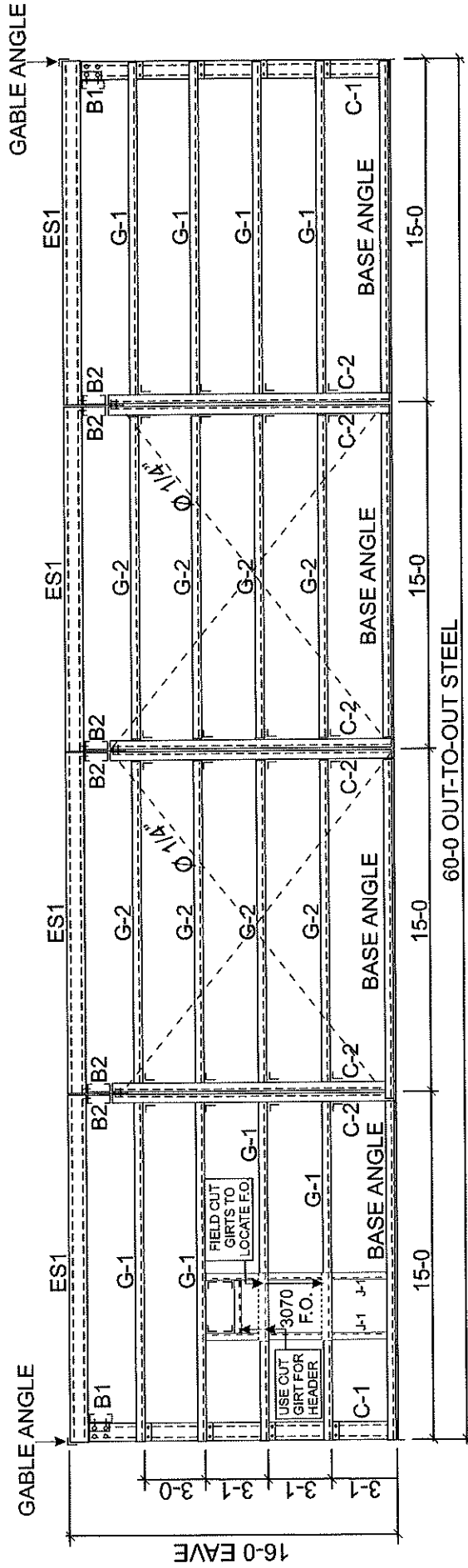
NOTE: Field Cut Slots in Columns for Eye Bolts for Cable Bracing



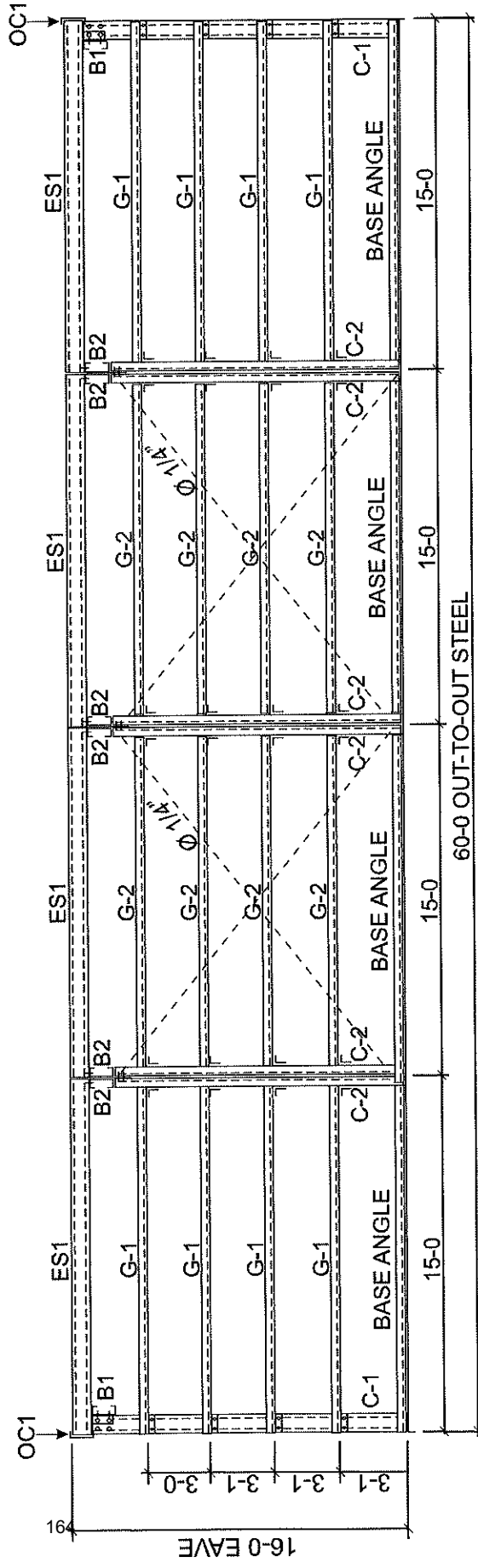
ENDWALL FRAMING

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. Gautier, MS 39553		
DATE OF DRAWING: 4-21-21		DRAWN BY: DJW	SCALE: NTS		CUSTOMER PHONE:		
							1117 Solitude Dr. Van Buren, AR 72956
							PHONE: 1-800-255-7624



SIDEWALL 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: 6		OF: 9		3632 Suter Rd. CUSTOMER ADDRESS: Gautier, MS 39553	
DATE OF DRAWING: 4-21-21				DRAWN BY: DJW		SCALE: NTS		CUSTOMER 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

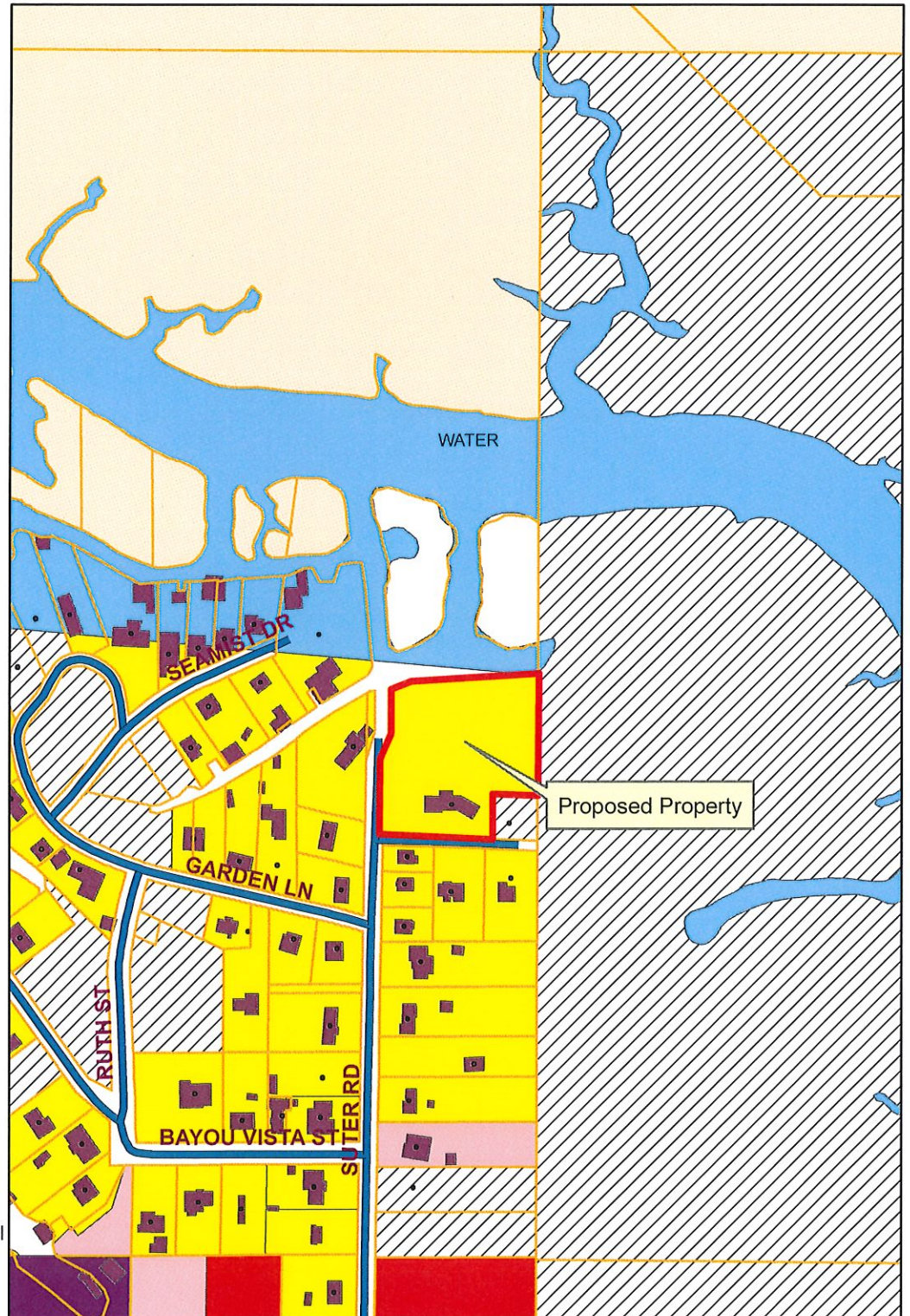


Exhibit D

Future Land-Use

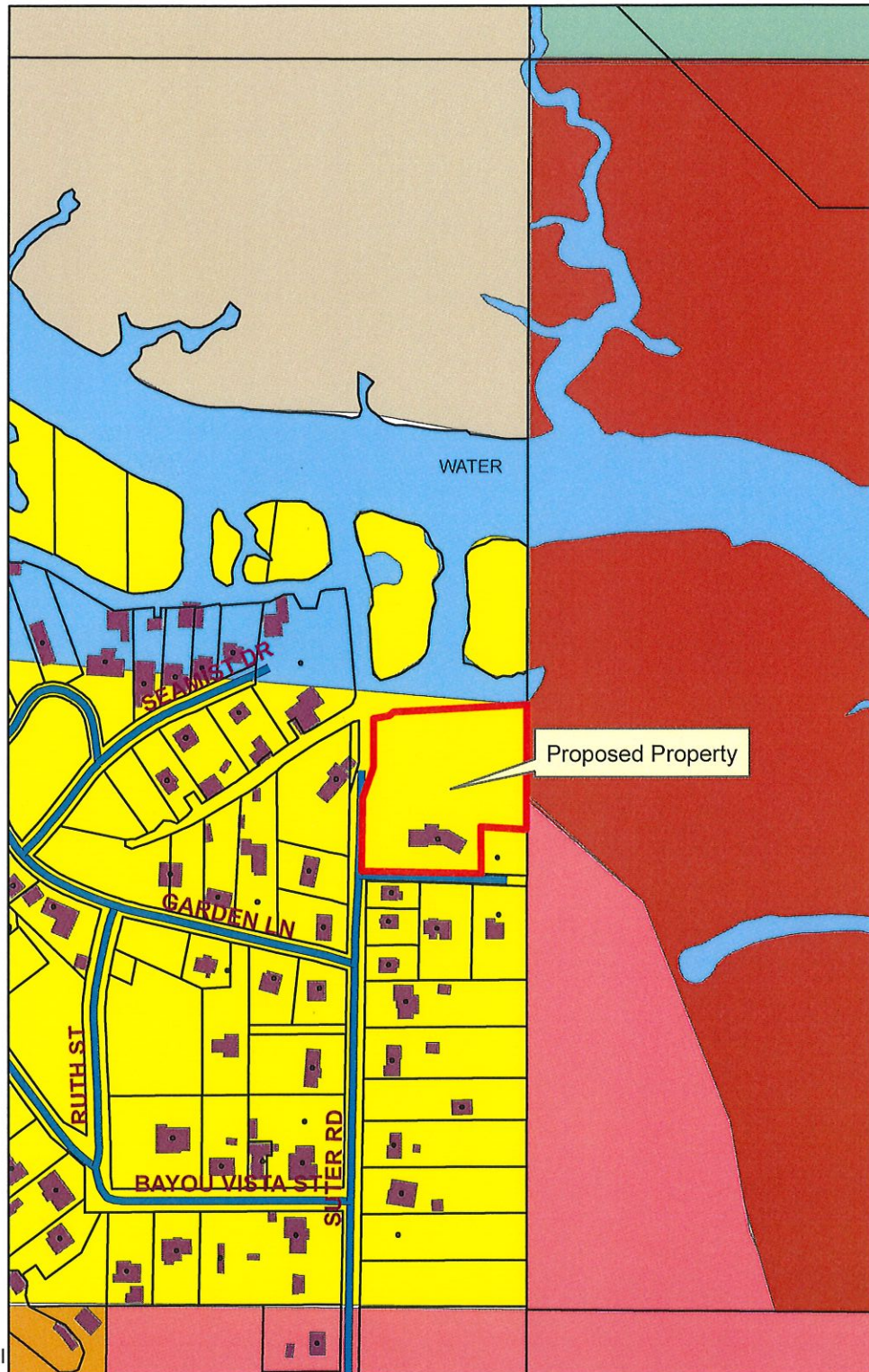
Prepared By:
City of Gautier
Planning Department

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:

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

Motion passed.

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 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 159-2021

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 Anderson**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of August 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
	Account Number 001-161-630	Description SOUTH FIRE STN: 6/24-7/27/21		Invoice # 11000999-0	Date 08/03/2021	P.O.	Amount	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
	Account Number 001-170-559	Description SEAL, DRILL PUMP		Invoice # 1978213495	Date 06/30/2021	P.O.	Amount	14.67
	Account Number 001-090-638	Description SWAY BAR(2), WPR BLADE(2)		Invoice # 1978213560	Date 06/30/2021	P.O.	Amount	56.66
	Account Number 001-161-638	Description DOOR LOCK/ROD CLIPS (2): E1		Invoice # 1978214300	Date 07/07/2021	P.O.	Amount	8.39
	Account Number 001-161-638	Description SPRK PLGS (8), PLG WIRES: R39		Invoice # 1978215008	Date 07/13/2021	P.O.	Amount	123.75
	Account Number 001-161-638	Description 12OZ GAS ANTIFREEZE (2): R39		Invoice # 1978215220	Date 07/15/2021	P.O.	Amount	3.98
	Account Number 001-161-638	Description 1GAL ANTIFREEZE (6): FIRE ENGS		Invoice # 1978215281	Date 07/15/2021	P.O.	Amount	65.94
	Account Number 001-161-559	Description GAL CAR WASH (3): FIRE ENGS		Invoice # 1978215455	Date 07/16/2021	P.O.	Amount	14.97
	Account Number 001-170-559	Description 3PC TOOL DRILL SET		Invoice # 1978215697	Date 07/19/2021	P.O.	Amount	21.99
	Account Number 001-170-639	Description SPARK PLUG: POLARIS UTV		Invoice # 1978215956	Date 07/21/2021	P.O.	Amount	3.49
	Account Number 001-100-570	Description WATER PUMP, THERMOSTAT: U #81		Invoice # 1978216002	Date 07/21/2021	P.O.	Amount	101.39
	Account Number 001-100-570	Description 1GAL ANTIFREEZE (2): U #81		Invoice # 1978216002	Date 07/21/2021	P.O.	Amount	31.98
	Account Number 001-100-570	Description FUEL PUMP ASSEMBLY : U #65		Invoice # 1978216122	Date 07/22/2021	P.O.	Amount	161.54
	Account Number 001-100-570	Description BELT: U #81, FUEL PUMP: U #65		Invoice # 1978216479	Date 07/26/2021	P.O.	Amount	194.77
	Account Number 001-100-570	Description STOPLIGHT SWITCH: U #65		Invoice # 1978216536	Date 07/26/2021	P.O.	Amount	30.27
	Account Number 001-170-638	Description BLWR MTR,BLWR RESISTOR:04 GMC		Invoice # 1978216588	Date 07/27/2021	P.O.	Amount	111.71
	Account Number 001-170-638	Description BLWR RESISTOR: 04 GMC		Invoice # 1978216592	Date 07/27/2021	P.O.	Amount	36.18
	Account Number 001-170-638	Description CDT RTN: BLWR RESISTOR:04 GMC		Invoice # 1978216592	Date 07/27/2021	P.O.	Amount	-23.86
	Account Number 001-100-570	Description 12OZ GAS ANTIFREEZE (4):U #11		Invoice # 1978216758	Date 07/28/2021	P.O.	Amount	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

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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

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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	

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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

Councilman Colledge requested to pull Consent Agenda Item 9 for further discussion.

Councilman Colledge made the motion to approve Consent Agenda Items 1-8, 10 and 11 as presented. 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 160-2021

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-8, 10 and 11 are hereby approved.

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

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 161-2021

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 17, 2021, and the Recessed Budget Meeting held August 19, 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 **Councilman Colledge**, seconded by **Councilman Anderson**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

**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 26th 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**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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- 3. Authorization to enter into a Professional Services Agreement with Seymour Engineering for the Gautier Vancleave Sewer Improvements Project**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Appointment of Gautier Senior Steer Committee Members

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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**4. Consideration for an abatement at 2506 Ridgeway Drive, Gautier, MS
Michael Stringfield)**

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

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

- 1. Approval of Minutes from Recessed Council Meeting held July 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

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

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.

Announcements

1. Gautier Market Day will include Tasty Thursday and Farmer's Market on August 26th 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 3rd, 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**

MAYOR

ATTEST:

CITY CLERK

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

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.

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.

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 31st 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

For MDMR:

Mississippi Department of Marine Resources
Attention: Joe Spraggins, Executive Director
1141 Bayview Ave.
Biloxi, Mississippi 39530
Email: 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: _____



Civil Engineers & Professional Land Surveyors

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 Robertsedale 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 Robertsedale 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.

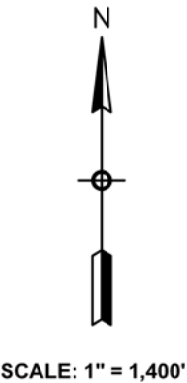
Cost Sharing

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
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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
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4	RPR Services (9-months)			\$ 176,000.00
SUBTOTAL PART "B"				\$ 438,065.00

TOTAL ESTIMATED PROJECT COST				\$ 2,668,265.00
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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	 <i>Signature</i> Joe S. Aggins (May 13, 2021 13:57 CDT)	Executive Director	5/3/2021 <i>Date</i>
MDA Committee Representative	 <i>Signature</i> Jamie M. Miller (May 7, 2021 10:20 CDT)	Chief Operations Officer	05/07/2021 <i>Date</i>
MDEQ Committee Representative	 <i>Signature</i> Chris Wells (May 18, 2021 17:28 CDT)	Executive Director	05/08/21 <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**

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.

**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

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.

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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

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.

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**

MAYOR

ATTEST:

CITY CLERK

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

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. Johnson, WY
Wendy L. Johnson, Collidge
Wendy L. Johnson, Collidge
Wendy L. Johnson, Collidge

City of Gautier
Gautier, Mississippi



City Manager
Paula Young

City Clerk
Jenna L. Montgomery

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

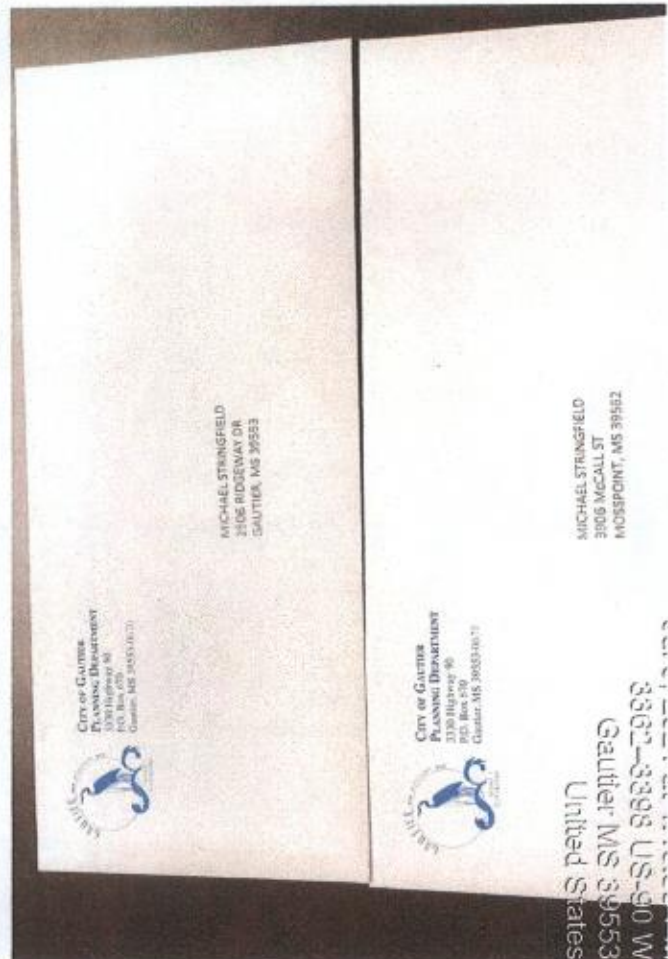
PUBLIC NOTICE

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.

"Nature's Playground"



85106016.000 STRINGFIELD MICHAEL JR

PIDN: 85106016.000

GISP: 871.02-01-0311.00

Owner Information

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

Section: 02 Acreage: .00

Township: 8S

Range: 7W

Street Name RIDGEWAY
DR

Value and Tax Information

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

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
Website: 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 Gautier, MS 39553	Main	Zone: R-1 (Residential - Single Family)
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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. 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 228-249-8894 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. 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

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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 #	Release Date	Claim Date	Claim Number	Check Number	Claim 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 Account Number 304-510-763	212963	08/03/2021	07/28/2021			14,650.00	
	Description TO #5: CONS ADM/RES PROJ REP			Invoice # 8183	Date 07/27/2021	P.O.	Amount 14,650.00	
304	JE TALLEY CONSTRUCTION INC Account Number 304-510-778	213006	08/03/2021	07/29/2021			93,814.20	
	Description PH 1 SITEWORK			Invoice # 4	Date 07/28/2021	P.O.	Amount 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

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: SOUTHAVERN 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
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**

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.

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**

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.

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**

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.

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

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.

August 2021 UTILITY ADJUSTMENTS							
THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
ACCT #	100 WATER	400 SEWER	195 L/C	130 CAPACITY	800 TAX	ADJ	REASON FOR 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**

MAYOR

ATTEST:

CITY CLERK

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

		City of Gautier		
		Business Registry		
		Jun-21		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
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
		TOTAL	\$1,893.60	
		New Business	9	
		Transient Vendor	0	
		Closed Business	4	

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.

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.

**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

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.

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.

No action was taken during executive session.

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.

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.

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

RESOLUTION NUMBER 123-2021

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

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

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

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

ORDER NUMBER 162-2021

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

		City of Gautier		
		Business Registry		
		Jul-21		
ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
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
		TOTAL	\$1,243.90	
		New Business	6	
		Transient Vendor	0	
		Closed Business	3	

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

ORDER NUMBER 163-2021

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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 15th and March 15th 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]

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
4th ANNUAL PADDLE FOR PAWS POKER FLOAT
TO BE HELD ON SEPTEMBER 18, 2021**

RESOLUTION NUMBER 124-2021

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 4th 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 **Councilman Colledge**, seconded by **Councilman Anderson** and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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



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 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 (About Us/2020 Accomplishments) to learn more about Friends and see some of the amazing work our fosters do.

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 or friendsofjcas@gmail.com

Event Schedule
All @ Lighthouse Park



4th 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+ Life Saver	\$500+ Pack Leader	\$250+ Litter Lovin'	\$100+ 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) (Includes T-Shirts)	For 4 Paddlers	For 2 Paddlers	For 1 Paddler	
Press Release(s)*	As a "Life Saver"	Name		
Other	 Want to Donate a "Ruff"le Prize? Recognition for Raffle Prize Donations will be based on value of donation. Email us to Coordinate Pick Up			
	Acknowledged on our FJCASP Facebook Page as a "Life Saver" for a specific dog or cat's medical treatment			

* 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? ☐ Yes ☐ No		
Level of Sponsorship: _____ Life Saver – \$1000+ _____ Pack Leader – \$500+ _____ Litter lovin' – \$250+ _____ Paw Pal – \$100+ _____ "Ruff"le Donor – \$25+ value	 Your Sponsored Paddler(s) can register at www.fjcasp.com and notate your company name as sponsor.	Mini-Ad Requirements: • <15 seconds • Sent via Facebook messenger • Mention Friends and/or Paddle for Paws Poker Float

Mail Checks & Form to: FJCASP (using address above) **OR Pay Via PayPal** (fjcasp@gmail.com) **or Venmo** (fjcasp)
Email Logos, Questions, Sponsored Paddler Names, and Raffle Pick-Up Requests to: 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

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

RESOLUTION NUMBER 125-2021

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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: Pav 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 L 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 on behalf of [Cora Floyd](#)
To: 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

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

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

ORDER NUMBER 164-2021

WHEREAS, the 25th 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 **Councilman Colledge**, seconded by **Councilman Anderson**, and the following vote was recorded:

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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



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



Handwritten signature



MEMO

CRUISING THE COAST - GOLD SPONSOR



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

ORDER NUMBER 165-2021

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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



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: City State Zip
Type of Organization: CIVIC Profit: Non-Profit Federal ID# 64-8827574
(Religious, Civic, Social, Etc.)

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:

☐ Security	☐ Clean up During Event	☐ Staging
☐ Traffic Direction	☐ Clean up After Event	☐ Fencing
☐ Barricades	☐ Trash Receptacles/Bag	☒ Other
☐ 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: _____

Date: 6/24/21

FOR OFFICE USE ONLY

Date Rec'd: June 25, 2021 Received By: [Signature]

Event has been: _____

Approved: _____

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.

Councilman Anderson made the motion to purchase two Harley Davidson Electra Glide Motorcycles from the City of Moss Point for \$8,000 each. 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 166-2021

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

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

NAYS: **None**

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 17, 2021.

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

ORDER NUMBER 167-2021

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

August 2021 #2 UTILITY ADJUSTMENTS							
THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
ACCT #	100 WATER	400 SEWER	195 L/C	130 CAPACITY	800 TAX	ADJ	REASON FOR 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							

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

ORDER NUMBER 168-2021

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

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

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

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

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. 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

If to SUB-RECIPIENT:

Attention: Paula Yancey

Address: 3330 Highway 90

Gautier, MS 39553

Phone: 228.497.8000

E-mail: 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 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 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: Maximum Draw Limit of \$471,295.00 per SAC #1

AWARD ATTACHMENTS

Mississippi Department of Environmental Quality

1 RDCGR470064-01-00

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, 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. 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. 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.

Current Projects Selected for Development	Project Description	Anticipated Implementation Activities	Preliminary Cost Estimate
Harrison County Utility Authority – Long Beach 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.	• Engineering and Design • Permitting • Construction	\$3,000,000
City of Gautier – Sewer 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.	• Engineering and Design • Permitting • Construction	\$2,300,000
Current Estimated Total Subawards			\$5,300,000

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

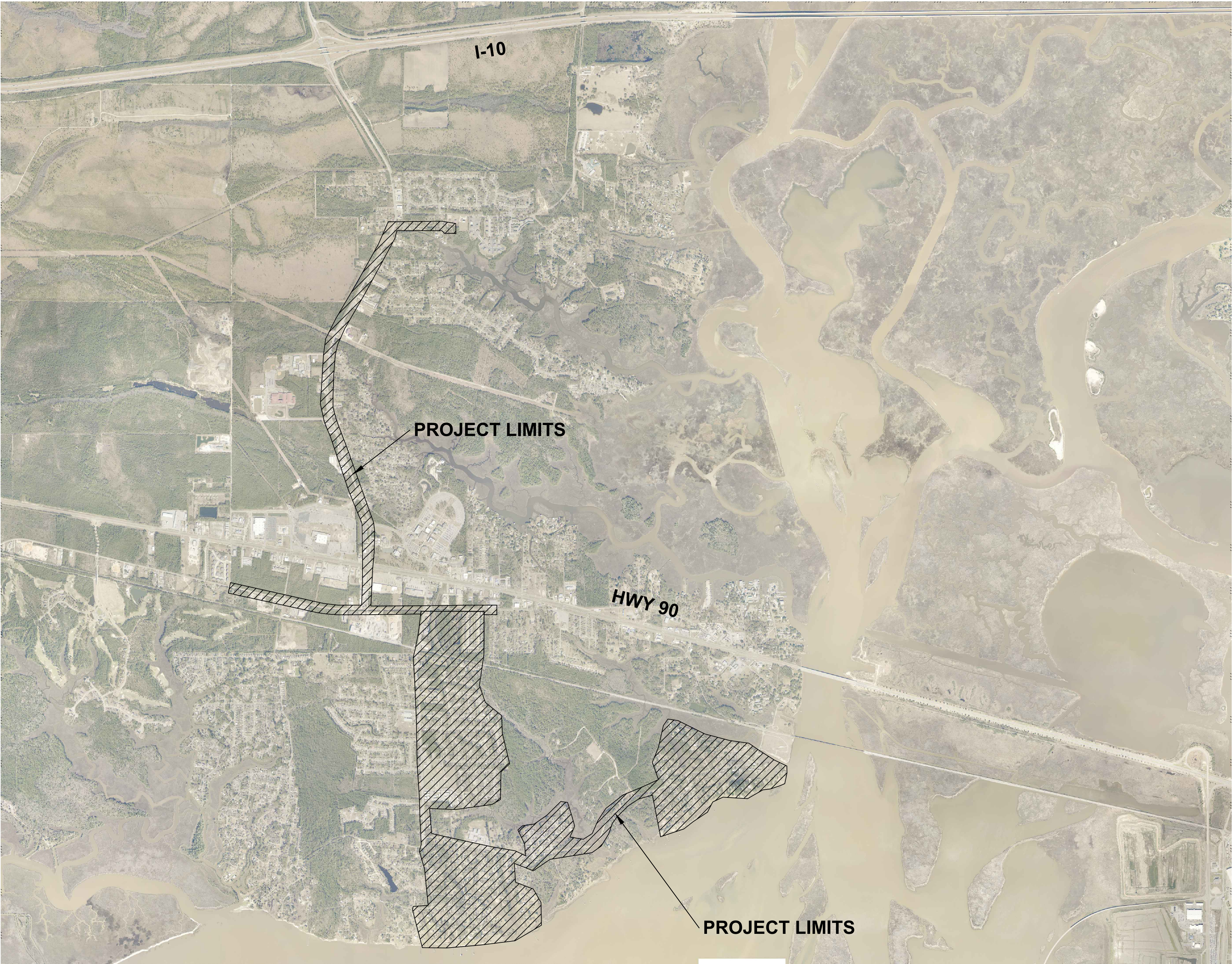
Sub-recipient activities under this project will include engineering and design, permitting and construction. Contractual services will be procured by the sub-recipient consistent with applicable procurement standards. Budget estimates were provided by the sub-recipient and are based on

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.

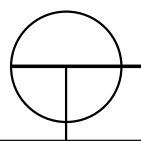
Cost Classification	Other Funding	RESTORE (Sub-Award)	Total Costs
Administrative and Legal Expenses	\$ -	-	-
Land, Structure, Rights-of-Way, Appraisals, Etc.	-	-	-
Relocation Expenses and Payments	-	-	-
Architectural and Engineering Fees	-	192,100.00	192,100.00
Other Architectural and Engineering Fees	-	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	-	-	-
TOTAL SUB-RECIPIENT AWARD	\$ 0.00	\$ 2,307,450.00	\$ 2,307,450.00

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- Milestone Number	-B- Milestone Description Provide a brief description of the significant steps that comprise the scope of work	-C- Estimated Completion Timeframe of Milestone (Format: award + # of months)	-D- Is milestone contingent upon completion of another milestone (Y/N)? If yes, which milestone is it contigent upon (# from Column A)?	-E- What percentage of the Scope of Work is estimated to be completed with this milestone?	-G- Actual Completion Date of Milestone (Format: Month-Year)	-H- 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 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/ Discipline #	Measure #	Measure	Baseline	Target	Target Date (month/ year)	Progress toward target (reporting period)	Progress toward target (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	0%	20%	completion of construction + 12 months	0	0	Activities toward this measure have not yet begun.
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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.

Councilman Colledge made a motion to enter closed session to determine whether executive session is appropriate. Councilman Elbin seconded the motion. The motion carried unanimously.

Councilman Colledge made a motion to enter into executive session to discuss potential litigation regarding Singing River Mall and acquisition of the Singing River Mall site. Councilman Jackson seconded the motion. The motion carried unanimously.

The reasons for entering the executive session were announced to the public by the City Attorney.

Councilman Colledge made a motion to approve an extension of a contract for sale of the Singing River Mall site. Councilman Anderson seconded the motion. The motion carried unanimously.

EXTENSION OF CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE

On or about October 8, 2020, the City of Gautier (hereinafter, “the City”) and Singing River, LLC (hereinafter, “Owner”) entered into a Contract for the Sale and Purchase of Real Estate relating to the purchase of real property designated therein as “the Property”. A copy of the Contract for the Sale and Purchase of Real Estate (hereinafter, “the Contract”) is attached hereto as “Exhibit A”, and is incorporated herein as if fully reproduced, word for word.

Pursuant to the most recent extension of the Contract, the closing date for this transaction is on or before August 18, 2021. Based on the pending resolution of certain use restrictions and limitations on the Property, the parties understand and agree that an extension of the Contract will be necessary. Therefore, the City and Owner hereby extend the closing date in the Contract until September 22, 2021. All other terms and provisions of the Contract are hereby incorporated, and shall remain in effect throughout the new duration.

The consideration for this extension shall be the continued obligations of the City and Owner under the original Contract for the additional period.

No other terms of the original Contract are hereby modified or amended.

WITNESS OUR SIGNATURES this _____ day of August, 2021.

Singing River, LLC

City of Gautier, Mississippi

By: Al Brumfield, as Executor
of the Estate of Lee Brumfield,
Member and Authorized
Representative of Singing River, LLC

By: Paula Yancey,
City Manager

By: Shane Morrison
Member and Authorized
Representative of Singing River, LLC

STATE OF _____

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Paula Yancey, who acknowledged to me that he, as a duly authorized agent of the City of Gautier, has the authority to bind said entity as City Manager, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of the City of Gautier, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2021.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Al Brumfield, who acknowledged to me that he, as Executor of the Estate of Lee Brumfield, a duly authorized agent of Singing River, LLC, has the authority to bind said entity as owner of the above-described property, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of Singing River, LLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2021.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Shane Morrison, who acknowledged to me that he, as a duly authorized agent of Singing River, LLC, has the authority to bind said entity as owner of the above-described property, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of Singing River, LLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2021.

NOTARY PUBLIC

My Commission Expires: _____

Councilman Colledge made a motion to approve an escrow agreement between Singing River, LLC and the City of Gautier in relation to the Singing River Mall site. Councilman Anderson seconded the motion. The motion carried unanimously.

STATE OF MISSISSIPPI
COUNTY OF JACKSON

ESCROW TRUST AGREEMENT

This Escrow Trust Agreement (hereinafter “Agreement”) is executed and entered into by and between Singing River, LLC (hereinafter “Singing River”), the City of Gautier, Mississippi, a Municipal Corporation (hereinafter “City”), and Pittman Howdeshell, PLLC (hereinafter “Escrow Agent”). The parties recognize the mutual benefits accruing and to accrue between the parties as a result of this Agreement, and agree that said mutual benefits are consideration for this Agreement, the sufficiency and adequacy of which are hereby acknowledged.

1. Recitals.

Singing River and the City have entered into an agreement whereby the City will purchase the property owned by Singing River, formerly known as the Singing River Mall Site (hereinafter “the property”). Belk Stores of Mississippi, LLC (hereinafter “Belk”), claims an interest in the property by virtue of that certain Operating Agreement executed by McRae’s, Inc., H.J. Wilson Company, Inc. and Singing River Mall Company dated July 3, 1978, as amended by the First Amendment to the Operating Agreement dated June 20, 1980 (hereinafter “Operating Agreement”). The Operating Agreement purportedly grants Belk certain rights in the property. Belk has refused reasonable offers to convey its purported interests in the property to the City. The City has placed Belk on notice that it intends to condemn Belk’s interest in the property if same cannot be acquired by negotiation. In anticipating of condemnation proceedings, the City has retained a licensed real estate appraiser to appraise Belk’s interests in the property. The appraiser has determined that the fair market value of Belk’s interests in the property are in the amount of \$321,500.00. Of this amount, \$55,000.00 was allocated to the purported property rights of Belk, and \$266,500.00 was allocated to the cost-to-cure for the construction of a new entrance

to the Belk store pursuant to a Demolition Agreement between Singing River and Belk dated the 28th day of February, 2014. Singing River has agreed to place in escrow the amount of \$500,000.00 (hereinafter “escrow funds”) out of the sale proceeds in order to cover the fair market value amount, plus any increases that might arise due to a change in construction costs, materials, labor, and similar items.

2. Terms.

A. Escrow Funds.

At closing, the closing attorney is instructed to forward a check made payable in the amount of \$500,000.00 to Pittman Howdeshell, PLLC, as Escrow Agent. The Escrow Agent will deposit the funds in escrow in accordance with the terms set forth herein. The City shall bear all costs incurred in connection with this escrow, including, without limitation, all administration and investment fees for the holding and investment of the escrow funds. Singing River and the City may, from time to time, request written verification of the amount in this escrow from the Escrow Agent. The Escrow Agent will provide said verification within ten (10) days of said request. The escrow account may also be audited during the term of this Agreement at the discretion of the City.

B. Condition to Release of Escrow Funds.

The Escrow Agent is directed to retain the escrow funds until such time as it receives written instructions from the City of Gautier, Mississippi, and Singing River consistent with the following. The parties agree that the funds shall be used to pay Belk for their purported interest in the property and cost-to-cure either by voluntary conveyance, or by judgment of the Special Court of Eminent Domain, including any interest awarded therein. Any balance of the funds remaining in escrow after payment to Belk shall be remitted to Singing River. At that time, this Agreement

shall terminate, and the Escrow Agent shall be relieved from any and all further obligation hereunder.

C. Investment of Escrowed Funds.

The Escrow Agent is directed to invest the escrow funds in an interest bearing and insured account or accounts at an FDIC insured financial institution. The interest earned or yield realized on such account shall constitute a portion of the escrow funds to be disbursed as provided herein.

D. Interpleader.

If any dispute or disagreement arises between the City of Gautier and Singing River concerning the meaning or interpretation of any provision of this Agreement, or concerning the administration of this Agreement or the disbursement of escrow funds, Escrow Agent may refuse to take further action under this Agreement, and may, in the Agent's sole discretion, file an interpleader action in the Chancery Court of Jackson County, Mississippi, and deposit the escrow funds with the Clerk of said Court, or as said Court may otherwise direct by order.

E. Exclusivity.

This Agreement is made exclusively for the benefit of, and solely for, the protection of the City and Singing River, and no other person, persons or party except for the City and Singing River shall have the right to enforce the provisions of this Agreement by action or legal proceedings or otherwise, or to rely on any representations, certifications, determinations, or covenants made hereunder.

F. Communications.

Communications with regard to this Escrow Agreement shall be made to the following:
On behalf of the City: Joshua W. Danos, Esq., Bordis & Danos, PLLC, 1215 Government Street, Ocean Springs, Mississippi 39564, telephone number (228) 215-1367, facsimile number (228)

215-1358, jdanos@bordisdanos.com. On behalf of Singing River: Robert T. Schwartz, Esq., Schwartz, Orgler & Jordan, PLLC, 2355-B Pass Road, Biloxi, Mississippi 39531, telephone number (228) 388-7441, facsimile number (228) 388-7442, robert@sojlaw.net. On behalf of Escrow Agent: Christopher M. Howdeshell, Esq., Pittman Howdeshell, PLLC, Post Office Drawer 17138, Hattiesburg, Mississippi 39404-7138; telephone number (601) 264-3314, facsimile number (601) 261-3411, chris@pittmanlawfirm.net

G. General Provisions.

This Agreement shall be governed by Mississippi law, and may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute the same document. The signatories this Agreement represent that they have authority to sign for, and bind, their respective entities.

SO AGREED, this the _____ day of _____, A.D., 2021.

Singing River, LLC

City of Gautier, Mississippi

By: Al Brumfield, as Executor
of the Estate of Lee Brumfield,
Member and Authorized
Representative of Singing River, LLC

By: Paula Yancey,
City Manager

Pittman Howdeshell, PLLC

By: Shane Morrison
Member and Authorized
Representative of Singing River, LLC

By: Chris Howdeshell
Member

STATE OF _____
COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Paula Yancey, who acknowledged to me that he, as a duly authorized agent of the City of Gautier, has the authority to bind said entity as City Manager, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of the City of Gautier, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2021.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____
COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Al Brumfield, who acknowledged to me that he, as Executor of the Estate of Lee Brumfield, a duly authorized agent of Singing River, LLC, has the authority to bind said entity as owner of the above-described property, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of Singing River, LLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2021.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____
COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Shane Morrison, who acknowledged to me that he, as a duly authorized agent of Singing River, LLC, has the authority to bind said entity as owner of the above-described property, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of Singing River, LLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2021.

NOTARY PUBLIC
My Commission Expires:

STATE OF _____
COUNTY OF _____

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named Chris Howdeshell, who acknowledged to me that he, as Member and a duly authorized agent of Pittman Howdeshell, PLLC, has the authority to bind said entity as Member of Pittman Howdeshell, PLLC, and in such capacity signed, sealed, delivered, and executed the above and foregoing instrument on the date therein as the act and deed of Pittman Howdeshell, PLLC, after first having been duly authorized by said entity, so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the ____ day of _____, A.D., 2021.

NOTARY PUBLIC
My Commission Expires:

Councilman Colledge made a motion to adopt and approve the appraisal of the Singing River Mall site, and to authorize Chris Howdeshell to make a fair market value offer for Belk's interest in the Singing River Mall site. Councilman Anderson seconded the motion. The motion carried unanimously.

APPRAISAL REPORT of Land

Parcel Number(s)	82435270.107, 82435270.109, 82435270.101, 82435270.100
Owner	Singing River, LLC
Vacant / Occupied / Leased	Vacant
County	Jackson County
Project Number	Gautier Town Center
FAP Number	N/A
Project Description	Gautier Town Center
Effective Date of the Appraisal	June 8, 2021
Report Date	July 28, 2021
Report Requested for	Original Appraisal for Court

Prepared For



City of Gautier
3330 Highway 90, Gautier, MS 39553

Care Of
Chris Howdeshell
Post Office Drawer 17138 Hattiesburg, MS 39404

This Appraisal and Appraisal Report Was Prepared By

Jason Garner, MAI
Real Estate Appraiser #GA-773
Global Valuation Services, Inc.
P.O. Box 1909
Biloxi, MS 39530

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Appraisal Report

Agency ID	<u>Former Singing River Mall</u>	Project No. (new)	<u>Gautier Town Center</u>
FAP No.	<u>N/A</u>	Project No. (old)	<u>N/A</u>
County	<u>Jackson County</u>		
Owner(s):	<u>Singing River, LLC</u>	Address:	<u>16851 Jefferson Highway, Suite 9A</u>
Phone:	<u>(225) 275-7577</u>		<u>Baton Rouge, LA 70817</u>
Occupant(s):	<u>Vacant</u>	Address:	<u>N/A</u>
Phone:	<u>N/A</u>		

Estate Appraised:	☒ Fee	Area of Whole Tract	<u>2,298,922 square feet (52.776 acres)</u>
	☐ Easement	Area of Remaining Tract	<u>N/A</u>
	☐ Other	Area to be Acquired	<u>2,298,922 square feet (52.776 acres)</u>
		Area of Temporary Easement	<u>N/A</u>

Within the scope of the assignment and consistent with USPAP Standard Rules 1 and 2-2, the following analyses, opinions and conclusions have been developed and are reported in this Appraisal Report. Within the Scope of Work which is described in more detail later in this report, it may be necessary to invoke the Jurisdictional Exception Rule of the USPAP in certain instances so as to maintain conformity with the Uniform Appraisal Standards for Federal Land Acquisitions, and compliance with certain laws of the State of Mississippi, and certain Federal Regulations promulgated pursuant to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.

Property Owner Contact Record

Subject Property Inspection Dates: June 8, 2021

On June 8, 2021, Jason Garner emailed a copy of the Citizens Guide to Acquisition to Mr. Melton Redding with Singing River, LLC and subsequently conversed with him via telephone regarding the details of the project. *(If opportunity was not offered, explain in comments)*

Contact Comments	
The property contact, Mr. Melton Redding, was offered and declined to accompany the appraiser on the site visit.	
Is the Property being Leased or Rented? Yes ☒ No	
Lessor:	<u>N/A</u>
Lessee:	<u>N/A</u>
Terms of Lease:	<u>N/A</u>

Appraiser:		Date:	<u>July 28, 2021</u>
(signature)			
(print name)	<u>Jason Garner, MAI</u>		
(license type)	<u>MS Cert Gen Real Estate Appraiser # GA-773</u>		

Summary of Facts and Findings

Project No. Gautier Town Center	Parcel No. Former Singing River Mall
Property Owner: Singing River, LLC Address: 2800 Highway 90, Gautier, MS 39553	
Identification of the Property Appraised:	<i>Brief description of property identification, such as Section, Township, Range, Lot and Block, Street Address, etc.</i>
2800 Highway 90, Gautier, Jackson County, MS 39553 Section 35, Township 07S, Range 07W	
Estate Appraised:	<i>(Fee, Easement, Other)</i>
Fee Simple	
Size of the Whole Tract (Before):	2,298,922 square feet (52.776 acres)
Size of the Remaining Parcel (After):	N/A
Size of the Area to be Acquired:	2,298,922 square feet (52.776 acres)
Highest and Best Use Before (Whole Tract):	Commercial Development
Highest and Best Use After (Whole Tract):	Commercial Development
Size of the Larger Parcel(s) <i>(If different from the Whole Tract)</i>	N/A
Highest and Best Use of the Larger Parcel(s)	N/A
Unit Value of the Land (Before)	\$2.39 per Square Foot of Land Area
Unit Value of the Land and Improvements (Before)	N/A
Unit Value of the Land (After)	\$2.39 per Square Foot of Land Area
Unit Value of the Land and Improvements (After)	N/A
Improvements:	<i>(Briefly describe the improvements, such as single-family house, shed, barn, etc.)(List any personal property not covered in the appraisal report.)</i>
The subject property is, for all intents and purposes, vacant commercial land. The improvements that comprised this former mall property were mostly demolished several years ago with only a small metal roof and its supports along the north side of the adjoining Belk property. Additionally, there are substantial site improvements across the entirety of the subject property, including large paved parking lots, internal roads, signage, and parking lights. While some of the site improvements could be utilized in a redevelopment project, they have become highly depreciated over the years and have a negligible contributory value that would likely not be recognized by the market. Additionally, there is an agreement between the subject property and the adjoining Belk property regarding an operations agreement with the subject, which is identified as a "Q Interest" in this report, and has been given a value as the subject is to be acquired in fee, as well as a demolition agreement which includes the reconstruction of a new exterior entrance as a part of the redevelopment of the subject property which has been addressed in a "Cost to Cure" associated with the "Q Interest".	

Total Before Value:	\$5,821,500
Total After Value:	\$0
Due Compensation:	\$5,821,500

Allocation of Compensation for All Interests: (List all interests such as Q interest, Temporary Easements, Warranty Deeds, etc.)				
Parcel No.	Land	Improvements	Damages	Total
Singing River Mall Property (W)	\$5,500,000	\$0	\$0	\$5,500,000
Belk Property (Q)	\$55,000	\$0	\$266,500	\$321,500
				\$5,821,500

Effective Date of the Appraisal:	June 8, 2021
Date of Report:	July 28, 2021

Certification of Appraiser

I certify that to the best of my knowledge and belief::

The statements of fact contained in this report are true and correct;

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and legal instructions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions;

I have no present or prospective interest in the property appraised and no personal interest or bias with respect to the parties involved;

Neither my engagement nor my compensation for completing this appraisal assignment was contingent upon my developing or reporting a predetermined result, predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal;

The real property appraisal documented in this appraisal report was completed in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), and requirements for appraisals as outlined in 49 CFR 24, Subpart B, dated January 4, 2005. To the extent appropriate under the Laws of the State of Mississippi, the real property appraisal documented in this appraisal report was completed in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which are compatible with standards and practices of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that compliance with the Uniform Act, 49 CFR 24, and the UASFLA required invocation of the (USPAP) Jurisdictional Exception Rule in certain instances, so as to conform with the over-riding federal law relating to the valuation of real estate for government acquisition purposes;

This appraisal conforms with the appropriate State laws, regulations, policies, and procedures applicable to the appraisal of rights of way for highway purposes;

Unless expressly stated otherwise in this report, I made a personal inspection of the property appraised and the property owner, or his/her designated representative, was given the opportunity to accompany me on the inspection;

Any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, was disregarded in determining the compensation for the property;

I have not performed any service on the subject property as an appraiser(s) or in any other capacity within the three years prior to the date of this appraisal report,

No one provided significant professional assistance to me in the performance of this appraisal except for the following named individuals: N/A.

I have not revealed the findings and results of this appraisal report to anyone other than the proper officials of the Mississippi Department of Transportation or the Federal Highway Administration, and I will not do so until authorized by the Department or until required by law.

Jason Garner, MAI is state certified by the State of Mississippi as a General Real Estate Appraiser, License No. GA-773, and as of the date of this report, has completed the continuing education program required to maintain that license.

Based upon my independent appraisal and the exercise of my professional judgment, it is my opinion that the valuation of the subject property is as follows:

Fair Market Value of the Whole Tract (as defined in this report)	Before	\$5,821,500
Fair Market Value of the Remainder Property	After	-\$321,500
The difference between the Fair Market Value of the whole tract and the remainder is		\$5,821,500

as of, July 28, 2021, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Date July 28, 2021

Appraiser (sig.)
(name)
(License)


 Jason Garner, MAI
 MS State Certified General Real Estate Appraiser # GA-773

Appraisal Scope of the Work

Identification of Client and Intended Users

The City of Gautier requested an appraisal of the property described in this report. The intended user of this appraisal report is the City of Gautier and such employees or agents authorized by the City of Gautier to utilize the information contained herein. There are no other intended users.

Intended Use of the Appraisal Report

The intended use of this appraisal is to assist the client in relation to litigation or dispute involving this asset. The facts, analyses, opinions, and conclusions contained in this appraisal report establish an estimate of just compensation, as prescribed under the laws of the State of Mississippi, payable for the acquisition of specified real property rights, being acquired for public use. The estimate of just compensation in this appraisal report includes the fair market value of the property and such curative costs as are permitted by the Laws of the State of Mississippi, and, upon determination by appraisal review that this appraisal report complies with all applicable standards and requirements, serves as the basis for the establishment of the amount believed to be just compensation for the acquisition of the "real property" described herein. There is no other intended use.

Purpose of the Appraisal

The purpose of this appraisal is to develop opinions of the As-Is Market Value (Fee Simple).

The purpose of the appraisal is to render an opinion as to the Fair Market Value of specified real property as of the stated date and, through the application of the Before and After Rule as prescribed under the laws of the State of Mississippi, the valuation of the remainder of specified real property. The difference between these two valuations is the value being sought by the client and is reported to the client as the "opinion of just compensation".

Parameters of Data Search

The scope of the assignment is to collect and verify as completely as possible, comparable sales, and rentals, if applicable, from within the subject area, or other areas that, in the opinion of the appraiser, are reasonably comparable to the subject area, so that a value conclusion may be derived.

Sources of the data, utilized for this appraisal, include county deed records, real estate brokers, real estate appraisers, and other individuals knowledgeable in the local real estate market and, as applicable and appropriate, other individuals knowledgeable in specific types of property. One or more of the principals involved in the transactions, grantor, grantee, attorney, financier, broker of the transaction, or their representatives, have verified the market sales used in this report. Mississippi is a non-disclosure State. Other than the recordation of a deed, there is no legal requirement for grantors, grantees, or other parties to a transaction, to disclose any information relative to the transfer of real property. Since there is no legal requirement for the deed to include the transaction price when it is recorded, there may be transactions for which purchase price data could not be obtained.

Extent of Property Inspection

Per the **USPAP Scope of Work Rule**, "*The report must contain sufficient information to allow intended users to understand the scope of work performed*". The extent of the subject property inspection, including interior and exterior areas, is required content of the appraisal report per the USPAP scope of work rule and per guidance from the FHWA regarding requirements for the scope of work. The "extent of the inspection process" includes, but is not limited to: a declaration as to the part or parts of the property that were actually viewed or not viewed during the inspection; for structures and other improvements, whether such items were physically measured by the appraiser, whether interior and/or exterior inspection was performed for each item, and a declaration regarding the level of detail associated with the inspection of tangible property. The following is a description of the extent of the inspection performed on the subject property for this appraisal assignment

On June 8, 2021, Jason Garner, MAI made a personal inspection (site visit) of the subject property. During the site visit, the appraiser viewed representative portions of the subject property and the surrounding area.

Valuation Process

The data obtained is to be analyzed, when appropriate, via the Cost, Income, and Sales Comparison Approaches to Value, with appropriate support for any adjustments made and the value conclusions. The values derived via these three approaches, if applied, are then reconciled into final opinions of value for the subject property for both the before condition and after condition, respectively. The just compensation opinion thus derived by this process encompasses the value of the partial acquisition, improvements within the acquisition, damages to the remainder (if any), including any curative costs impacted by the acquisition in accordance with the Uniform Act and the Laws of the State of Mississippi.

Property Rights Appraised

The property rights appraised in this report consist of fee simple, and, as applicable and appropriate, easement, leased fee, and leasehold interest(s).

“Fee Simple Estate” is defined as: “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “fee simple estate”, (Chicago: Appraisal Institute, 2015), PDF e-book.

“Easement” is defined as: “The right to use another’s land for a stated purpose.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “easement”, (Chicago: Appraisal Institute, 2015), PDF e-book.

“Leased Fee Interest” is defined as: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “leasehold fee interest”, (Chicago: Appraisal Institute, 2015), PDF-eBook.

“Leasehold Interest” is defined as: “The right held by the lessee to use and occupy real estate for a stated term and under conditions specified in the lease.” Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “leasehold interest”, (Chicago: Appraisal Institute 2015), PDF e-book.

Property Estate(s) Appraised:	<i>List and describe, if necessary, the property right(s) appraised (i.e., fee simple, easement, other)</i>
Fee Simple (less mineral rights)	

Fair Market Value Defined

Fair Market Value is value in exchange. It is “the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress”. (See *the Terms and Definitions section of this report for the source of this definition*)

Assumptions and Limiting Conditions

This appraisal is subject to the following underlying assumptions and limiting conditions:

The appraiser certifies that to the best of his or her acknowledgment and belief, the statements contained in this appraisal report, subject to the limiting conditions set forth below are correct.

This appraisal is of the property described in this report.

The appraiser has made no survey of the property and assumes that the areas and dimensions shown herein are correct. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader in visualizing the property.

Certain information in this report was obtained from and/or furnished by sources believed to be reliable; however, the absolute accuracy of information is not guaranteed. If relevant information or errors come to the attention of the appraiser, the appraiser reserves the right to change, alter, revise, or void the opinions contained in this report in part or in their entirety.

Possession of this report does not imply the right of publication and it may not be used without the consent of the City of Gautier. This report is to be used in its entirety. The appraiser is not responsible if any part of this report is used to the exclusion of the remainder.

I am not familiar with any engineering studies made to determine the bearing capacity of the land or that indicate any mineral contents of a significant nature.

The appraiser has no knowledge of the existence of hazardous materials on the property unless otherwise stated in this report. The appraiser, however, is not qualified to detect such substances. The presence of any such substances, which may be potentially hazardous materials, may affect the value of the property. However, as directed by the client, the City of Gautier, this value estimate is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value.

To the best of my knowledge, no portion of the value assigned to the subject property is for items, which are non-compensable according to established laws.

This property has been appraised as though free of all liens, unless otherwise stated herein. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered herewith. A good title is assumed.

Certain background and other relevant information applicable to the appraisal of this property and for this appraisal report is given in the project data brochure, which is incorporated herein by reference.

This appraisal was performed within requirements of the regulation, law, and supplemental appraisal standards that are applicable to appraisals performed for governmental acquisitions, and thus, certain valuation opinions and conclusions stated in this appraisal report are affected by these requirements. Applicable Mississippi Law is found at Mississippi Code Section 65, Section 43, Section 11, and also found in certain published decisions of the Mississippi Supreme Court as they pertain to property acquisition by Eminent Domain. Applicable Federal Law is found in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24 and further described in *"The Uniform Appraisal Standards for Federal Land Acquisitions"*,

The reported value estimate assumed no impact on value because of "Section 404 wetlands", as defined by the U. S. Army Corps of Engineers. The client is urged to seek the advice of an expert to determine any potential impact on wetlands on the property.

There are no additional assumptions and limiting conditions applicable to this appraisal.

See Extraordinary Assumptions and Hypothetical Conditions on the following page.
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Extraordinary Assumptions and Hypothetical Conditions

Standard Rule 1-2(f) and (g) and Standard Rule 2-2 (a)(xiii) and (b)(xv) of the *Uniform Standards of Professional Appraisal Practice* require the appraiser to identify and state all extraordinary assumptions and hypothetical conditions when developing and reporting an appraisal.

According to the *Uniform Appraisal Standards for Federal Land Acquisitions*, the application of these Standards may require instructions from the acquiring agency. Instructions should always be in writing, retained in the appraiser's work file, and included in the addenda of the report Section 1.2.7.1, page 13, further states that:

“A hypothetical condition may be used in an assignment only if:

- use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
- use of the hypothetical condition results in a credible analysis; and
- the appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions.”

“An extraordinary assumption may be used in an assignment only if:

- it is required to properly develop credible opinions and conclusions;
- the appraiser has a reasonable basis for the extraordinary assumption;
- use of the extraordinary assumption results in credible analysis; and
- the appraiser complies with disclosure requirements set forth in USPAP for extraordinary assumptions.”

USPAP 2020-2021, pg. 4 defines extraordinary assumption as “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

USAP 2020-2021, pg. 4 defines a hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about the physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

An appraiser cannot make an assumption or accept an instruction that is unreasonable or misleading, nor can an appraiser make an assumption that corrupts the validity of the value estimate. Written legal instructions that have a proper foundation must be accepted and must be included in the appraisal report.

Following, if applicable, are all extraordinary assumptions and/or hypothetical conditions that affected the analyses, opinions, and conclusions of this report which are explained in the scope of work:

- We are assuming that this project will be constructed as to the information provided to the appraiser with no changes in the area to be acquired.
- To estimate compensation, an appraisal of the whole property and the remainder is necessary in many cases. When appraising the whole property, the impact of the project is ignored as permitted by the Jurisdictional Exception. When appraising the remainder after the acquisition, a forecast is being made. This is a hypothetical situation that is typical appraisal practice for valuing eminent domain situations.
- According to correspondence with Paula Yancy, with the City of Gautier, access to the adjoining Belk parcel will not be impacted by this acquisition. This appraisal assumes that the adjoining parcel will enjoy similar access in the before and after condition and is, therefore, not impacted.
- As a part of this report, a cost to cure section was included. The impacted party was contacted regarding this portion of the report but did not provide any information of substance. The cost to cure was based on the best information available at the time of the report; however, this value could change if additional information were to be provided.
- A new virus, known as the SARS-CoV-2, led to an outbreak of a new Coronavirus disease, known as COVID-19. At first, the virus did not appear to be significantly affecting the market. We noted fluctuations in both mortgage interest rates and the stock market. Short-term changes in some businesses were also occurring. On December 4, 2020, The Real Estate Roundtable released their 2020 Q4 Economic Sentiment Index and commercial real estate executives expressed a modest increase in optimism about market conditions despite serious COVID-related challenges. A majority of respondents noted that general conditions one year from now will be either "somewhat better" or "much better" than today. Participants from the hospitality and retail sectors were less optimistic but felt market dynamics were strong enough that successful recoveries were possible. Since this appraisal was performed during a period of economic uncertainty stemming from COVID-19, the analyses and value opinion in this appraisal are solely based on the data available to the appraiser at the time of the assignment and apply only as of the effective date indicated. No analyses or opinions contained in this appraisal should be construed as a prediction of future market conditions or value.

Following, if applicable, are appraiser instructions that affected the analyses, opinions, and conclusions of this report:

N/A

If applicable, temporary easement assumptions.

N/A

Statement on The Use of Significant Professional Assistance and The Use of Consultant's Report(s)

If professional assistance was provided to the appraiser, the name of the individual(s) providing such assistance must be stated below. This includes both professional appraisal assistance and providers of subsidiary assistance, e.g., appraisers, registered foresters, architects, attorneys, planning and permitting consultants, engineers, cost estimators, marketing consultants, etc.

If applicable, the following is a description of any necessary or appropriate steps that were performed in the completion of this appraisal assignment that were not previously noted in the scope of work, including a list of the individual(s) providing professional assistance and the type and extent of assistance provided.

N/A

Declaration of Jurisdictional Exception to the Uniform Standards of Professional Appraisal Practice

In conformity with the requirements of USPAP Standard Rule 2-1(a, b, & c), this section of the appraisal report references those specific laws and regulations that prescribe methods and procedures of appraisal and appraisal reporting contrary to that required by USPAP. Application of the Jurisdictional Exception Rule of the USPAP is hereby declared.

Linking Estimate of Value to Specific Exposure Time –

The Comment to USPAP Standards Rule 1-2(c) states “*when reasonable exposure time is a component of the definition for the value opinion being developed, the appraiser must also develop an opinion of reasonable exposure time linked to that value opinion*”. The Comment to USPAP Standards Rule 2-2(a)(vi) and 2-2(b)(viii) states “*when an opinion of reasonable exposure time has been developed in compliance with Standards Rule 1-2(c), the opinion must be stated in the report*”. Under Federal appraisal standards, “exposure time” statements are not permitted to appear in appraisal reports prepared for governmental acquisitions. Therefore, pursuant to the authority conveyed to the CITY OF GAUTIER through Miss. Code, Sec. 65-1-8 all real property appraisals prepared for the CITY OF GAUTIER, whether by staff employees or contracted fee appraisers, shall invoke a Jurisdictional Exception to the requirements of USPAP 2-2(a)(vi) and 2-2(b)(viii) in order to maintain compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., found at 49 C.F.R. Part 24.103 and stated with specificity in “*The Uniform Appraisal Standards for Federal Land Acquisitions*”, Section 1.2.4, Page 10 and Section 4.2.1.2, Page 95.

Consideration of Land Use Regulations –

USPAP Standard Rule 1-3(a) requires analysis of the effect existing land use regulations and reasonably probable modifications to same. This requirement is contrary to Federal appraisal standards. All real property appraisals performed for the CITY OF GAUTIER, whether by staff employees or contracted fee appraisers, must disregard any recent rezoning if such rezoning was a consequence of, or in anticipation of, the government project for which the appraisal is being conducted. Therefore, pursuant to the authority conveyed to the CITY OF GAUTIER through Miss. Code, Sec. 65-1-8, all real property appraisals shall invoke a Jurisdictional Exception to the requirements of USPAP 1-3(a) in order to maintain compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103 and stated with specificity in “*The Uniform Appraisal Standards for Federal Land Acquisitions*”, Section 4.3.2.4.1, Page 109.

Consideration of Anticipated Public Projects –

USPAP Standard Rule 1-4(f) requires the appraiser to analyze the effect on the value of anticipated public improvements located on or off the property appraised. The appraisal requirements of USPAP Standard Rule 1-4(f) are contrary to State and Federal Law regarding appraisals performed for government acquisitions. All real property appraisals performed for the CITY OF GAUTIER, whether by staff employees or contracted fee appraisers must disregard any decrease or increase in the fair market value of real property caused by the government project for which the appraisal is being conducted. Therefore, per Mississippi Law found in the Miss. Code, at Sec. 43-37-31 and Federal Law, found in Title III, Sec. 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(b) all real property appraisals performed for the CITY OF GAUTIER shall invoke a Jurisdictional Exception to the requirements of USPAP 1-4(f).

Valuation by Market Approach Only (a.k.a. Sales Comparison Method):

Unless specifically prohibited by Law, the CITY OF GAUTIER is empowered and directed by statute to adopt such procedures as are advisable and/or necessary for the purpose of obtaining or securing financial assistance, grants or loans from the United States of America, or any agency thereof. All real property appraisals performed for the purpose of governmental acquisitions within the scope of The Uniform Act are authorized to omit cost and income approaches to valuation where sufficient sales data exists to produce a reliable opinion of value by use of the Market Approach alone (*a.k.a. Sales Comparison Approach*). Therefore, pursuant to the authority conveyed to the CITY OF GAUTIER under Mississippi Law and stated in the Miss. Code, at Sec. 65-1-8 and Federal Law under the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 91-646, as amended, 42 U.S.C §4601, et seq., and regulations promulgated pursuant thereto found at 49 C.F.R. Part 24.103(a)(3), all real property appraisals performed for the CITY OF GAUTIER, whether by staff employees or contracted fee appraisers, shall invoke Jurisdictional Exception to the requirements of Standard Rule 1-4(b, c).

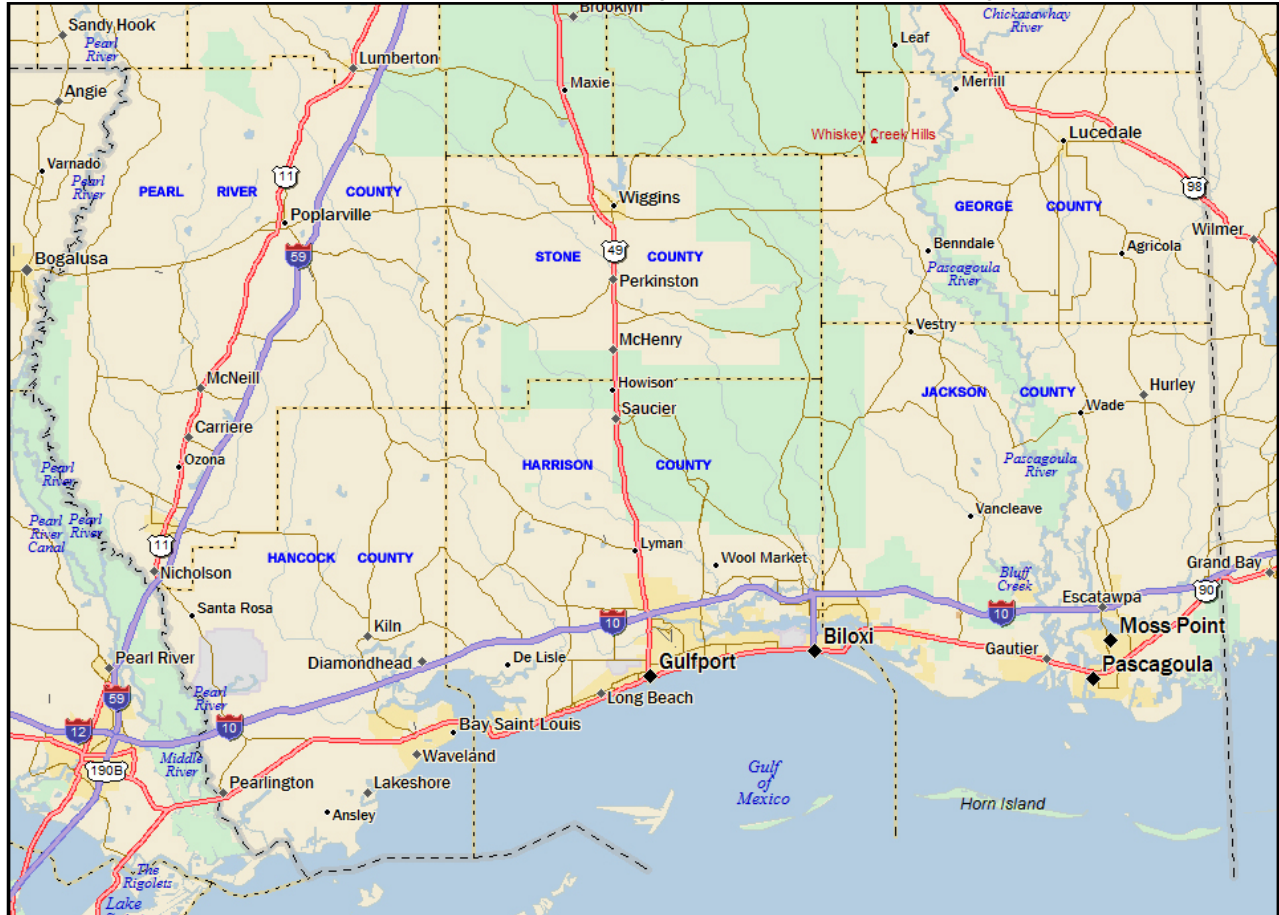
Additions to the Scope of Work and Comments (If necessary)	
N/A	

Area & Neighborhood Data

Area Defined

Brief description of the subject area boundaries or general limits, including the county or counties, prominent cities, and prominent geographic features, i.e. Interstate or U.S. Highways, navigable waterways, etc.)

The subject property is located within the area commonly known as the Mississippi Gulf Coast region, including the three counties in Mississippi that lie along the Gulf of Mexico – Hancock, Harrison, and Jackson – as well as the next tier of counties to the north – Pearl River County, Stone County, and George County. The economies in the cities in Harrison County, Hancock County, and western Jackson County are related mainly to tourism, but southeastern Jackson County has a more industrialized base. The Mississippi Gulf Coast region is depicted on the following map.



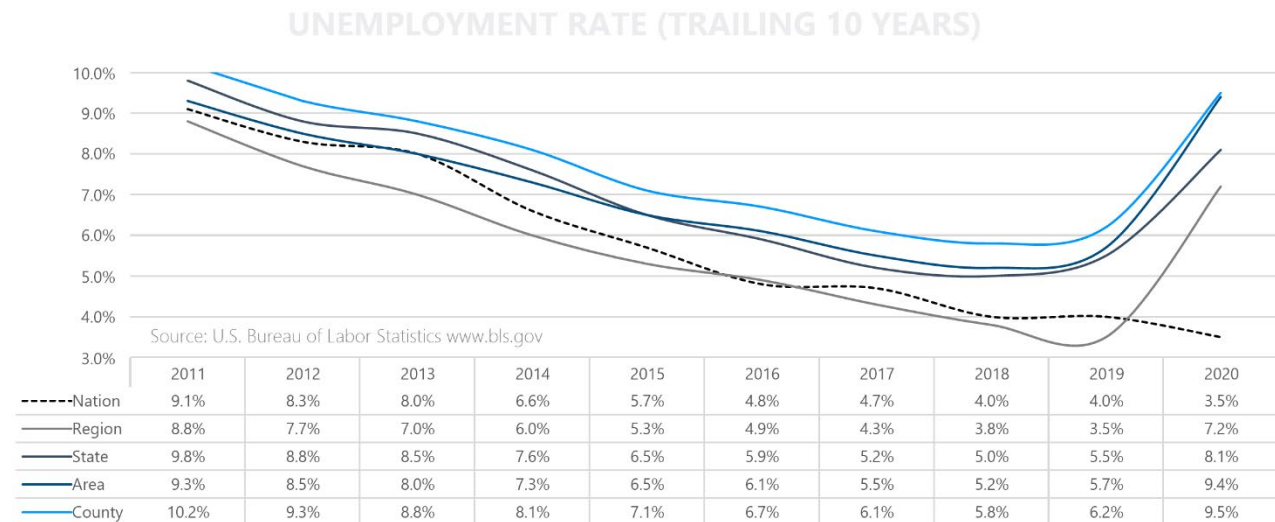
The area's principal highway is Interstate Highway 10 (I-10); I-10 has been widened to six lanes in most sections between eastern Hancock County and western Jackson County. The most recently widening along I-10 has taken place between the Ocean Springs and Vancleave exits (Exit 50 and Exit 57, respectively); this construction work was completed early in 2018. Major upgrades to the interchange of I-10 and I-110 and other nearby roadways were completed in 2015, including an overpass connecting the Lakeview Village and Promenade D'Iberville commercial developments and the reconstruction of two bridges. U. S. Highway 49 is the main commercial corridor for the Gulfport area, while I-110 is an elevated highway that runs north/south through eastern Biloxi and D'Iberville between U. S. Highway 90 and I-10. U. S. Highway 90 is adjacent to the beach in most areas in Harrison County and is a primary commercial corridor in all three coastal counties. Other important highways in the region include State Highways 43 and 603 (Hancock County), State Highway 605, State Highway 67 (both in Harrison County), and State Highway 609 (Jackson County).

According to establishment (place of employment) rather than residence, each county has a somewhat different nature of its employment base, including the casino gaming employment in Harrison County, the large manufacturing sector in Jackson County, the importance of governmental employment in Hancock County, the sizable forestry industry in Stone County, and the dominance of retail trade in Pearl River and George Counties.

Employment

The following graphs chart the trailing trailing 10 years of unemployment rates for the United States, South Region, Mississippi, Gulfport-Biloxi-Pascagoula, MS MSA, and Jackson County.

Regional_UnemploymentChart



Employment

The following chart shows the trailing 10 years of employment for the state of Mississippi, Gulfport-Biloxi-Pascagoula, MS MSA, and Jackson County.

STATE & REGIONAL EMPLOYMENT						
YEAR	STATE	% CHG.	AREA	% CHG.	COUNTY	% CHG.
2011	1,214,638	3.1%	160,168	1.4%	59,024	0.7%
2012	1,213,245	(0.1%)	158,855	(0.8%)	57,974	(1.8%)
2013	1,164,832	(4.2%)	153,241	(3.7%)	55,587	(4.3%)
2014	1,149,277	(1.4%)	149,978	(2.2%)	54,152	(2.6%)
2015	1,178,018	2.4%	152,245	1.5%	54,606	0.8%
2016	1,196,241	1.5%	153,986	1.1%	54,898	0.5%
2017	1,207,458	0.9%	154,252	0.2%	54,904	0.0%
2018	1,207,236	(0.0%)	154,441	0.1%	54,917	0.0%
2019	1,209,451	0.2%	155,297	0.6%	55,070	0.3%
2020	1,157,546	(4.5%)	149,121	(4.1%)	52,868	(4.2%)
CAGR	-0.5%	-	-0.8%	-	-1.2%	-

Source: U.S. Bureau of Labor Statistics www.bls.gov

The Mississippi Gulf Coast region has continued to emerge from the Great Recession; and despite the 2010 Deepwater Horizon oil spill and Mississippi River flooding into the Gulf of Mexico on several occasions, the South Mississippi economy showed real signs of life in 2013 that blossomed into a strong growth pattern by 2016. Helping to spur this development and more is the fact that 75% of the penalties BP will pay for the Gulf oil spill will be directed back to the affected communities – including the Mississippi Gulf Coast region – for eco-restoration, economic development, the seafood industry, and workforce development. The Mississippi State Legislature agreed in late August 2018 that 75% of the \$750 million in settlement money from BP would be directed to the Mississippi Gulf Coast region. Following a recent Supreme Court decision legalizing the practice, the gaming industry received a major boost when several Mississippi casino resorts started offering venues to place bets on sporting events, known locally as “Sportsbook”, beginning on August 1, 2018, the anniversary date of the opening of the first casinos in the state in 1992. Despite the disappointing September 2014 closing of the Margaritaville Casino in Biloxi (which opened less than 2½ years previously), highlights of new development include the following:

- ▶ A second casino called Beach Casino opened in June 2018 within the Island View complex in Gulfport.
- ▶ In July 2018, Treasure Bay Casino announced a three-phase expansion and renovation project, beginning with new surface parking to the west of their complex and the purchase of an additional four acres of land; plans also include adding another 10,000 square feet of gaming space.
- ▶ One of the most popular areawide events in the Mississippi Gulf Coast region, Cruisin’ the Coast (held each October since 1996) was voted by readers of *USA Today* in August 2018 as the top auto show in the nation.
- ▶ The Hard Rock Casino Biloxi has been sold, and a new hotel tower having 154 guestrooms with major amenities opened in January 2014.
- ▶ The \$36 million stadium for the Double-A Biloxi Shuckers baseball team opened in June 2015.

- ▶ Margaritaville Resort Biloxi (formerly Casino Magic) opened in late June 2016. In the spring of 2019, construction began on an expansion to the Margaritaville property which will include a boardwalk and a family-friendly amusement park. A second hotel tower is planned for a later phase of this expansion.
- ▶ The Mississippi Gulf Coast Regional Convention and Visitors Bureau board has been formed as the three Coast counties banded together to draw more tourists to the Coast.
- ▶ In March of 2019 the tourism marketing organization, for the three coastal counties, previously known as Visit Mississippi Gulf Coast, will now be known as Coastal Mississippi. This change has been launched in tandem with a new ad campaign called "The Secret Coast," aimed at maximizing the travel and tourism industry of the Gulf Coast.
- ▶ The Silver Slipper Casino in Bay St. Louis announced a large expansion project in early 2019. An additional 150 room hotel tower will be built out on the water, complete with an additional restaurant, an entertainment venue, and a meeting space.
- ▶ The Golden Nugget (formerly the Isle of Capri) recently completed a comprehensive \$100 million renovation and rebranding following its purchase by Landry's Inc.
- ▶ The \$50 million renovation of a 400-room beachfront hotel tower at the Island View Casino in Gulfport opened in May 2015, including the largest meeting and convention space in Gulfport.
- ▶ In mid-2019, the 100-million-dollar development known as Centennial Plaza along Highway-90 in Gulfport opened. This complex features two hotels with 215 combined rooms, three restaurants, a water park, and a wedding venue. More amenities are planned for Centennial Plaza, including a 15,000 square foot arcade.
- ▶ The Port of Gulfport recently announced that Dole Fresh Fruit Co. is signing a 13-year extension of their lease at the Port, and a new tenant (McDermott, Inc.) has also been identified. Also, after relocating to New Orleans for 2½ years, Chiquita signed a new 40-year lease in preparation for a return to expanded facilities in Gulfport.
- ▶ In 2018 a \$570 million expansion project at the Port of Gulfport was completed. Doubling in size since Hurricane Katrina, the port has now been designated as one of 17 strategic ports authorized to handle military cargo.
- ▶ In June of 2020, Dakia Entertainment Hospitality and Broadwater Development, LLP signed a formal letter of intent to redevelop the historic Broadwater Beach hotel, marina, and golf course. The \$1.2 billion, 266-acre entertainment complex is to be among the first of three such developments by Universal Music Group. This UMUSIC branded hospitality development is projected to open by the summer of 2023.
- ▶ The Mississippi Aquarium opened in September of 2020. This \$100-million-dollar project features more than a million gallons of freshwater and saltwater, with a wide variety of habitats.

Subject Location	☐ Urban	☒ Suburban	☐ Rural
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Population Growth Rate	☐ Increasing	☒ Stable	☐ Decreasing
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Primary Shopping/Trade Center – Area	Gulfport-Biloxi-Pascagoula Metropolitan Statistical Area
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Primary Shopping/Trade Center – County	Jackson County
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Nearest Employment Center	Pascagoula, MS
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Neighborhood Defined	<i>(Brief description of the neighborhood area boundaries or general limits, including, if applicable, community name or other name reference utilized by area residents)</i>
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The subject property is located north of U. S. Highway 90 in central Gautier. U. S. Highway 90 runs east/west through the entire Mississippi Gulf Coast region and is the primary commercial corridor through the larger cities in Jackson County, including Gautier. Old Spanish Trail is a minor east/west thoroughfare running from the end of Government Street in eastern Ocean Springs to Graveline Road near the West Pascagoula River. The CSX Railroad tracks run generally parallel with both of these roads.

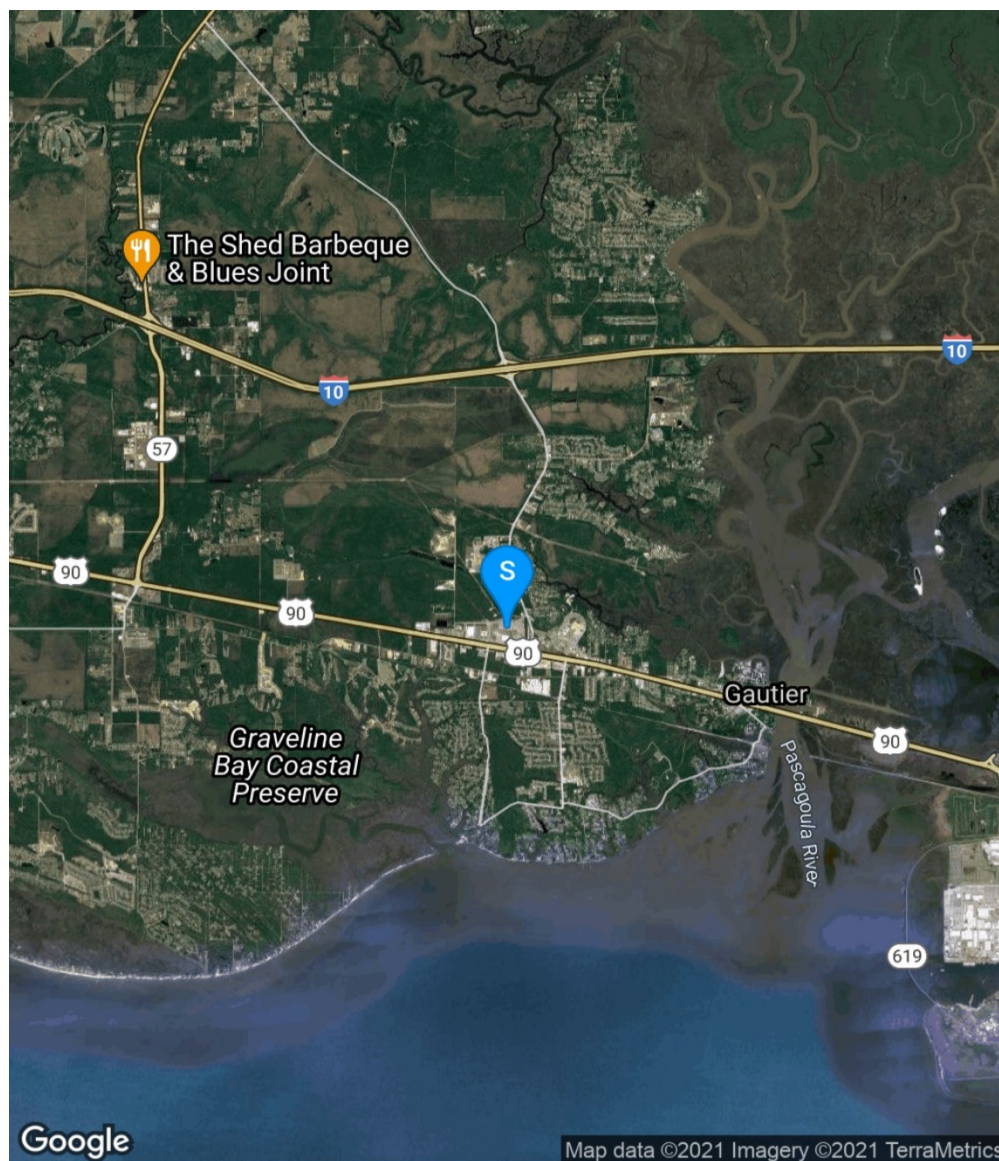
Considerable new commercial development has taken place along and near U. S. Highway 90. The development is primarily focused in the vicinity of Singing River Mall (i.e., the subject property) – located along the highway between Gautier-Vancleave Road and Dolphin Drive – and includes the Gautier Municipal Building, a Lowe's home center store (which was reconstructed post-Katrina), a self-serve car wash, apartment complexes, gasoline stations/convenience stores, churches, older shopping centers, newer strip malls, and similar development. The Jackson County Campus of Mississippi Gulf Coast Community College (MGCCC) is located directly east of Singing River Mall across from Dolphin Drive (also known as Singing River Road) along Gautier-Vancleave Road. MGCCC, which includes three campuses and three smaller student centers throughout the Mississippi Gulf Coast region, has over 10,000 students. A variety of strip retail, single-tenant retail, multi-tenant office, and single-tenant office uses are located along Gautier-Vancleave Road as well as the entrances to several residential subdivisions. Several commercial/industrial parcels are located along Gautier Vancleave Road east and northeast of the subject property, including Handy Lock Self Storage, Singing River Health Systems, Fayard's BP, Sherwin Williams, Dollar General, House Plans, VA Lauban Residential Design, Jason Lauban Construction, Sea 2 Swap Outfitters, Town and County Veterinary Hospital, MetLife Financial Services, Palmetto Dental Care, Curves, Edward Jones Investments, Gautier Realty, Smoke Screen Tobacco, Country Gentlemen Family Restaurant, Just Like That Wireless, and Jerry's Pawn, Inc. Also, a sizable industrial section is located north of U. S. Highway 90 along Beasley Road.

The Mississippi Sandhill Crane Wildlife Refuge Area is located a short distance to the north of the subject property. The refuge contains over 19,000 acres and was created in 1975 to preserve the habitat of this endangered species of sea bird.

Demand for (Retail Development) in (Gautier / West Jackson County)

Leading up to its demolition, the subject property was improved with over 500,000 square feet of retail and restaurant space. The indoor mall which was situated on the property began experiencing significant vacancy in its small retail space although the larger anchor tenants actually operated essentially up until the bulk of the improvements were demolished. Belk, a leading department store in the southeastern market, remains open as of the effective date of this appraisal.

The ESRI® Retail MarketPlace Profile with the most recently available data indicates that there are a number of industry categories that have significant retail gaps with leakage into other markets within the 39553 ZIP Code area. Out of 29 industry group categories presented in this report, only 7 groups indicated a surplus (automotive and motor vehicle dealers, building material and supplies, health & personal care, gasoline stations, shoe stores, and florists) with the remaining groups showing leakage. The current owners have plans of re-developing the subject property into a retail development resembling developments of the current trend which are more concentrated with drive-up Junior Anchor tenants and smaller retail spaces and restaurants. According to conversations with the developer over the years, a variety of potential tenants have expressed interest in occupying space in the proposed development.



Neighborhood Zoning	☐ Res. ☒ Comm. ☐ Ind. ☐ Other (Agric.) ☐ None
Neighborhood Utilities	☐ Elec. ☐ Gas ☐ Water
	☒ All ☐ Part ☐ Sewerage
	☐ Other
Neighborhood Imp's	☒ Storm Sewer ☐ Crb/Gtr ☒ Sidewalk ☒ Street Lights
	☐ Other
Schools	Pascagoula-Gautier School District
Recreational Facilities	City of Gautier
Fire	City of Gautier
Police	City of Gautier
Other	
Comments:	<i>(Comments regarding but not limited to real estate activity, recently completed or imminent public projects, significant private business projects/expansions/cutbacks, or other items worthy of note, if applicable)</i>

Site Description

(Before – Acquisition - After)

Site Description — Before

An analysis of the subject site is particularly important in estimating its highest and best use. The following is a discussion of the subject site in the Before Condition.

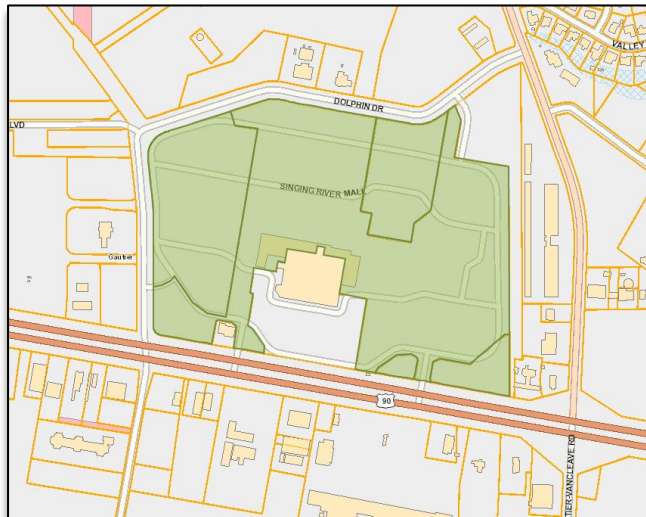
Information, regarding the total ownership, has been obtained by the appraiser from current county records and other reliable sources, including a physical inspection of the site. (A survey of the subject property had been previously supplied to the appraiser and included in this report)

Present Use of Site: Vacant land.

Legal Description of the Total Ownership: Part of Section 35, Township 07S, Range 07W. Identified by the Jackson County Tax Assessor's office as Tax Parcels 82435270.107, 82435270.109, 82435270.101, 82435270.100.

Location: 2800 Highway 90, Gautier, Jackson County, MS 39553.

Dimensions/Area/Shape: According to the "Lots/Blocks" information shown in the included Compton Engineering Alta Survey, dated September 20, 2007, the subject property contains a total of approximately 52.776 acres. The subject property has extensive road frontage on its northern, western, and southern borders. The subject property is irregular in shape.

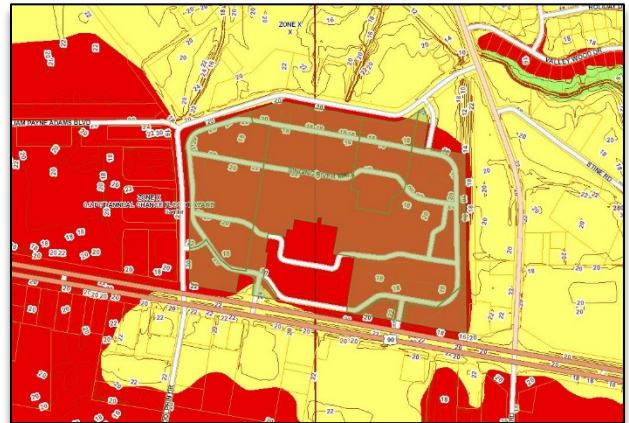


Frontage/Access: The site has extensive frontage along three roadways, U. S. Highway 90 to the south, Dolphin Road to the west, and Singing River Road to the north (a.k.a. Dolphin Road). The southern border of the subject property has approximately 1,358 feet of non-continuous frontage along Highway 90, broken up by two separate parcels that are in different ownership and not the subject of this appraisal. The western border of the subject property has approximately 1,090 feet of frontage along Dolphin Road. The northern border of the subject property has approximately 1,785 feet of frontage along Singing River Road, a.k.a. Dolphin Road. The site has two signalized entrances from U. S. Highway 90, a six-lane asphalt-paved thoroughfare with turn lanes and concrete sidewalks within the right-of-way (northerly margin), plus an entrance from Dolphin Road, a four-lane paved roadway, and two entrances from Singing River Road, a four-lane thoroughfare with a center median.



Topography: The site is generally level and essentially even with road grade. The developed property has extension underground drainage infrastructure in place as evidenced by the storm drains throughout.

Flood Plain Data: Map Zone X (Shaded). This is referenced by Panel Number 28059C0318G and 28059C0319G, both dated March 16, 2009. Zone X (shaded) is a moderate and minimal risk area. Areas of moderate or minimal hazard are studied based upon the principal source of flood in the area. However, buildings in these zones could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. Local stormwater drainage systems are not normally considered in a community's flood insurance study. The failure of a local drainage system can create areas of high flood risk within these zones. Flood insurance is available in participating communities but is not required by regulation in these zones. Nearly 25% of all flood claims filed are for structures located within these zones. Moderate risk areas within the 0.2% annual chance floodplain, areas of 1% annual chance flooding where average depths are less than 1 foot, areas of 1% annual chance flooding where the contributing drainage area is less than 1 square mile, and areas protected from the 1% annual chance flood by a levee. No BFEs or base flood depths are shown within these zones. (Zone X (shaded) is used on new and revised maps in place of Zone B.)



Drainage Data: The site appears to have adequate drainage.

Use Restrictions: The subject property is currently zoned TCMU (Town Center Mixed Use) by the city of Gautier. Quoting from the Zoning Ordinance of the City of Gautier: "The purpose of the TCMU Town Center Mixed-Use District is to encourage the development of a new downtown area that offers shopping, entertainment venues, cultural and community uses and specialized types of residential units to serve residents and visitors to Gautier. This district will be the core area of the city with quality designed and built structures, streetscapes, and amenities. New development and changes to existing buildings should be consistent with recognized pedestrian-scale improvements in terms of structural orientation, height, lot dimensional requirements, and other site spatial relationships." Permitted uses include, but are not limited to: art galleries, artisan studios, bank or financial institutions, beauty/barber shops, book stores, bowling alleys, catering services, medical or dental clinics, community shopping centers, day spas, farmer's markets, health departments, fitness centers, hospitals, hotels/motels, museums, public utilities, restaurants, theatres, and a variety of retail and department stores.

There is a minimum lot size requirement in this zoning district of one acre (43,560 square feet) for master-planned development sites and 2,400 square feet for individual lots. Sites for detached buildings must have 40 feet of frontage on a public street, public courtyard, or alley, while attached buildings must have 24 feet of frontage on a private or public street, public courtyard, or alley. Required setbacks are a 25-foot front yard with an 80 feet maximum, and a 15-foot yard on a corner street. Unless the property abuts a residential district, neither a rear yard nor a side yard is required, although such yards must be at least 35 feet in width with the outside 10 feet being a landscaped buffer. The height restriction for each parcel is based on road frontage. If the parcel contains 100 feet or more of frontage, the height restriction is 75 feet. Parcels with road frontage between 60 and 100 feet have a height restriction of 60 feet, while parcels with less than 60 feet of frontage have a height restriction of 45 feet. The maximum coverage of land for residential or mixed-use buildings is 90%; however, commercial, civic, and industrial buildings are not regulated.

Adjacent Land Uses: The subject property has large dimensions and has a number of nearby and surrounding uses, including Belk, Keesler Federal Credit Union Branch, AutoZone Auto Parts, Lowes Home Improvement, Burger King, Check Now, Gautier First United Methodist Church, Dollar Tree, Subway, McDonald's, a branch of The Peoples Bank, Wendy's, a Shell gasoline station, KFC, Advance Auto Parts, Little Caesars Pizza, and Singing River Apartments. North of the subject property consists of primarily vacant land.

Easements/Encumbrances: The subject property is subject to an Operating Agreement that began in 1978 and was amended in 1980. The restrictions in the agreement are too lengthy to list individually, though the majority pertain to the indoor shopping mall that was demolished in accordance with an agreement between Singing River, LLC, the subject property owner, and Belk, successor to McRae's and the only remaining party to the Operating Agreement. As the successor to McRae's, Belk continues to have an interest in the subject property, particularly in regards to a perpetual easement to a portion of the subject referred to as "Ring Road" that provides ingress and egress throughout the entire former mall property. Additionally, the ownership entity of the subject property and Belk, the adjoining parcel, entered into an agreement for the demolition of the former indoor mall property. While the demolition work has been completed, as a part of the agreement, Singing River agreed to construct a new exterior entrance to the Belk building that was mutually agreed upon between the owner of the subject and Belk. It is our understanding that the construction of this exterior entrance would be in place of the former indoor entrance to the Belk property. The cost to construct this entrance has been included as a "Cost to Cure" associated with the Q Interest. Due to the length of the original and amended Operations Agreement and the Demolition Agreement, these agreements have not been included in this report but have been retained in our file.

Wetlands: According to the National Wetlands Inventory Map administered by the US Fish and Wildlife Administration. The subject property does not contain wetlands.

Utilities:

Utility Service	Supplier	Utility Service	Supplier
Electricity	<i>Singing River Electric Power Association</i>	Sewer	<i>City of Gautier</i>
Gas	<i>CenterPoint Energy</i>	Water	<i>City of Gautier</i>
Garbage Collection	<i>City Gautier</i>	Telephone	<i>AT&T</i>
Comments:	<i>Include additional narrative, as needed.</i>		

Site Description — Area of Acquisition-

Location: The acquisition area is the entire subject property, as defined earlier in the report.

Site Improvements: There are some site improvements on the subject property that will be acquired, including a substantial amount of paving for parking lots and driveways, as well as several signs. These improvements have become depreciated over the years and have a negligible contributory value that would likely not be recognized by the market. Additionally, there is an agreement between the subject property and the adjoining Belk property regarding the reconstruction of a new exterior entrance as a part of the redevelopment of the subject property. In addition to the land being acquired as a part of this project, the value of the aforementioned entrance to the Belk property has been included as a cost to cure associated with a “Q Interest”.

Rights to be Acquired for Each Parcel: Fee simple interest (less mineral rights.)

Site Description — After

As a complete acquisition, the characteristics of the subject property described will be technically unchanged by the acquisition, apart from a change in ownership.

Items of Real Property Appraised

The subject property is appraised as if vacant land, as the existing site improvements have a negligible contributory value. Also included in this appraisal is the valuation of a “Q Interest” held by the adjoining Belk property regarding transferable agreements between the subject property and the Belk property, including a cost to cure for the agreed-upon reconstruction of the northern entrance.

Items of Personal Property Not Appraised

None.

Whole Tract and Larger Parcel Declaration

Whole Tract Declaration

On those properties where the total ownership and the Larger Parcel are not one-in-the-same, it is possible for a property to contain several Larger Parcels (Highest & Best Use areas). The acquisition may affect more than one Larger Parcel (H&BU area), it is essential that there be a clear declaration by the appraiser as to what part and/or parts of the total ownership are being appraised. This section of the appraisal report declares exactly what was valued in the appraisal process and includes:

- The size of the contiguous total ownership provided to the appraiser by the MDOT
- Declaration of the Larger Parcels (H&BU areas) within the total ownership that are unaffected
- Identification and delineation of the affected Larger Parcels (H&BU areas) described by the following methods as appropriate:
 - a. Clearly visible physical features- road, creek, ditch, fence, tree line, etc.
 - b. Subdivision boundary, Zoning line, corporate limits, county line, section line, etc.
 - c. Dimensioned area as determined by the appraiser

Total "Whole Tract" Declaration and Summary	(Ac./S.F.)
The entire subject property – containing 2,298,922 square feet (52.776 acres) – is the whole tract.	

Declaration of the Larger Parcel

There are three conditions or tests that are considered in determining the larger parcel, unity of ownership, unity of use, and contiguity. In certain instances, the larger parcel may not include all the lands that are contiguous and under identical ownership. In determining the larger parcel to be appraised, reliance on unity of ownership and unit of use will be given substantial weight. In determining the larger parcel, the following is noted:

Larger Parcel(s) Summary	(Dimensions, Size, and Use)
The whole tract and the larger parcel are the same.	

Highest and Best Use Analysis

Highest and best use is defined in *The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, page 109*, compiled by the Appraisal Institute as:

“The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”

In order to arrive at the highest and best use estimate, the land is first analyzed as if vacant. Later, the total property, including any existing improvements, is analyzed. In estimating the highest and best use of the subject site, as if vacant and improved, you must first carefully study the existing land use patterns and trends in the area. In estimating the highest and best use of the subject property, the appraiser has considered very carefully the following factors:

1. The land and location are considered in relation to the local area.
2. The physical characteristics of the land and improvements, including the land's overall size, shape, road frontage, topography, soil and sub-soil conditions, and available utilities.
3. In analyzing the highest and best use of the subject, as applicable and appropriate, the Sales Comparison Approach, Cost Approach, and Income Approach are considered.

The procedure used in this report to estimate the highest and best use of the subject site was to consider, in sequence, its legal use, physically possible use, its most feasible use, and, finally, the use that produces the maximum productivity.

Highest and Best Use Analysis	<i>(Address legal permissibility, physical possibility, financial feasibility, maximum productivity, in Before & After for all larger parcels or whole tract as applicable)</i>
<u>As Vacant – Before</u>	
<u>Legally Permissible</u> – Private restrictions, zoning, building codes, district controls, and environmental regulations are considered because they may preclude many possible highest and best uses. The subject property is presently zoned TCMU (Town Center Mixed-Use). This zoning classification allows for most all retail, office, and restaurant uses and is essentially designed to be the center of significant commercial development to be utilized by the entire community.	
<u>Physically Possible</u> – Size, terrain, and utility availability are generally considered the most important factors in determining uses to which land may be developed. The size of a tract of land is important for the determination of possible uses because some small tracts, due to limited size, can reach their optimum use only as part of an assemblage of several tracts. Large tracts, on the other hand, are not restricted by size and have a much wider range of possible uses.	
The subject property contains approximately 52.78 acres and is fully usable. Having significant frontage on three roadways and being located just west of Gautier-Vancleave Road which leads to the interstate interchange, this site is situated in the heart of Gautier and is accessible to those from Gautier and as well as the traffic passing through along U. S. Highway 90. This tract has numerous positive features that would allow essentially any legally permissible use to be physically possible.	
<u>Economically Feasible</u> –From a financial standpoint, any property use which is expected to produce a positive rate of return is regarded as being feasible. Factors dictating which property uses are feasible to include those which determine the possible and legal uses as well as other important factors such as the shape, frontage, and location of the tract; access to the tract; adjacent property uses (in the interest of conformity); and the general neighborhood characteristics. These factors, along with pertinent market information, help determine what returns could be expected from alternative property uses.	

Prior to the Great Recession, a good business climate, relatively low cost of living, good housing markets and other factors such as employment, environment, and lifestyle had combined to ensure a level of growth on par with that of the best cities in the United States. Hurricane Katrina devastated the area in August 2005, and extensive rebuilding efforts occurred throughout the area, with demand for a wide range of property types growing even stronger. Although the local economies have struggled in line with national trends, a number of major projects have been completed in the past several years, such as numerous starter-home and affordable-housing residential developments, several large apartment complexes, a sizable number of hotels (both full-service and limited-service), and the large retail development known as The Promenade D'Iberville.

The subject property is located in southeastern Jackson County, Mississippi. Southeastern Jackson County, particularly in Pascagoula, is the leading industrial center in the area and is the home of one of the largest shipyards in the area, Ingalls Shipbuilding, and is the home of the Chevron U.S.A. Pascagoula Refinery, which processes approximately 350,000 barrels of crude oil per day and is responsible for a direct local economic impact of \$835.7 million (2019). This area is also home to the First Chemical Corporation, Mississippi Phosphates Corporation, Signal International, LLC, VT Halter Marine, and many other heavy industrial facilities. The existing industries in the area have been awarded large contracts in recent years, such as VT Halter's recent \$745 million contract with the U.S. Coast Guard for the design and production of a new Polar Security Cutter (PSC). This contract has options for additional PSCs that, if exercised, would bring the value of this contract to around \$2.6 billion. Ingalls Shipbuilding received a contract to produce six destroyers for the U.S. Navy worth over \$5 billion over five years, with another order for an additional Arleigh Burke-class destroyer placed in June 2020 worth \$936 million. Ingalls Shipbuilding has delivered 32 Arleigh Burke-class destroyers to the US Navy as of February 2021. Ingalls Shipbuilding sits on an 800-acre site, employs approximately 11,500 (the largest manufacturing employer in Mississippi), and is the builder of record for the Arleigh Burke-class of Aegis guided-missile destroyers, the LHA 6 large deck amphibious ships, National Security Cutters of the US Coast Guard and the sole builder of the San Antonio class amphibious assault ships. Most recently, Raytheon Missiles & Defence was awarded a nearly \$68 million contract for AN/SPY-6(V) radar integration and production support efforts which, if exercised, would bring the cumulative value of this modification to \$781,000,000. Roughly 11% of this work will be performed in Pascagoula.

Presently, there is an unmet demand for retail services in the immediate area. Though somewhat of a bedroom community itself, Gautier is located immediately west of Pascagoula which boasts to be the home of the largest employer in Mississippi, Ingalls Shipbuilding, and numerous other major employers, many of whom were mentioned in the previous paragraph. These companies employ a substantial number of workers and have a significant impact on local economies.

Maximally Productive – After consideration of the legal, possible, and feasible uses, it is the appraiser's opinion based on the location of the property that the highest and best use of the subject property (land only as vacant) in the before condition is for Commercial Development.

As if Vacant – After

The subject property is a complete acquisition, therefore, the Highest and Best use of the subject property in the after condition is not applicable to this appraisal.

¹ The phrase "*highest and best use areas*" or "*uses*" is from wording utilized by the Mississippi Supreme Court in its published eminent domain decisions. Reference of these phrases by the Court has been historically utilized in a manner equivalent to the phrase "*Larger Parcel*". For additional information, please refer to the "*Terms and Definitions*" section of this appraisal report.

Ownership History and Tax Information

Ownership History

In developing a real property appraisal an appraiser must:

1. Analyze any current agreement of sale, option, or listing of the subject property, if such information is available to the appraiser in the normal course of business.
2. Analyze any prior sales of the subject property that occurred within the following minimum time period of five years.
3. Discuss below (as applicable) the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the data.
4. When there is a sale of the subject property to the current owner for an undisclosed price, the appraiser must state that he or she attempted to obtain the purchase price and other terms of the transaction without success. (If transaction price could not be verified please explain below.)

Ownership History					
Property Transactions during the last ten years to Date:					
Date	Grantor	Grantee	Consideration	Book/Page	Ver.
1/7/2014	SM Properties Gautier, LLC	Singing River, LLC	Undisclosed	1735 / 63	
12/8/2003	John Hancock Life Insurance Company	Singing River, LLC	Undisclosed	1325 / 785	

Explanation: As we understand it, the only transfer of ownership involving the subject property within the last ten years from SM Properties Gautier, LLC to Singing River, LLC was not an arm's length transaction.

Tax Information			
Tax Parcel I.D. Number	82435270.107, 82435270.109, 82435270.101, 82435270.100	True Value – Land	\$1,105,613
Millage Rate	0.1455	True Value – Improvements	\$0
Property Assessment Rate	15%	2020 Real Estate Taxes	\$24,131.68
Special Assessments			

Approaches to Value

All standard techniques used by the appraiser in estimating market value can be grouped into the following three main approaches to value: 1) Sales Comparison Approach, 2) Cost Approach, and 3) Income Approach. One or more of these approaches are used in all appraisal assignments. The use of these approaches will depend on the type of property being appraised and the quantity and quality of data available for analysis.

Sale Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, applying appropriate units of comparison, and making adjustments to the sale prices of comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when comparable sales data are available.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for, the existing structure; deducting depreciation from the reproduction or replacement cost; and adding the estimated land value, plus an entrepreneurial profit. Adjustments may then be made to indicate the fee simple value of the subject property to reflect the value of the property interest being appraised.

Income Approach: A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period, and the reversion can be discounted at a specified yield rate.

The Dictionary of Real Estate Appraisal, Fourth Edition, Appraisal Institute

Approach(es) to Value Utilized in this Appraisal Assignment Are: The Development Approach, a variant of the Income Capitalization Approach.

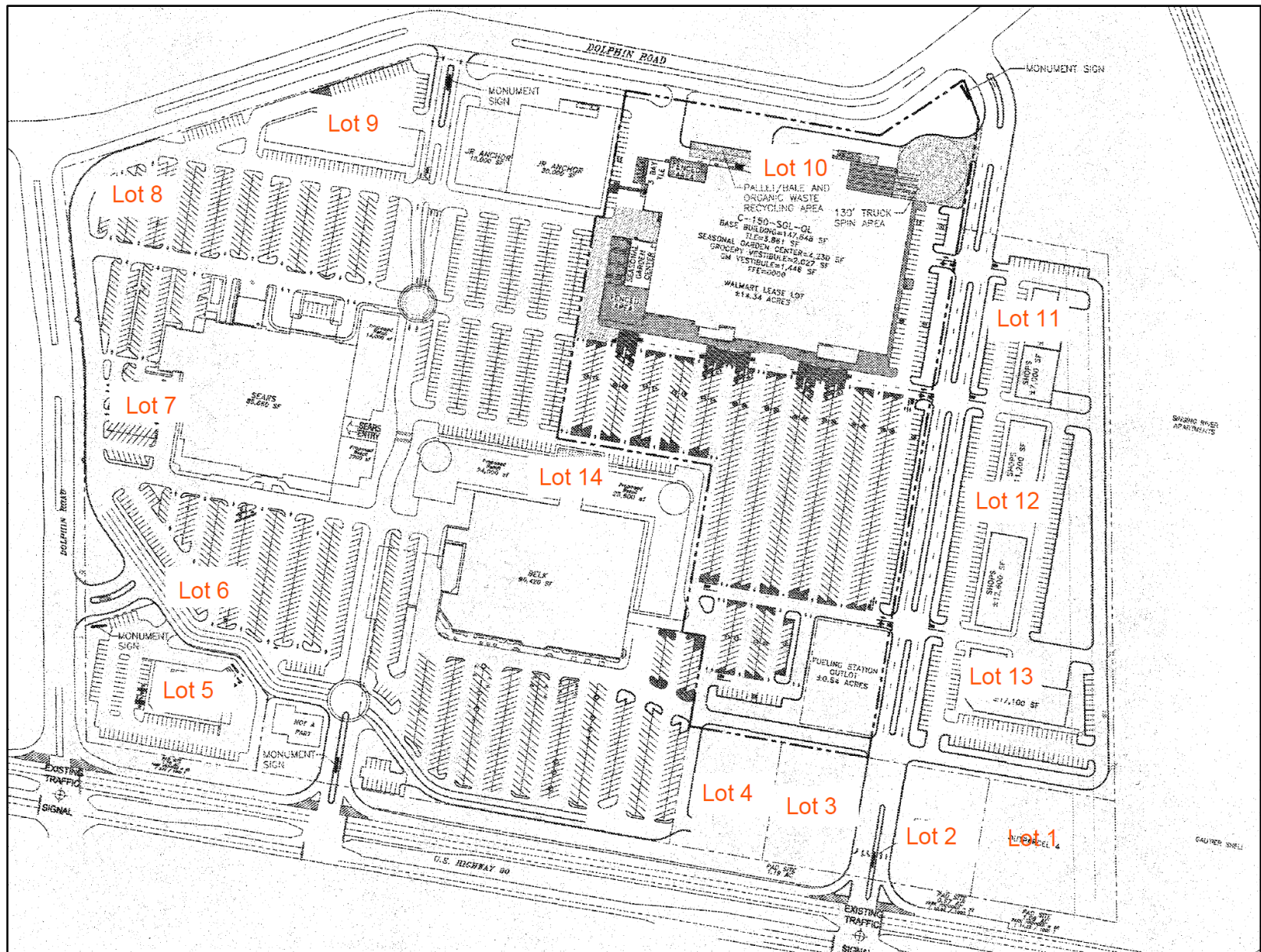
☐ Cost Approach ☒ Income Capitalization Approach ☐ Sales Comparison Approach

Reason(s) for excluding any of the usual approaches to value	
In researching the data for this appraisal, we performed primary research in Jackson County; investigated the supply and demand elements of commercial real estate in the Mississippi Gulf Coast market area; and consulted with real estate agents, other appraisers, market participants, and other knowledgeable sources. The Cost Approach, Sales Comparison Approach, Income Capitalization Approach, and Development Approach (a variant of the Income Capitalization Approach) have been considered during the development process of this appraisal. However, only the Development Approach has been developed, as the Cost and Sales Comparison Approaches have been deemed inapplicable in the appraisal of the subject property. While a standard Sales Comparison Approach does have applicability, in theory, to the subject site, there is a real lack of data regarding any recent sales of comparably sized and similarly located retail development sites. Furthermore, it is believed that the development approach is the most applicable, regardless, as any fee simple transaction regarding the subject property in accordance with its economic highest and best use would be to sell off individual lots as a part of a larger retail development.	

Development Approach

Discussions of the steps in developing the value of the proposed (hypothetical) development are included on the following pages. Tables indicating the net proceeds and a discounted cash flow for each year of development are included in this section of the report following the development of the absorption rate, lot sellout values, sales and administrative expenses, real estate taxes, entrepreneurial profit, and the discount rate selection.

In order for us to complete the valuation via the development approach, we had to create a subdivision from the conceptual plans that were previously presented to us by the owner, a seasoned retail developer who spent a considerable amount of time and effort contemplating the potential redevelopment of the subject site. The plans for redevelopment included a large 15-acre parcel that was intended to be a Wal-Mart Supercenter that would anchor the development. As Wal-Mart has no intentions of occupying this site, it is more likely that this large parcel would need to be subdivided into smaller parcels. Accordingly, "Lot 10" on the hypothetical development plan has been divided into three (3) 5-acre parcels. With this subdivision, there are a total of 16 lots of sizes ranging from 1.26-acres to 6.81-acres. The size of the individual parcels has been expanded to include the nearby parking areas and driveways that are needed for this type of development, though, it is assumed that all parties would have legal right to ingress, egress, and shared parking. The land areas of the various lots were determined by a combination of lot sizes shown on the conceptual plans to being calculated using the Google Earth application. The approximate placement of the various lots is shown on the map on the following page.



Absorption Rate Analysis

Developing an absorption rate for a hypothetical commercial development such as the subject has proven to be somewhat difficult. The first issue is simply that we aren't aware of any platted retail developments in the local market where absorption could be tracked by sales of individual lots. Meaningful data from the local market is virtually nonexistent within the past several years. To make a meaningful analysis with local data, some older developments were analyzed because, despite their age, we believe them to be most comparable to the local market. We are aware of one platted commercial subdivision that is advertised to be a mixture of retail and office development. North Bay Professional Park, which will be discussed later, is a relatively small development that is located a short distance from the Cedar Lake Road / Interstate 10 interchange in Biloxi. Otherwise, we are aware of only three office park developments (all in Biloxi) that have platted lots where a true absorption could be tracked. While there are a number of retail developments that have sold off outparcels, these are not typically platted and usually represent a minority of the total amount of land involved in the development. With that being said, we will discuss several developments in the following section that have helped us to reach our estimate of a sellout pace for the lots proposed at the subject property.

The Promenade D'Iberville:

The Promenade D'Iberville development is the most recent undertaking of a significantly sized retail project; it is located on a 75-acre site in the northwestern quadrant of the I-10 / I-110 interchange. The land assemblage was completed in the middle part of 2008 and site development began shortly following the closings. On October 11, 2009, the power center held its grand opening. The Promenade contains approximately 700,000 square feet and is presently anchored by Target, Kohl's, Michael's, Marshall's, PetSmart, Best Buy, Office Depot, and Dick's Sporting Goods. Site plans called for 13 pad/retail shop sites. As of today, the Promenade is, for all intents and purposes, completely developed. Out of the pad sites, the majority were ground leases, with only a few sold in fee. Regardless, their absorption rate is essentially equivalent to 2.75 sites per year for the 4 years following the development being opened.

Certainly this development has a number of features in terms of location, interstate highway exposure, major tenant draw, etc. that are vastly superior to the subject. It is our opinion that this development does offer some insight as to the development pace at the subject given its recent success.

Biloxi Commerce Park:

The Biloxi Commerce Park was developed by the Harrison County Development Commission and the Harrison County Board of Supervisors in 2000. Nearly all of the lots were platted at a size of 1-acre each although many ultimately sold two a time. This development is located west of Cedar Lake Road and north of Popp's Ferry Road and was built out with 43 platted lots. While the park has two entrances (one from Popp's Ferry Road and one from Medical Park Drive off Cedar Lake Road), the lots are mostly double-loaded along Tommy Munro Drive. The sales listed below include a sizable tract that will be combined with adjoining land as the site for a proposed hospital. We have included a schedule that provides the sales of the lots since their inception followed by a table that summarizes the sales activity on a quarterly basis.

Biloxi Commercial Park						
Lot(s)	Date of Sale	Grantee	Deed Reference	Area (Acres)	Sales Price	Price per Acre
3 & 4	10/02/00	J & R Properties	360/484	2.008	\$130,680	\$65,080
5	10/31/00	Joseph N. Salloum	362/054	1.093	\$94,830	\$86,761
40	11/10/00	Cedar Lake Medical Plaza, LLC	368/612	9.923	\$850,000	\$85,660
25 & 26	02/01/01	Edmond and Diane Nazaretian	367/047	2.071	\$180,177	\$87,000
27 & 28	12/10/01	Terry C. Smith, M.D.	367/003	2.091	\$183,381	\$87,700
1 & 2	06/19/02	BancorpSouth Bank	391/252	2.116	\$130,680	\$61,758
17 & 18	08/19/02	Seymour Land Development	388/052	2.184	\$218,400	\$100,000
6 & 7	08/29/02	Social Security Building Partnership	391/509	2.186	\$308,622	\$141,181
15 & 16	09/09/02	Gulf Coast Oral Surgery Invest.	405/065	2.092	\$333,234	\$159,290
12	08/11/03	Schomowitz, LLC	2004 - 1071	1.092	\$154,594	\$141,570
29 & 30	10/06/03	B. G. Climate Control Warehouse	409/464	2.184	\$261,142	\$119,571
8 & 9	10/09/03	J. P. Group of Biloxi	409/591	2.186	\$309,472	\$141,570
13 & 14	10/31/03	Rickey Chance	411/84	2.071	\$180,177	\$87,000
24	01/12/04	Infinity Homes, Inc.	441/507	1.092	\$154,311	\$141,310
36	02/09/04	Mavex, LLC	2004 - 0761	1.379	\$195,225	\$141,570
22	11/23/04	Stephen Shivers	2004 - 3272	1.092	\$174,720	\$160,000
31	01/06/06	Dr. Jennifer Ray	2006 - 0111	1.063	\$170,000	\$159,925
43	03/24/06	Gulf Coast Oral Surgery Investors, LLC	2006 - 0947	1.092	\$176,000	\$161,172
19 - 21	06/15/06	Dr. Lance Johansen, MD	2006 - 1984	3.262	\$489,440	\$150,043
42	06/14/06	Dr. Jennifer Grayson, MD	2006 - 1964	1.087	\$217,400	\$200,000
35	07/07/06	Kelli's Steps School of Dance, Inc.	2006 - 2250	1.002	\$200,400	\$200,000
33*	08/22/06	Dr. Michael T. Williams, DMD	Not Recorded	1.073	\$214,600	\$200,000
34	08/18/06	PWL Properties, LLC	Not Recorded	1.012	\$202,400	\$200,000
41	09/25/06	Employee Benefit Specialists PA	Not Recorded	1.008	\$201,600	\$200,000
10 & 11	09/25/06	Professional Park Development, LLC	N/A	2.184	\$349,440	\$160,000
22 & 23	09/25/06	Landmark Development, LLC	N/A	1.747	\$349,440	\$200,000
32	12/11/09	Catholic Charities Housing Assoc. of Biloxi, Inc.	2009-2993	0.900	\$235,000	\$261,111
37 - 39	01/18/12	Harrison HMA, LLC		10.000	\$1,760,000	\$176,000
33	04/23/12	T-C Properties, LLC		1.073	Unknown	N/A

*Subsequently sold the Lot 33 back to the HCDC.

As can be seen, sales in the park started at a fairly rapid pace followed by periods of inactivity and then surges. Sales continued at a moderate pace through 2004 and then following an appraisal that set the lot prices at market prices in 2005, there was a year of no activity. However, lots began selling again in 2006 and before the end of that year, the park was approximately 85% sold out. Only 1 lot has sold since that time, but the last three sold to one buyer in the first quarter of 2012. Overall, the sales of the lots occurred at a pace of 3.63 per year, or 0.91 per quarter. All but 4 of the lots actually sold prior to the end of 2006. Analyzing the lot sales over this period yields a significantly, greater sales pace of 6.33 lots per year or 1.52 per quarter. It is our opinion that this property is the most comparable to the subject property.

Peoples Plaza Subdivision:

This small, 11-lot office park subdivision is located along the north side of Pass Road, east of Big Lake Road. These lots are double-loaded along Marcia Court while 5 of the lots also have frontage along Pass Road. Nine of the lots have been sold although only 5 of those lots have been developed. As can be seen in the schedule of sales below, most of the activity occurred through 2008; however, one sale occurred as recently as the 2nd Quarter of 2015. No sales have transpired since that time.

Peoples Plaza Subdivision						
Lot(s)	Sale	Grantee	Deed Reference	Area (Acres)	Sales Price	Price per Acre
1	12/31/01	MHG Development Foundation, Inc.	2001-3199-J2	0.761	Unknown	N/A
2	08/30/02	McVadon & Associates, Inc.	2002-2402-J2	0.639	Unknown	N/A
3-4	03/26/03	McVadon & Associates, Inc.	2003-776-J2	1.196	Unknown	N/A
5	07/15/03	CS Med Analysis, LLC	2003-1836-J2	0.589	\$145,000	\$246,351
8	11/15/05	Hunter J. Phillips, III MD PLLC	2005-6839-J2	0.654	Unknown	N/A
10	01/09/06	Christopher A. Davis	2006-156-J2	0.910	\$315,000	\$346,150
11	10/15/07	Vincent L. and Patricia A. Mitchell	2007-4056-J2	0.996	Unknown	N/A
6	04/02/08	David J. Machodo	2008-1162-J2	0.718	\$281,450	\$392,068
3	05/05/15	Christopher A. Davis	2015-1116-J2	0.594	Unknown	N/A

The table summarizes the lot sales from the Peoples Plaza Subdivision and shows a fairly slow pace of sales throughout its history. Beginning in the 4th Quarter of 2001, they essentially sold at 1 per year. Overall (through 2013), the pace is equivalent to 0.67 per year, or 0.17 per quarter. This development could offer some insight into the absorption rate at the subject property, but it is our opinion that the location is ultimately inferior since this portion of Biloxi had not been experiencing any significant growth in the past few years, and most importantly, since lots cannot be sold for any type of retail development. This information is not particularly relevant to the absorption rate at the subject property given the length of time in between the majority of the sales and the most recent sale.

North Bay Professional Park, Phase 2:

Although this property officially has two phases, none of the lots in phase 1 were ever sold, and phase 2 was essentially a re-plat of land that the developer has previously planned for something else. This commercial subdivision is located near Biloxi Commerce Park west of Cedar Lake Road and having frontage on Popp's Ferry Road and Medical Park Drive. At the beginning of this development, it had different zoning from the Biloxi Commerce Park (BCP), so the developer was asking for significantly higher prices than the prices at the BCP. After the BCP was eventually re-zoned allowing for similar uses, the prices were not raised significantly. It is our opinion that this is the primary factor that kept this property from taking off, and ultimately the recession played a role as well.

North Bay Professional Park, Phase 2						
Lot(s)	Date of Sale	Grantee	Deed Reference	Area (Acres)	Sales Price	Price per Acre
3	04/23/04	Roy Anderson Corp	2004-2838-J2	1.019	\$350,000	\$343,471
4	10/14/05	B & E Properties, LLC	2005-6539-J2	1.017	\$350,000	\$344,146
2	12/13/05	Gulf Coast Produce Distributors, Inc	2005-7105-J2	0.997	\$440,000	\$441,327
5	07/10/06	The Peoples Bank Biloxi Mississippi	2006-2260-J2	2.048	Unknown	N/A
9	10/06/06	Medical Arts Pharmacy, Inc.	2006-4140-J2	0.894	\$400,000	\$447,423
13	01/18/14	Handy Lock of Biloxi, LLC	2014-118-D-J2	2.410	Confidential	N/A

The first sale was made in the 2nd Quarter of 2004, where soon after, Peoples Bank opened a branch. The most recent sale occurred in the 1st Quarter of 2014; a self-storage facility was built on this lot. One other building was constructed in this development, but otherwise, no construction has occurred on the lots that have been sold. Overall, the pace is less than 0.69 per year or 0.17 per quarter with no sales since that first quarter in 2014. While this development could offer some insight into the absorption rate at the subject property because of its zoning, which would allow for office, restaurant, and retail use, we are not placing a significant amount of weight on this

project since we anticipate a more positive outcome at the subject property. As with the absorption rate in the People's Plaza, this information is not particularly relevant to the absorption rate at the subject property given the length of time in between the majority of the sales and the most recent sale.

Absorption Rate Conclusions

We are projecting an overall absorption rate that is somewhat above the rates of the Peoples Plaza Subdivision and the North Bay Professional Park, Phase 2, but moderately below the rate seen at the Biloxi Commerce Park and significantly below the rate experienced at the Promenade D'Iberville. We estimate that the pace will level out somewhat at a pace of essentially 1 lot sale every other quarter for a total time of 6.75 years. With the sales of 14 lots, this is equivalent to an overall pace of approximately 2 lots per year.

Deductions from Gross Proceeds – Singing River Mall Redevelopment

Development Costs – The costs regarding demolition have already occurred and are therefore not relevant to this appraisal, as they occurred several years in the past.

In addition to demolition costs, the owners were obligated to lease a portion of the former mall to JC Penney until 2015. After much negotiation, the owners worked out a buyout of the remainder of the lease. According to Mr. Redding, the payout occurred early in 2014. Since this occurred prior to the effective date of the appraisal, no deduction is necessary for this analysis.

Sales and Administrative Expenses – These costs include telephone expenses, supplies, salaries for staff and management, on-site office facilities (where appropriate), maintenance, appraisal fees, accounting fees, and similar expenses involved in the day-to-day operations. Administrative expenses normally range between 2.0 to 6.0 percent of gross sales. Total sales expenses are estimated at 6.0% of the total gross proceeds.

Real Estate Taxes – In a development analysis, typically real estate taxes would be paid on unsold lots, and the assessments typically change from a raw land assessment to individual lots at the time of platting. However, this situation is quite different from the normal development sellout analysis. Real estate taxes due for the tax year 2020 are \$24,131.68. Since it would be extremely difficult to project exactly how the real estate taxes would be handled, we have broken it down to an annual amount of \$457.25 per acre for each of the hypothetical lots; taxes are deducted annually and are reduced as the lots are sold.

Entrepreneurial Incentive – Entrepreneurial incentive is inherent in any real estate venture and varies considerably by property type. Since the valuation in the Development Approach is based upon sales of individual lots to end-users, an entrepreneurial incentive is normally shown as a deduction from the total gross sellout amount before discounting the proceeds back to present value. Based upon our discussions with local Realtors and developers such as Doug Molyneaux, participants would likely start a project similar to the subject if they could reasonably expect to earn (as the incentive) a margin of 10% to 20%.

Discount Rate Analysis and Selection

The net proceeds after profit must be discounted back to the date of appraisal to yield a present worth of the income stream. Discounting is based on the concept of time and preference, wherein it is assumed that money received at present is always preferable and worth more than future receipts. Conversely, it may also be said that payments received in the future are worth something less than the equal or nominal amount received today. Most of the financial markets in the modern world are operating on this basic premise, and each offers similar examples of this preference and discounting in the structuring of leases, mortgages, options, and nearly all income property transactions in general.

Several methods are available to the appraiser for estimating or selecting the appropriate discount rate to be utilized. The most accurate and preferable method would be the extraction of the discount rate directly from transactions of highly comparable properties. However, ample and adequate data is important to render an accurate indication of the appropriate discount rate; and, in the analysis of most development-type properties similar to the subject, this data is not readily available from the market.

Numerous publications track the investment criteria of major real estate investors. One of the more reliable sources is the *Real Estate Investor Surveys* as published by PricewaterhouseCoopers (formerly The Korpacz Organization). Their Second Quarter 2021 survey shows that discount rates (IRR, or internal rate of return) for the National Development Land market – the closest market segment surveyed to the subject property – range from 10.00% to 25.00%, with an average of 16.70%. This average is up 110 basis points from the Fourth Quarter of 2020. (Unlike most of the investment criteria examined in the Korpacz survey, which is published quarterly, the National Development Land market is analyzed semi-annually). However, this data is only a representative sample and does not apply to all development land types.

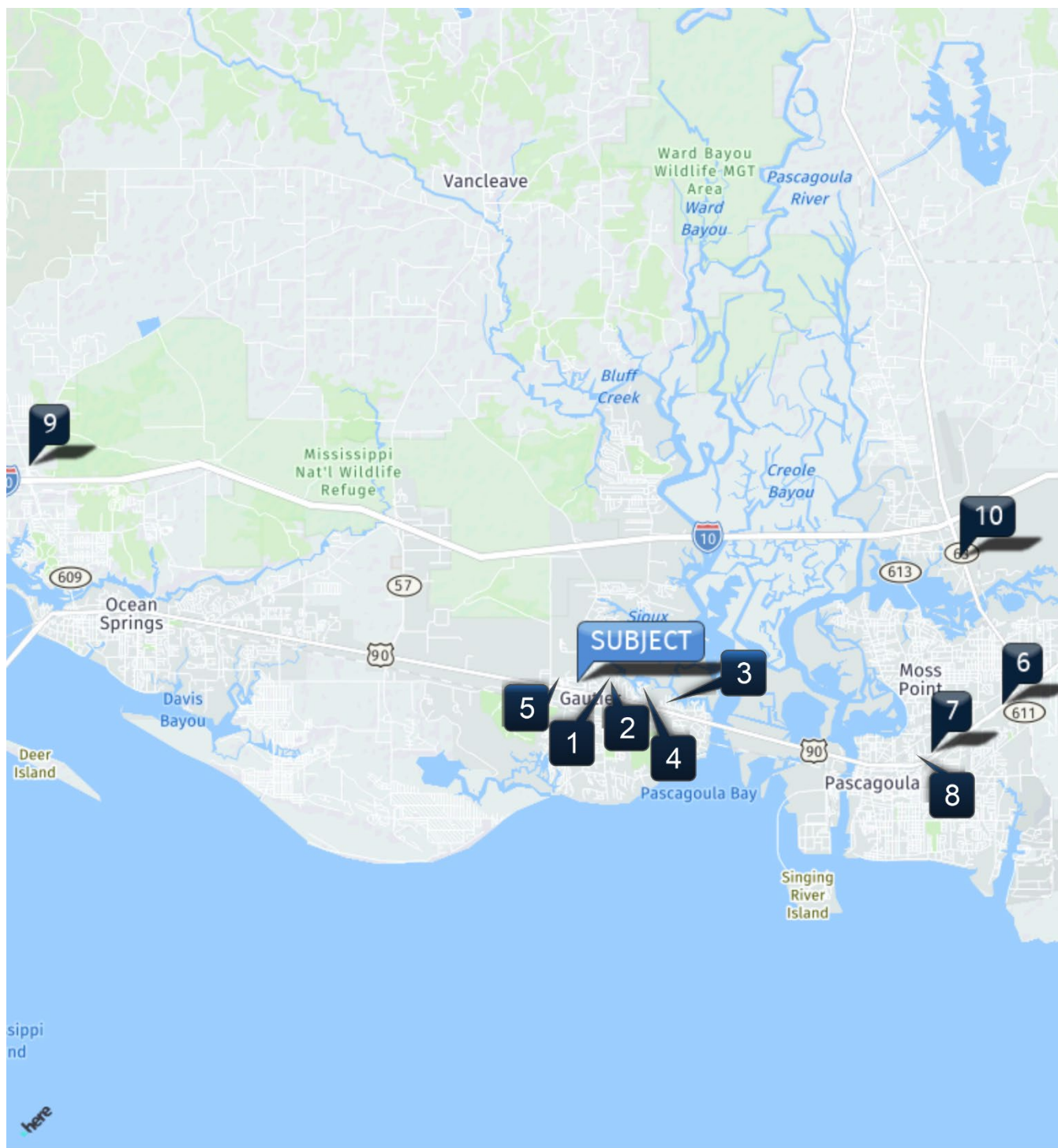
Most of the investment criteria utilized in this survey are taken from major investors that tend to concentrate on first-tier and second-tier metropolitan areas. Additionally, most of the data in the Korpacz survey is focused on improved commercial properties – apartment, office, retail and industrial properties – rather than subdivisions. Thus, it is reasonable to compare institutional versus the non-institutional-grade investment criteria among the improved properties, which are also indicative of the appeal of this property in the national and regional real estate market. In the same Second Quarter 2021 survey, the average discount rates range from 5.0% to 10.5% for various institutional-grade markets, while the averages range from 25 to 275 basis points higher for non-institutional-grade markets of the same categories of improved commercial properties.

We have included a 12.5% entrepreneurial incentive deduction in our presentation of the net proceeds from the sellout in deriving the “As Is” fair market value of the subject. Had we not included entrepreneurial incentives in costs associated with a sellout, the discount rate would be toward the upper end of the range for the National Development Land market.

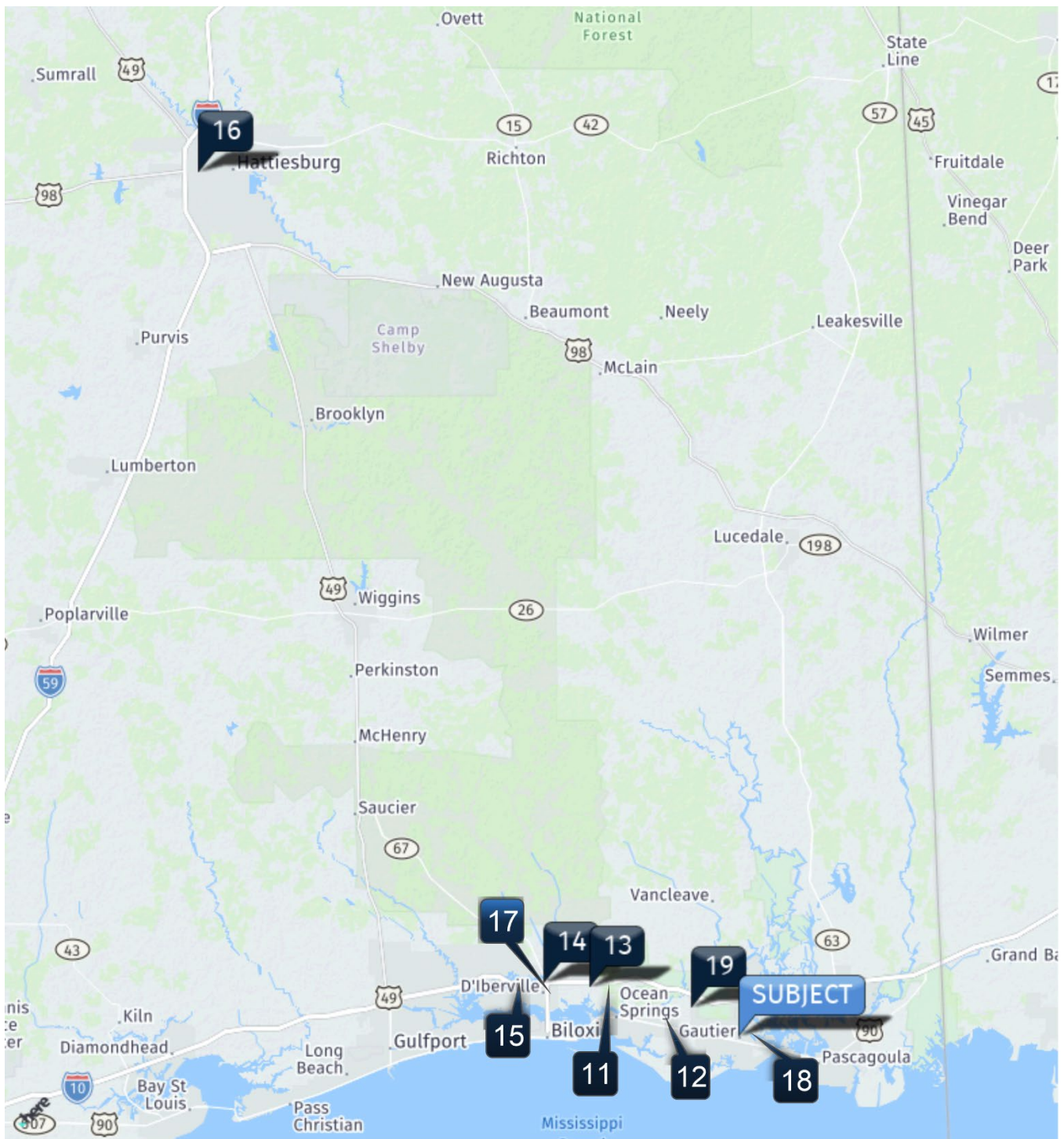
Based on the associated risk of the subject property as an investment, as drawn from our analysis of the property type, location, timing, the general nature of the market, and the desirability of the development properties of this size and location in the Mississippi Gulf Coast region, a discount rate of 14.00% is appropriate. Adding the entrepreneurial incentive with the discount rate yields a total discounting of 26.5% which is at the upper end of the range of discount rates shown above. Given the landscape of the local market, the location of the subject property within it, and the nature of the redevelopment project, it is our opinion that this is a reasonable discount rate and thus has been applied to the net proceeds shown in the subsequent discounted cash flow analysis.

Estimation of Lot Sellout Prices

We have researched the market in the Mississippi Gulf Coast region for recent sales of similar, commercial lot/land tract sales. Considering that a large number of sales are provided below, the comparable sales are summarized in the two tables below while a location map of Sales 1 through 10 is provided on the following page and a location map of Sales 11 through 19 is provided on the second page following. More detailed descriptions of the comparable sales are included in the addenda.



COMPARABLE	LABEL	ADDRESS	MILES FROM SUBJECT
COMPARABLE 1	1	2235 Highway 90, Gautier, MS, 39553	0.7
COMPARABLE 2	2	Highway 90, Gautier, MS, 39553	0.4
COMPARABLE 3	3	Highway 90, Gautier, MS, 39553	0.7
COMPARABLE 4	4	1608 Highway 90, Gautier, MS, 39553	1.3
COMPARABLE 5	5	Highway 90, Gautier, MS, 39553	0.7
COMPARABLE 6	6	2819 Denny Ave, Pascagoula, MS, 39581	8.7
COMPARABLE 7	7	Hospital Road, Pascagoula, MS, 39567	7.3
COMPARABLE 8	8	Denny Avenue, Pascagoula, MS, 39567	7.2
COMPARABLE 9	9	Tucker Road, Vancleave, MS, 39564	12.0
COMPARABLE 10	10	6103 Highway 63, Moss Point, MS, 39563	8.2



COMPARABLE	LABEL	ADDRESS	MILES FROM SUBJECT
COMPARABLE 1	1	6416 Washington Avenue, St. Martin, MS, 39564	10.7
COMPARABLE 2	2	8000 Bienville Boulevard, Ocean Springs, MS, 39564	5.5
COMPARABLE 3	3	14217 Big Ridge Road West, Biloxi, MS, 39532	11.8
COMPARABLE 4	4	11600 Bobby Eleuterius Blvd, D'Iberville, MS, 39540	15.1
COMPARABLE 5	5	Popps Ferry Road, Biloxi, MS, 39532	16.9
COMPARABLE 6	6	Hardy Street, Hattiesburg, MS, 39401	75.8
COMPARABLE 7	7	Beach Boulevard, Biloxi, MS, 39531	18.5
COMPARABLE 8	8	1600 Highway 90, Gautier, MS, 39553	1.3
COMPARABLE 9	9	Highway 57, Gautier, MS, 39564	4.1

Sales Comparison Approach – (Land) – Before Value

LAND SALES COMPARISON TABLE											
	SUBJECT	COMP 1	COMP 2	COMP 3	COMP 4	COMP 5	COMP 6	COMP 7	COMP 8	COMP 9	COMP 10
Name	Former Singing River Mall	Former Merchants & Marine Bank	Proposed Domino's Pizza Site	-	-	-	-	Future Site of McAlister's Deli	Future site of Cajun Car Wash	-	Capri Center
Address	2800 Highway 90	2235 Highway 90	Highway 90	Highway 90	1608 Highway 90	Highway 90	2819 Denny Ave	Hospital Road	Denny Avenue	Tucker Road	6103 Highway 63
City	Gautier	Gautier	Gautier	Gautier	Gautier	Gautier	Pascagoula	Pascagoula	Pascagoula	Vancleave	Moss Point
State	MS	MS	MS	MS	MS	MS	MS	MS	MS	MS	MS
Zip	39553	39553	39553	39553	39553	39553	39581	39567	39567	39564	39563
County	Jackson	Jackson	Jackson	Jackson	Jackson	Jackson	Jackson	Jackson	Jackson	Jackson	Jackson
SALE INFORMATION											
Transaction Price		\$455,000	\$180,000	\$205,000	\$200,000	\$218,000	\$215,000	\$495,000	\$385,000	\$500,000	\$750,000
Transaction Price \$/SF		\$5.13	\$11.48	\$2.89	\$3.14	\$3.63	\$3.36	\$8.88	\$4.21	\$3.90	\$5.74
Property Rights ¹		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing ²		Conventional	Cash or Equivalent	Cash or Equivalent	Cash or Equivalent	Cash or Equivalent	Cash or Equivalent	Cash or equivalent	Cash or equivalent	Cash or Equivalent	Cash or Equivalent
Sale Conditions ³		Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Expenditures After Sale ⁴		\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Market Conditions ⁵		12/14/2020	12/17/2015	3/29/2019	2/12/2019	1/8/2019	2/14/2017	7/18/2019	12/18/2018	6/15/2020	11/16/2017
Sale Status		Recorded	Recorded	Recorded	Recorded	Recorded	Recorded	Recorded	Recorded	Recorded	Recorded
Recording Number		2003 / 738	1803 / 102	1925 / 684	1920 / 483	1916 / 226	1842 / 51	1941 / 690	1913/836-839	1979 / 832	1868 / 586
Marketing Status		-	-	Open Market	Open Market	Open Market	Open Market	Open Market	Open Market	Open Market	-
Marketing Period (Months)		-	-	19.7 Mos.	0.2 Mos.	34.9 Mos.	9.6 Mos.	2.7 Mos.	33.9 Mos.	21.9 Mos.	-
PHYSICAL INFORMATION											
Square Feet	-	103,237	15,682	71,003	63,598	60,113	64,033	55,757	91,476	128,066	130,593
Acres	-	2.3700	0.3600	1.6300	1.4600	1.3800	1.4700	1.2800	2.1000	2.9400	2.9980
Location	Average	Average	Average	Below Average	Below Average	Below Average	Below Average	Below Average	Average	Average	Average
Access	Average	Average	Average	Average	Average	Average	Average	Average	Average	Average	Average
Exposure	Average	Average	Average	Average	Average	Average	Average	Average	Average	Average	Average
Shape	Irregular	Generally Rectangular	Irregular	Irregular	Irregular	Irregular	Generally Rectangular	Generally Rectangular	Irregular	Irregular	Irregular
Topography	Level	-	Level	Level	Level	Level	Level	Level	Level	Level	Level
Utilities	All Available	All Available	All Available	All Available	All Available	All Available	All Available	All available	All Available	All available	All Available
Zoning	TC	TC	TC	Highway Commercial District	C-3	TCMU	RC	RC	R-C	C-3	C-3
Flood Zone	Zone X (Shaded)	Zone X (Shaded)	Zone X (Unshaded)	Zone X (Unshaded)	Zone AE	Zone X (Shaded)	Zone X (Shaded)	Zone AH	Zone X (Shaded)	Zone X (Unshaded)	Zone AE

LAND SALES COMPARISON TABLE										
SUBJECT	COMP 11	COMP 12	COMP 13	COMP 14	COMP 15	COMP 16	COMP 17	COMP 18	COMP 19	
Name	Former Singing River Mall	Site of a Walmart Neighborhood Market	Future site of Canvas of Ocean Springs	-	Future site of Ray Brandt Nissan (Whole Site)	Future Site of The Blake at Biloxi	Site of The District at Midtown	Site of Proposed Majestic RV Park	-	-
Address	2800 Highway 90	6416 Washington Avenue	8000 Bienville Boulevard	14217 Big Ridge Road West	11600 Bobby Eleuterius Blvd	Popps Ferry Road	Hardy Street	Beach Boulevard	1600 Highway 90	Highway 57
City	Gautier	St. Martin	Ocean Springs	Biloxi	D'Iberville	Biloxi	Hattiesburg	Biloxi	Gautier	Gautier
State	MS	MS	MS	MS	MS	MS	MS	MS	MS	MS
Zip	39553	39564	39564	39532	39540	39532	39401	39531	39553	39564
County	Jackson	Jackson	Jackson	Jackson	Harrison	Harrison	Forrest	Harrison	Jackson	Jackson
SALE INFORMATION										
Transaction Price	\$1,275,600	\$650,000	\$740,000	\$2,096,471	\$1,500,000	\$2,715,000	\$2,950,000	\$300,000	\$150,000	
Transaction Price \$/SF	\$4.00	\$1.35	\$1.75	\$8.74	\$6.89	\$9.06	\$2.97	\$0.65	\$0.32	
Property Rights ¹	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing ²	Cash to seller	Conventional	Cash to Seller	Cash or Equivalent	-	Purchased financed	Cash to seller	Cash to Seller	Cash to Seller	Cash to Seller
Sale Conditions ³	Arm's Length	Arm's Length	Arm's Length	Arm's Length	Arm's length	Arm's-length	Arm's length; REO	Arm's Length	Arm's Length	Arm's Length
Expenditures After Sale ⁴	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Market Conditions ⁵	2/3/2016	12/12/2019	1/20/2021	9/20/2017	7/2/2018	8/25/2016	10/1/2018	2/12/2019	6/22/2017	
Sale Status	Recorded	Recorded	Recorded	Recorded	Recorded	Recorded	Recorded	Recorded	Recorded	Recorded
Recording Number	1806/827	201927577	2008 / 33	2017-2335-D-J2	2018-1503-D-J2	1236 / 203	2018-0002308-D-J2	1920 / 479	1855 / 797	
Marketing Status	-	Open Market	-	Unknown	Unknown	-	Open Market	Open Market	-	-
Marketing Period (Months)	-	9.7 Mos.	-	-	-	-	35.3 Mos.	36.5 Mos.	-	-
PHYSICAL INFORMATION										
Square Feet	-	318,900	557,568	423,403	239,908	217,800	299,625	993,168	463,914	470,884
Acres	-	7.3209	12.8000	9.7200	5.5075	5.0000	6.8784	22.8000	10.6500	10.8100
Location	Average	Below Average	Below Average	Good	Average	Good	Very Good	Good	Very Good	Average
Access	Average	Average	Average	Average	Average	Average	Average	Average	Average	Average
Exposure	Average	Average	Average	Average	Average	Average	Average	Average	Average	Average
Shape	Irregular	Irregular	Trapezoid	Rectangular	Irregular	Rectangular	Irregular	Irregular	Irregular	Generally Rectangular
Topography	Level	Level	Level	Level to Sloping	Level	Level	Rolling	Rolling	Level	Level
Zoning	TC	C-2	CH, RM-2	C-3	C-3D (ID-D)	NB	MX-3, MX-4, MX-5, and EM-2	CB	MURC-1	Highway Commercial & Agricultural

Explanation of Adjustment-(Land)

(Before and After)

Before Value –Conclusion of Land Sales:

Considering the variety of lots at the subject property, it is somewhat difficult to pin down all of the characteristics of each lot or land tract. Nevertheless, we have found a fair number and variety of sales applicable to this appraisal dating from fairly recent (January of 2021) to sales that were consummated a considerable length of time ago (December of 2015), not including the lot sales previously included in the absorption rate analysis that span many years. The above sales have been organized in the two tables with smaller sized lots in the first table (Comparable 1 – 10) and larger sized tracts in the second table (Comparable 11 – 19). Within this analysis, emphasis was placed on the similarity of location and size. For the smaller sized lots, Comparables 3, 4, 5, 6, and 9 are considered to be inferior to the subject property. Emphasis was placed on Comparables 1, 2, and 7 as they are thought to be the most comparable. Comparable 10 was purchased as a site for an automotive dealership and required the demolition of existing improvements an accurate cost of which we were unable to acquire. For analytical purposes, this sale has been included, but the effective purchase price is higher than the transactional price reported. For the larger tracts, Comparables 12, 13, 18, and 19 are thought to be inferior to the subject property, while Comparables 14 and 16 are prime retail sites within their respective localities and are vastly superior to the subject property, thus setting the high end of the range.

Based upon our analysis of the above sales, our opinion of lot sellout prices is summarized below. We refer to the map provided earlier in this section for the approximate location of the respective lots within the subject property.

SINGING RIVER MALL - REDEVELOPMENT - LOT SUMMARY					
LOT #	LOT TYPE	SQUARE FEET	ACRES	RETAIL PRICE/SF	RETAIL PRICE
Lot 1	Outparcel	75,000	1.72	7.25	\$543,750
Lot 2	Outparcel	70,500	1.62	7.25	\$511,125
Lot 3	Outparcel	55,000	1.26	7.25	\$398,750
Lot 4	Outparcel	55,000	1.26	7.25	\$398,750
Lot 5	Retail/Commercial	110,000	2.53	5.50	\$605,000
Lot 6	Retail/Commercial	145,000	3.33	4.75	\$688,750
Lot 7	Retail/Commercial	167,500	3.85	4.75	\$795,625
Lot 8	Outparcel	80,000	1.84	7.00	\$560,000
Lot 9	Retail/Commercial	296,500	6.81	4.00	\$1,186,000
Lot 10-A	Retail/Commercial	217,800	5.00	4.00	\$871,200
Lot 10-B	Retail/Commercial	217,800	5.00	4.00	\$871,200
Lot 10-C	Retail/Commercial	217,800	5.00	4.00	\$871,200
Lot 11	Retail/Commercial	135,000	3.10	4.75	\$641,250
Lot 12	Retail/Commercial	155,000	3.56	4.75	\$736,250
Lot 13	Retail/Commercial	146,000	3.35	4.75	\$693,500
Lot 14	Retail/Commercial	155,022	3.56	4.75	\$736,355

As-Is” Valuation Schedules – Singing River Mall Redevelopment

The following summarizes the net proceeds from lot sales in the subdivision on the subject property, followed by the appropriate discounted cash flow summary tables. The Federal Reserve targets inflation rates at around 2% annually. In line with this typical rate of inflation over time, we have applied a 2% inflation rate to the gross sellout amounts for the lots moving forward. The expenses tied to a percentage of the gross sellout, i.e., sale and administrative expenses and entrepreneurial profit, do not require an additional adjustment.

NET PROCEEDS FROM LOT SALES									
YEAR		FY1	FY2	FY3	FY4	FY5	FY6	FY7	FY8
BEGINNING YEAR		Jul-21	Jul-22	Jul-23	Jul-24	Jul-25	Jul-26	Jul-27	Jul-28
ENDING YEAR		Jun-22	Jun-23	Jun-24	Jun-25	Jun-26	Jun-27	Jun-28	Jun-29
Gross Sellout Amount		\$1,269,950	\$1,368,075	\$1,901,071	\$1,466,934	\$1,182,287	\$1,431,280	\$1,671,647	\$1,625,333
GROSS REVENUE		\$1,269,950	\$1,368,075	\$1,901,071	\$1,466,934	\$1,182,287	\$1,431,280	\$1,671,647	\$1,625,333
Development Costs	\$0.00	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Sales & Administrative	6.0%	\$76,197	\$82,085	\$114,064	\$88,016	\$70,937	\$85,877	\$100,299	\$97,520
Real Estate Taxes		\$21,268	\$18,542	\$13,999	\$11,128	\$8,980	\$6,468	\$3,129	
Entrepreneurial Incentive	12.5%	\$158,744	\$171,009	\$237,634	\$183,367	\$147,786	\$178,910	\$208,956	\$203,167
TOTAL DEDUCTIONS	\$0.00	\$256,209	\$271,636	\$365,697	\$282,511	\$227,703	\$271,255	\$312,384	\$300,687
CASH FLOW BEFORE DEBT SERVICE		\$1,013,741	\$1,096,439	\$1,535,374	\$1,184,424	\$954,584	\$1,160,025	\$1,359,264	\$1,324,646
Implied Capitalization Rate (OAR)		18.43%	19.94%	27.92%	21.53%	17.36%	21.09%	24.71%	24.08%
Cash-on-Cash Return		18.43%	19.94%	27.92%	21.53%	17.36%	21.09%	24.71%	24.08%

Indication of Market Value “As Is” – Singing River Mall Redevelopment

The sum of the discounted net proceeds from unit sales yields the market value “as is” of Singing River Mall via the Development Approach in the before condition. This value is summarized in the following table.

PRESENT VALUE OF CASH FLOW-AS IS				
YEAR	PERIOD	CASH FLOW	DISCOUNT 14%	PRESENT VALUE
1	Jul-21 - Jun-22	\$1,013,741	0.877192982	\$889,247
2	Jul-22 - Jun-23	\$1,096,439	0.769467528	\$843,674
3	Jul-23 - Jun-24	\$1,535,374	0.674971516	\$1,036,334
4	Jul-24 - Jun-25	\$1,184,424	0.592080277	\$701,274
5	Jul-25 - Jun-26	\$954,584	0.519368664	\$495,781
6	Jul-26 - Jun-27	\$1,160,025	0.455586548	\$528,492
7	Jul-27 - Jun-28	\$1,359,264	0.399637323	\$543,212
8	Jul-28 - Jun-29	\$1,324,646	0.350559055	\$464,367
Present Value of Cash Flow		\$10,257,202		\$5,502,380
INDICATED VALUE (ROUNDED TO NEAREST \$100,000)			\$2.39/SF	\$5,500,000

Q Interest

As previously discussed, due to a long-standing operations agreement, Belk, the adjoining property owner, does have some interest in the subject property. Among the interest held in this operations agreement, Belk has a perpetual right to what the agreement refers to as the “ring road” that circles the subject property granting ingress and egress. This portion of the agreement is particularly important because the entrances to the former mall property from the nearby public roadways are not located on Belk’s property. Therefore, this “ring road” is currently Belk’s sole means of accessing their property. According to Paula Yancy with the City of Gautier in an email dated June 15, 2021, access will be provided to the adjoining property. Based on the preliminary redevelopment plans provided to the appraiser, a road remarkably similar to the existing ring road will be put in place. Based on these plans and confirmation from the City of Gautier, this appraisal assumes that access to and from the Belk property will be, for all intents and purposes, the same before and after the acquisition as a part of the project and is therefore not compensable. Belk still retains some interests in the subject property beyond access within the operations and demolition agreements, though a significant number of these interests are in regards to the indoor mall property that was demolished several years ago. Regardless, in order to obtain a clear title as a part of this project, a nominal value of 1% of the subject’s as-is value, or \$55,000, has been placed on Q interest to be acquired. There is an additional interest specifically within the demolition agreement stating the Belk was entitled to the construction of certain exterior improvements to construct a new exterior entrance in place of the northern entrance affected by the demolition project. The value of this construction is above and beyond the nominal value placed on the Q interest. This Cost to Cure is discussed below.

Cost to Cure

As previously discusses, the adjoining property is entitled to the construction of a new entrance a part of the redevelopment of the subject property, as per the signed Demolition Agreement. According to Mr. Phillip Higginbotham, the Senior VP of Estimating for Morgan Construction Company, Inc., an allowance of \$2,050 per linear foot would cover the vertical and horizontal surface of this entrance. Field measurements were taken of the southern entrance to the Belk property, totaling approximately 130 linear feet and the appraiser assumes that the northern entrance would be constructed in a similar fashion to maintain the continuity of the building. This number has been applied to the estimated cost (\$2,050 per liniar foot x 130 LF) and yields a total Cost to Cure of \$266,500.

Summary of Before Values

Total Before Value (Land Only):					
Size	Unit of Measure	Rate			
2,298,922	Sq. Ft. @	\$2.39			
			Per SF =		\$5,500,000
			Value of Q Interest		\$55,000
			Cost to Cure (See Discussion)		\$266,500
				Rd.	\$5,821,500

Summary of After Value:

As the project involves a complete acquisition of the subject property, including the "Q Interest" and any associated Cost to Cure, therefore, an after valuation is not applicable to this assignment.

Final Reconciliation Of Value

	Before	After	Difference
Sales Comparison Approach (Land Only)	N/A	N/A	N/A
Sales Comparison Approach	N/A	N/A	N/A
Cost Approach	N/A	N/A	N/A
Income Approach (Development Approach)	\$5,821,500	\$0	\$5,821,500

Reconciliation	<i>Explain the appropriateness of the approaches, the accuracy of the data and calculations, and the quantity and quality of the data presented relative to the scope of the assignment and the specific appraisal problem.</i>
The appraisal assignment involved the valuation of an approximately 52.78-acre whole tract of vacant land. Due to the nature of the subject property and for reasons previously discussed, the Development Approach was considered to be the most reliable approach to value.	

The difference between the Fair Market Value of the whole tract and the remainder is **\$5,821,500** as of June 8, 2021, and is my opinion of just compensation, for the acquisition of the real property rights described in this appraisal report.

Recommended Distribution Of Final Value Estimate

For Accounting And Acquisition Purposes Only

(To Be Completed After Appraisal Made)

Fee/Leased Fee Interest									
Parcel	Acq. Area		HBU	Land	Improvements Item	Value	Damages Item	Value	Total
Former Singing River Mall	52.78	Acres	Commercial Development	\$130					\$130
									\$0
									\$0
									\$0
									\$0
Totals	53	Acres		\$130		\$0		\$0	\$130

Easements (Permanent / Temporary)									
Parcel	Acq. Area		HBU	Land	Improvements Item	Value	Damages Item	Value	Total
	0.00	Acres		\$0		\$0			\$0
									\$0
									\$0
									\$0
									\$0
Totals	0	Acres		\$0		\$0		\$0	\$0

Quit-Claim Interest / Leasehold									
Parcel	Acq. Area		HBU	Land	Improvements Item	Value	Damages Item	Value	Total
Belk Property	0.00	Acres	Commercial Development	\$55,000			Entrance	\$266,500	\$321,500
									\$0
									\$0
									\$0
Totals	0.00	Acres		\$55,000		\$0		\$266,500	\$321,500

Total of all Interests	\$321,630								
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Addenda

Terms and Definitions

Agency- the Federal Agency, State, State Agency, or person that acquires real property or displaces a person.

Appraisal- *USPAP 2020-2021*, pg. 3 defines an appraisal as the act or process of developing an opinion of value; an opinion of value.

Uneconomic Remnant- a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner.

Total Ownership- the total amount of contiguous property, under the ownership of a single legal entity, as indicated by the map provided to the appraiser by the MDOT for an appraisal assignment.

Whole Tract- that amount of property, within the "Total Ownership", as determined by the appraiser, to be affected by the acquisition. The *whole tract* is defined by the appraiser and may be determined to be the same as the total ownership or some defined area that is less than the "Total Ownership".

Larger Parcel-¹ that tract, or tracts, of land which possesses a unity of ownership and has the same, or an integrated, highest and best use. Elements of consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. Mississippi Case Law recognizes this concept but refers to it by use of the phrases "Highest and Best Use areas" or "Highest and Best Uses" ² Designation of the Larger Parcel, for appraisals performed in connection with the disposal of excess property, may require the adoption of a hypothetical condition regarding "unity of ownership".

Excess Property - "(2)...whenever real property, with the exception of easements for highway purposes, has been acquired by the Mississippi Transportation Commission, in any manner, for public use and in the opinion of the commission all or any part thereof becomes unnecessary for public use, the same shall be declared on the minutes of the commission as excess property and sold at private sale at market value."³

Disposal as used in the appraisal of excess property, "means the sale of real property rights therein, including access or air rights, when no longer needed for highway right-of-way or other uses eligible for funding under Title 23 of the [U.S.] Code"⁴

Fair Market Value - Fair Market Value is value in exchange. It is "the most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress".⁵

Effective Date – The date on which the appraisal or review opinion applies. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "effective date." (Chicago: Appraisal Institute, 2015), PDF e-book

Date of the Report – The date on which the report is transmitted to the client. Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, s.v. "date of the report". (Chicago: Appraisal Institute, 2015), PDF e-book.

¹ The Uniform Appraisal Standards for Federal Land Acquisitions, Interagency Land Acquisition Conference, Published by the Appraisal Institute with the cooperation of the U.S. Department of Justice, Washington, D.C. 2000,

² *Oughton v. Gaddis*, 683 So.2d 390 (Miss. 1996)

³ Mississippi Code of 1972, Annotated, § 65-1-123

⁴ United States Code, 23 CFR 710.105

⁵ *Potters II v. State Highway Comm'n of Mississippi*, 608 So. 2d 1227, 1231 (Miss. 1992).

Highest and Best Use- The best or most valuable use to which the property is adapted. Mere speculative uses cannot be considered. There must be some probability that the land would be used within a reasonable time for the particular use to which it is adapted. There must be a present demand for the land for such purpose or a reasonable expectation of such demand in the near future.⁶

Before and After Rule [Mississippi]- When part of a larger tract of land is taken for public use, the owner should be awarded the difference between the fair market value of the whole tract immediately before the taking, and the fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that is shared by the general public.⁷ Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, will be disregarded in determining the compensation for the property.⁸

Before Value- The fair market value of the whole tract immediately before the taking.⁹

After Value- The fair market value of that remain[ing] immediately after the taking, without considering general benefits or injuries resulting from the use to which the land taken is to be put, that is shared by the general public.

Due Compensation¹⁰- Just Compensation¹¹ the value of the land taken and the damages, if any, which result... as a consequence of the taking, without considering either general benefits or injuries resulting from the use to which the land taken is to be put, shared by the general public.¹²

Damages to Remainder- *[In the context of valuation under the Before and After Rule, it is]* the depreciation in the fair market value of the remaining area, ...that is special, and not such as is common to all the property in the neighborhood.¹³ In determining damages, if any, to the remainder if less than the whole of a defendant's interest in the property is taken, nothing shall be deducted therefrom on account of the supposed benefits incident to the public use for which the petitioner seeks to acquire the property.¹⁴

Cost-to-Cure Damages [the cost or costs associated with] the necessity of rebuilding fences and wells, the necessity of relocating roads, and other similar items. [Such] items are all part of the depreciated value of the property since the landowner is required to do this construction in order to use the property in the manner in which it has been used or for which it is best adapted.¹⁵

Extraordinary Assumption –2020-2021 USPAP, pg. 4, defines extraordinary assumption as an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which if found to be false, could alter the appraiser's opinions or conclusions. Uncertain information might include the physical, legal, or economic characteristic of the subject property; or conditions external to the property, such as market conditions or trends, or the integrity of data used in an analysis.

Hypothetical Condition – 2020-2021 USPAP, pg. 4, defines hypothetical condition as “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for purpose of analysis.” Hypothetical conditions are contrary to known facts about the physical, legal, or economic characteristic of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

⁶ *MSHC v. Brooks*, 123 So.2d 423, 427 (1960); *MSHC v. Wagley*, 231 So.2d 507 (1970);

⁷ *Potters II v. MSHC*, 608 So. 2d 1227 (Miss. 1992); *MSHC v. Hillman*, 189 Miss. 850, 198 So. 565 (1940)

⁸ Mississippi Code of 1972, Annotated, Section 43-37-3

⁹ *Potters II v. MSHC*, 608 So. 2d 1227 (Miss. 1992); *MSHC v. Hillman*, 189 Miss. 850, 198 So. 565 (1940)

¹⁰ Constitution of Mississippi, Article 3, § 17

¹¹ Mississippi Code of 1972, Annotated, Section 43-37-3

¹² *MSHC v. Hillman*, 198 So. 565;

¹³ *MSHC v. Colonial Inn, Inc.* 149 So.2d 851;

¹⁴ Mississippi Code of 1972, Annotated, Section 11-27-21;

¹⁵ *Emerson v. MSHC*, 208 So.2d 441

Intended User – *USPAP 2020-2021*, pg. 5 defines intended user as the client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser based on communication with the client at the time of the assignment.

Intended Use – *USPAP 2020-2021*, pg. 5 defines intended use as the use(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.

Jurisdictional Exception – *USPAP 2020-2021*, pg. 5 as an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.

Supplemental Standards – requirements issued by government agencies, government-sponsored enterprises, or other entities that establish public policy which add to the purpose, intent, and content of the requirements of USPAP, that have a material effect on the development and reporting of assignment results.

Plottage - the increment of value created when two or more sites are combined to produce greater utility. See also assemblage.

Assemblage - the combining of two or more parcels, usually but not necessarily contiguous, into one ownership or use; the process that creates plottage value. (USPAP, 2002 ed.) See also plottage.

Assemblage Cost - the excess cost incurred to acquire individual adjacent parcels of real estate in single ownership beyond the estimated cost of acquiring similar sites that do not form a specifically desired assemblage.

Scope of Work – “the Scope of Work is a written set of expectations that form an agreement or understanding between the appraiser and the agency as to the specific requirements of the appraisal, resulting in a report to be delivered to the agency by the appraiser. It includes identification of the intended use and intended user; definition of fair market value; statement of assumptions and limiting conditions; and certifications the type and extent of research and analyses in an assignment. Either the appraiser or the agency may recommend modifications to the initial Scope of Work, but both parties must approve changes.”¹⁶

¹⁶ Federal Highway Administration, Guide For Preparing An Appraisal Scope of Work, October, 2005

Photographs (6/8/2021)



1) View along Highway 90



2) View along Highway 90



3) View along the "Ring Road".



4) View of the adjacent Belk Property



5) View of the subject's interior



6) View of the subject's interior

Photographs (6/8/2021)



7) View of the subject's paved parking area



8) View of the subject's paved parking area



9) View of the acquisition area, facing south



10) View of the subject's paved parking area



11) View along the "Ring Road"



12) View along the "Ring Road"

Photographs (6/8/2021)



13) View of the subject interior portion that adjoins the Belk Property



14) View of the subject interior portion that adjoins the Belk Property



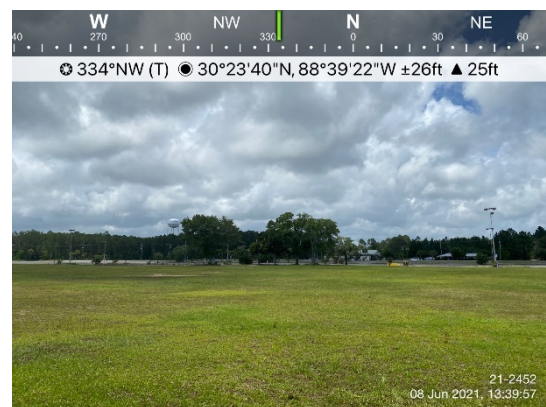
15) View of the subject interior portion that adjoins the Belk Property



16)) View of the subjects interior portions, north of the Belk Property

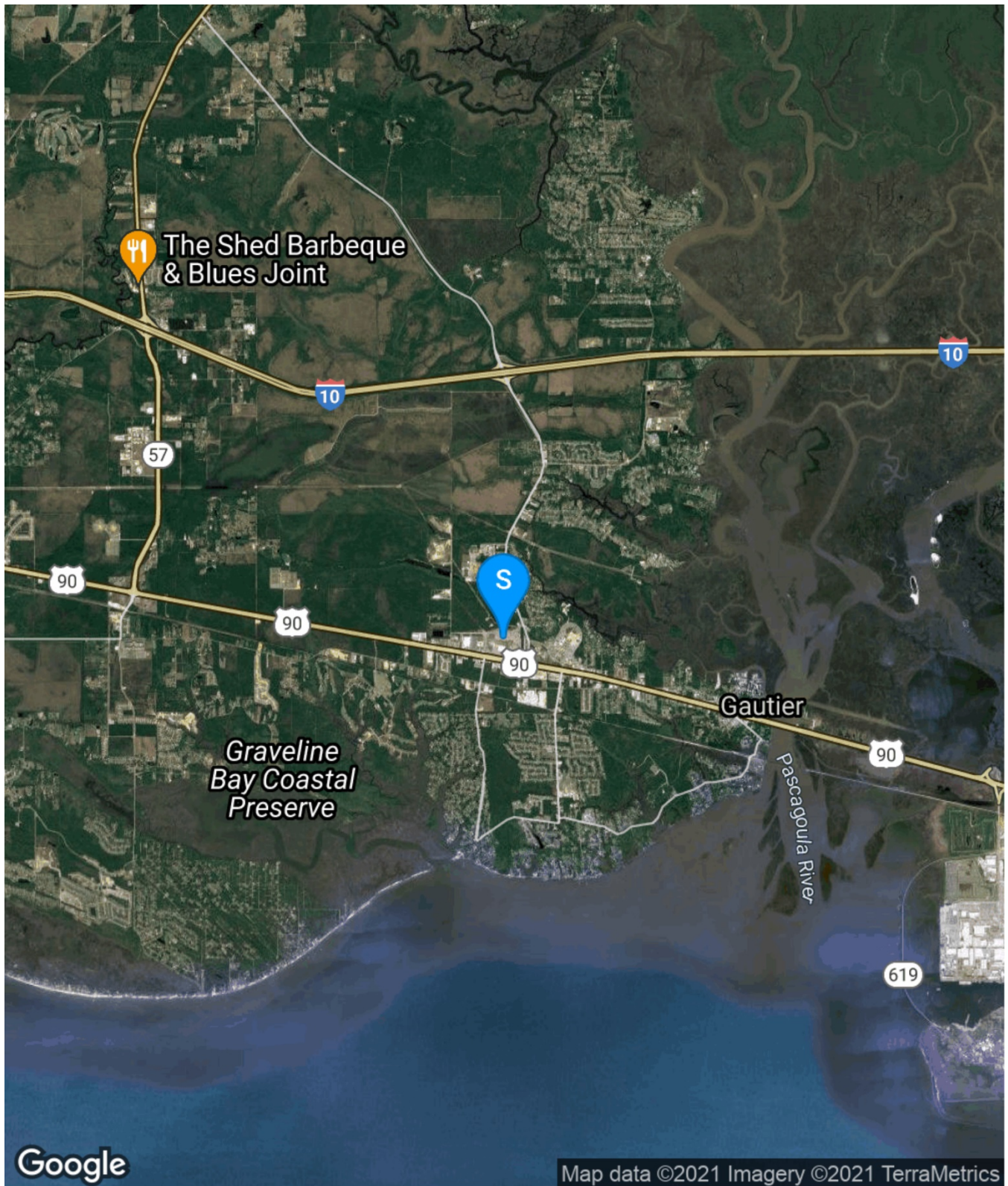


17)) View of the subjects interior portions, north of the Belk Property



18)) View of the subjects interior portions, north of the Belk Property

Location Map



Aerial Photograph (Whole Tract)



Acknowledgement of Appraiser Intern Assistance

In accordance with rules of the Mississippi Real Estate Appraiser Licensing and Certification Board as set forth in Rule 11, Part D, #3, and revisions dated June 15, 2000, per letter from Deputy Director Rick Moon, this appraisal report was prepared with the assistance of an Appraiser Intern. The Appraiser Intern named below:

- May not sign the report or certification,
- May not perform the final value analysis,
- Can assume NO responsibility for the appraisal or report,
- May in no circumstance hold self out as being a licensed appraiser, and
- Perform all appraisal-related activities under the direct supervision of the Certified General Appraiser named below.

In addition to the entries made by the Appraiser Intern and the Certified Appraiser in their respective *"Appraiser Intern Experience Log"*, this page is provided to serve as further documentation of the Appraiser Intern's assistance in the preparation of this appraisal report.

Appraiser Intern

N/A

MAB Registration

Supervising Certified Appraiser

N/A

MAB License #GA-

Date

Legal Description(s)
(attached)

EXHIBIT "A"

Lots 1, 2, 3 and 6, Singing River Mall Subdivision, as per plat thereof recorded in Plat Book 16, Page 20, Records of Plats of Jackson County, Mississippi in the City of Gautier, Jackson County, Mississippi, in U. S. Government Lot 2, Fractional Section 35, Township 7 South, Range 7 West, Jackson County, Mississippi.

ALSO BEING DESCRIBED AS FOLLOWS:

Lots 1 & 6

All of Lots 1 & 6, Block 1, Singing River Mall Subdivision, Gautier, Mississippi as per plat filed in the land records of Jackson County, Mississippi, in Plat Book 16, Page 20, on the 28th day of February, 1980, being located in a portion of U.S. Governmental Lot 2, Jackson County, Mississippi, and being more particularly described as follows to wit:

Commencing at a point where the East line of said Governmental Lot 2 intersects the North right-of-way of U.S. Highway 90, thence North 80°00'00" West along said North right-of-way of U.S. Highway 90 for a distance of 65.32 feet to a point; thence North 00°32'00" West for a distance of 349.16 feet to a ½" iron pin and the POINT OF BEGINNING of the herein described parcel of land.

From said POINT OF BEGINNING, thence South 89°28'00" West for a distance of 22.00 feet to a ½" iron rod and the point of curvature of a curve to the right; thence along a curve to the right having a radius of 160.00 feet, on arc length of 280.74 feet, chord bearing of South 49°44'00" West and a chord distance of 246.09 feet to a score hole; thence North 80°00'00" West for a distance of 171.00 feet to a score hole and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 30.00 feet, an arc length of 47.12 feet, chord bearing of South 55°00'00" West and a chord distance of 42.43 feet to a score hole; thence South 10°00'00" West for a distance of 87.83 feet to a ½" iron pin and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 65.00 feet, an arc length of 33.65 feet, chord bearing of South 04°49'51" East and a chord distance of 33.28 feet to a score hole and a point on the North right-of-way of U.S. Highway 90; thence North 80°00'00" West along said North right-of-way of U.S. Highway 90 for a distance of 91.38 feet to a ¾" iron pipe and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 65.00 feet, an arc length of 33.65 feet, chord bearing of North 24°49'51" East and a chord distance of 33.28 feet to a ¾" iron pipe; thence North 10°00'00" East for a distance of 87.83 feet to a ¾" iron pipe and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 30.00 feet, an arc length of 47.12 feet, chord bearing of North 35°00'00" West and a chord distance of 42.43 feet to a score hole; thence North 80°00'00" West for a distance of 39.01 feet to a score hole and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 105.00 feet, an arc length of 82.47 feet, chord bearing of

South 77°30'00" West and a chord distance of 80.36 feet to a score hole; thence South 55°00'00" West for a distance of 125.80 feet to a score hole; thence South 10°00'00" West for a distance of 30.29 feet to said North right-of-way of U.S. Highway 90 and a ½" iron pin; thence North 80°00'00" West along said North right-of-way of U.S. Highway 90 for a distance of 111.29 feet to a ¾" iron pipe; thence North 10°00'00" East for a distance of 400.00 feet to a PK nail; thence North 80°00'00" West for a distance of 149.29 feet to a point; thence North 10°00'00" East for a distance of 195.04 feet to a point; thence North 80°00'00" West for a distance of 121.50 feet to a point; thence North 10°00'00" East for a distance of 40.00 feet to a point; thence North 80°00'00" West for a distance of 42.08 feet to a point; thence South 10°00'00" West for a distance of 40.00 feet to a point; thence North 80°00'00" West for a distance of 161.50 feet to a point; thence South 10°00'00" West for a distance of 75.04 feet to a point; thence North 80°00'00" West for a distance of 40.04 feet to a point; thence South 10°00'00" West for a distance of 57.00 feet to a point; thence North 80°00'00" West for a distance of 122.75 feet to a PK nail; thence South 10°00'00" West for a distance of 140.00 feet to a PK nail; thence South 80°00'00" East for a distance of 17.83 feet to a PK nail; thence South 10°00'00" West for a distance of 183.11 feet to a PK nail and the point of curvature of a curve to the right; thence along a curve to the right having a radius of 80.00 feet, an arc length of 34.08 feet, chord bearing of South 47°12'14" East and a chord distance of 33.82 feet to a point; thence South 35°00'00" East for a distance of 92.37 feet to the point of curvature of a curve to the right; thence along a curve to the right having a radius of 175.00 feet, an arc length of 20.86 feet, chord bearing of South 38°24'56" East and a chord distance of 20.85 feet to a PK nail; thence South 10°00'00" West for a distance of 42.42 feet to the said North right-of-way of U.S. Highway 90 and a ¾" iron pipe; thence North 80°00'00" West along said North right-of-way of U.S. Highway 90 for a distance of 170.03 feet to a point of curvature of a curve to the left; thence along a curve to the left having a radius of 65.00 feet, an arc length of 33.65 feet, chord bearing of North 24°49'51" East and a chord distance of 33.28 feet to a point; thence North 10°00'00" East for a distance of 82.83 feet to the point of curvature of a curve to the left; thence along a curve to the left having a radius of 30.00 feet, an arc length of 47.12 feet, chord bearing of North 35°00'00" West and a chord distance of 42.43 feet to a point; thence North 80°00'00" West for a distance of 75.83 feet to the point of curvature of a curve to the left; thence along a curve to the left having a radius of 15.00 feet, an arc length of 23.56 feet, chord bearing of South 55°00'00" West and a chord distance of 21.21 feet to a point; thence South 10°00'00" West for a distance of 130.00 feet to a point on said North right of way of U.S. Highway 90; thence along U.S. Highway 90 North 80°00'00" West for a distance of 327.00 feet to a concrete monument located at the intersection of said North right-of-way of U.S. Highway 90 and the East right-of-way of Dolphin Road; thence North 00°09'00" West along said East right-of-way of Dolphin Road for a distance of 710.70 feet to a ½" iron pin; thence continuing along said East right-of-way of Dolphin Road North 05°59'00" West for a distance of 379.00 feet to a ½" iron pin located at the intersection of the South right-of-way of Singing River Road and said East right-of-way of Dolphin Road; thence North 72°32'00" East along said South right-of-way of Singing

River Road for a distance of 715.00 feet to a $\frac{3}{4}$ " iron pipe; thence continuing along said South right-of-way of Singing River Road South 80°00'00" East for a distance of 600.66 feet to a $\frac{3}{4}$ " iron pipe; thence South 10°00'00" West for a distance of 627.71 feet to a point; thence South 80°00'00" East for a distance of 62.00 feet to a point; thence South 10°00'00" West for a distance of 119.96 feet to a point; thence South 80°00'00" East for a distance of 240.08 feet to a point; thence North 10°00'00" East for a distance of 115.00 feet to a point; thence North 55°00'00" East for a distance of 113.97 feet to a PK nail; thence North 10°00'00" East for a distance of 548.43 feet to a point on said South right-of-way of Singing River Road and a $\frac{3}{4}$ " iron pipe and a $\frac{1}{2}$ " iron pin; thence along said South right-of-way of Singing River Road North 57°00'00" East for a distance of 48.72 feet to a $\frac{3}{4}$ " iron pipe; thence South 20°48'00" East for a distance of 79.40 feet to a $\frac{3}{4}$ " iron pipe; thence South 10°00'00" West for a distance of 210.00 feet to a PK nail; thence South 80°00'00" East for a distance of 285.00 feet to a $\frac{1}{2}$ " iron pin; thence South 00°32'00" East for a distance of 917.27 feet to a $\frac{1}{2}$ " iron pin and back to the POINT OF BEGINNING of the herein described parcel of land. Said Parcel being contained in Section 35, Township 7 South, Range 7 West, Jackson County, Mississippi.

LOT 2

Lot 2, Block 1, Singing River Mall Subdivision, Gautier, Mississippi as per plat filed in the land records of Jackson County, Mississippi, in Plat Book 16, Page 20, on the 28th day of February, 1980, being located in a portion of U. S. Governmental Lot 2, Jackson County, Mississippi, and being more particularly described as follows to wit:

Commencing at a point where the East line of said Governmental Lot 2 intersects the North right-of-way of U.S. Highway 90, thence North 80°00'00" West along said North right-of-way of U.S. Highway 90 for a distance of 65.32 feet to a 1" iron rod and the Point of Beginning of the herein described parcel of land.

From said POINT OF BEGINNING, thence North 00°32'00" West for a distance of 349.16 feet to a $\frac{1}{2}$ " iron pin; thence South 89°28'00" West for a distance of 22.00 feet to a $\frac{1}{2}$ " iron rod and the point of curvature of a curve to the right; thence along a curve to the right having a radius 160.00 feet, an arc length of 280.74 feet, chord bearing of South 49°44'00" West and a chord distance of 246.09 feet to a score hole; thence North 80°00'00" West for a distance of 171.00 feet to a score hole and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 30.00 feet, an arc length of 47.12 feet, chord bearing of South 55°00'00" West and a chord distance of 42.43 feet to a score hole; thence South 10°00'00" West for a distance of 87.83 feet to a $\frac{1}{2}$ " iron pin and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 65.00 feet, an arc length of 33.65 feet, chord bearing of South 04°49'51" East and a chord distance of 33.28 feet to a score hole and a point on North right-of-way of U.S. Highway 90; thence South 80°00'00" East along said North right-of-way of U.S. Highway 90 for a distance

of 435.24 feet back to a 1" iron rod and the POINT OF BEGINNING of the herein described parcel of land. Said Parcel being contained in Section 35, Township 7 South, Range 7 West, Jackson County, Mississippi.

LOT-3

Lot 3, Block 1, Singing River Mall Subdivision, Gautier, Mississippi as per plat filed in the land records of Jackson County, Mississippi, in Plat Book 16, Page 20, on the 28th day of February, 1980, being located in a portion of U.S. Governmental Lot 2, Jackson County, Mississippi, and being more particularly described as follows to wit:

Commencing at a point where the East line of said Governmental Lot 2 intersects the North right-of-way of U.S. Highway 90, thence North 80°00'00" West along said North right-of-way of U.S. Highway 90 for a distance of 65.32 feet to a 1" iron rod; thence continue along the North right-of-way of U.S. Highway 90 North 80°00'00" West for a distance of 435.24 feet to a score hole; thence continue along the North right-of-way of U.S. Highway 90 North 80°00'00" West for a distance of 91.38 feet to a ¾" iron pipe and the POINT OF BEGINNING of the herein described parcel of land.

From said POINT OF BEGINNING thence along a curve to the left having a radius of 65.00 feet, an arc length of 33.65 feet, chord bearing of North 24°49'51" East and a chord distance of 33.28 feet to a ¾" iron pipe; thence North 10°00'00" East for a distance of 87.83 feet to a ¾" iron pipe and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 30.00 feet, an arc length of 47.12 feet, chord bearing of North 35°00'00" West and a chord distance of 42.43 feet to a score hole; thence North 80°00'00" West for a distance of 39.01 feet to a score hole and the point of curvature of a curve to the left; thence along a curve to the left having a radius of 105.00 feet, an arc length of 82.47 feet, chord bearing of South 77°30'00" West and a chord distance of 80.36 feet to a score hole; thence South 55°00'00" West for a distance of 125.80 feet to a score hole; thence South 10°00'00" West for a distance of 30.29 feet to said North right-of-way of U.S. Highway 90 and a ½" iron pin; thence South 80°00'00" East along said North right-of-way of U.S. Highway 90 for a distance of 223.69 feet back to a ¾" iron pipe and back to the POINT OF BEGINNING of the herein described parcel of land. Said Parcel being contained in Section 35, Township 7 South, Range 7 West, Jackson County, Mississippi.

That certain parcel of land situated in U. S. Government Lot 2 of Fractional Section 35, Township 7 South, Range 7 West, Jackson County, Mississippi, and more particularly described as follows, to-wit:

Commencing at a point where the East line of said Government Lot 2 intersects the North right-of-way line of U. S. Highway 90; thence run North 80° West along the said North right-of-way line of U. S. Highway 90, a distance of 65.32 feet; thence run North 00°32' West, a distance of 1,266.43 feet; thence run North 80°00' West a distance of 285.00 feet; thence run North 10°00' East, a distance of 210.00 feet; thence run North 20°48' West a distance of 79.40 feet; thence run South 57°00' West a distance of 48.72 feet to the Point of Beginning; thence run South 10° West a distance of 548.43 feet; thence run South 55° West, a distance of 113.97 feet; thence run South 10° West a distance of 115.00 feet; thence run North 80° West, a distance of 240.08 feet; thence run North 10° East, a distance of 119.96 feet; thence run North 80° West a distance of 62.00 feet; thence run North 10° East a distance of 527.51 feet; thence run South 80° East a distance of 279.34 feet; thence run North 57° East a distance of 141.28 feet to the Point of Beginning. Being the same property referred to as Lot 7, Block 1 of Singing River Mall Subdivision, as per plat filed in the Land Records of Jackson County, Mississippi, in Plat Book 16, Page 20.

Parcel II:

All easements, rights, and appurtenances for the benefit of Parcel I granted pursuant to an Operating Agreement by and between McRae's, Inc., H. J. Wilson Co., Inc., and the Singing River Mall Company, dated July 3, 1978, recorded in Land Deed Book 623, Pages 332-406, and on file in the office of the Chancery Clerk of Jackson County, Mississippi, together with any amendments thereto.

The hereinabove described two parcels of land being the same property conveyed to SM Properties Gautier, LLC, a Mississippi limited liability company, by Special Warranty Deed dated December 10, 2003, recorded in Deed Book 1325, Pages 794-797, Land Deed Records of Jackson County, Mississippi.

Date of Agreement: Tuesday, May 18, 2021

Pittman Howdeshell, PLLC
c/o Christopher Howdeshell
Post Office Drawer 17138
Hattiesburg, MS 39404

Global Valuation Services, Inc.
c/o Jason Garner, MAI
Post Office Box 1909
Biloxi, MS 39533

PROFESSIONAL SERVICE AGREEMENT ("Agreement")

This Professional Services Agreement (this "Agreement") is made and entered into on May 18, 2021 (the "Effective Date"), by and between Global Valuation Services, Inc. (an Affiliate Firm of Insight Valuation Services) and Pittman Howdeshell, PLLC with the City of Gautier being the client.

Project Name	Singing River Mall Property
Property Identification	2800 U.S. Highway 90, Gautier, MS 39553
Property Type	Commercial
Interest Valued	Fee Simple subject to the Operating Agreement and Amended Operating Agreement
Intended User(s)	The appraisal will be prepared for the above-mentioned client. Intended users include the client and Pittman Howdeshell, PLLC. <i>Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.</i>
Intended Use	The report to be performed under this Agreement ("Appraisal") is intended to determine the apportionment of the interests between Singing River, LLC and Belk. <i>Note: No other use is intended by Appraiser. The intended use as stated shall be used by Appraiser in determining the appropriate Scope of Work for the assignment.</i>
Type of Value	As-Is Value
Date of Value	Date of Inspection
Report Type	Appraisal Report and Court Appraisal Report for Eminent Domain Proceedings
Level of Analysis	Detailed
Professional Fee	Initial Appraisal - \$4,000; Court Appraisal - \$1,000; Hourly Rate - \$175
Expenses	Fees include all associated expenses.
Payment Terms	Appraiser shall invoice Client for services rendered pursuant to this Agreement based upon the fees specified in this Agreement. Appraiser's invoices are considered due upon receipt by Client and shall be deemed delinquent if not paid within ten (10) days of the date of Appraiser's invoice.
Site Inspection	Interior and exterior observation, on-site

SCOPE OF WORK

Valuation Approaches

Appraiser will provide the Appraisal in accordance with Uniform Standards of Professional Appraisal (USPAP), The Code of Professional Ethics of the Appraisal Institute, Standards of Professional Appraisal Practice of the Appraisal Institute, Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), and State Licensing Laws.

Appraiser will research relevant market data, and perform analysis to the extent necessary to produce credible appraisal results. Appraiser anticipates developing the following valuation approaches:

- ▶ Sales Comparison Approach (Land Valuation)

The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.

Note: Appraiser shall use all approaches necessary to develop a credible opinion of value.

Delivery

4 weeks (effective from date of signed/returned engagement contract)

Number of Reports

One (1) Electronic Final Appraisal

Acceptance Date

These specifications are subject to modification if this Agreement is not accepted within 5 business days from the date of this letter.

PROPERTY DATA REQUEST

Please forward any additional materials you would consider relevant in the analysis of the subject property. Such items may include, as applicable, an accurate property description, site survey, current rent roll, copies of leases, at least three years of historical operating statements, purchase and sale agreement, title report, any environmental reports or other third party reports, or any other sources of information known to exist that may impact the valuation of the property.

Our ability to honor the terms of this Agreement will require Client's response within five (5) business days. If you have questions regarding the enclosed, please feel free to contact me. Insight Valuation Services appreciates this opportunity to be of service to you on this assignment and looks forward to serving you. If you have additional questions, please contact us.

We agree to the above stated terms and authorize Insight Valuation Services to prepare the above referenced appraisal.

_____ Date: _____

City of Gautier

Respectfully,

GLOBAL VALUATION SERVICES, INC.



Jason Garner, MAI

TERMS AND CONDITIONS

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement to, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

SERVICES NOT PROVIDED

The fees set forth in this Agreement apply to the appraisal services rendered by Appraiser as set forth in this Agreement. Unless otherwise specified herein, Appraiser's services for which the fees in this Agreement apply shall not include meetings with persons other than Client or Client's agents or professional advisors; Appraiser's deposition(s) or testimony before judicial, arbitration or administrative tribunals; or any preparation associated with such depositions or testimony. Any additional services performed by Appraiser not set forth in this Agreement will be performed on terms and conditions set forth in an amendment to this Agreement, or in a separate agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery; sworn testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment.

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the Client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time prior to Appraiser's delivery of the Appraisal Report upon written notification to Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the law of the state in which Appraiser's office as specified in this Agreement is located, exclusive of that state's choice of law rules. The parties agree that any legal proceeding brought by either party to interpret or enforce this Agreement, or to enforce an arbitration award entered pursuant to this Agreement, shall be brought in a state or federal court having jurisdiction over the location of Appraiser's office as specified in this Agreement, and the parties hereby waive any objections to the personal jurisdiction of said court.

APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective of Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

NOTICES

Any notice or request required or permitted to be given to any party shall be given in writing and shall be delivered to the receiving party by: a) registered or certified mail, postage prepaid; (b) overnight courier, such as Federal Express, United Parcel Service or equivalent; or (c) hand delivery. The address for delivery of any notice shall be the address for the party as specified in this Agreement, or at such other address as party may designate by written notice to the other party in conformance with this paragraph. Unless otherwise specified herein, notice shall be effective the date it is postmarked or given to a third party for delivery to the receiving party, whether or not the receiving party signs for or accepts delivery of such notice.

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between Appraiser or Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

MEDIATION & ARBITRATION

In the event of a dispute concerning the subject matter of this Agreement, the parties shall in good faith attempt to resolve such dispute by negotiation between the parties' principals, or, if such negotiation is unsuccessful, by mediation conducted by a third-party mediator. If such mediation results in an impasse, the parties shall submit their dispute to binding arbitration. Such mediation or, if necessary, binding arbitration shall be conducted pursuant to

the mediation procedures or the commercial arbitration rules of the American Arbitration Association. Any arbitration shall be conducted in the city in which Appraiser's office as specified herein is located. The parties shall share equally the costs of any mediation. In the event of binding arbitration, the arbitrators shall, in addition to any relief appropriate to be awarded to the prevailing party, enter an award in favor of the prevailing party for that party's costs of the arbitration, including the party's reasonable attorneys' fees and arbitration expenses incurred in prosecuting or defending the arbitration proceeding. Subject to the right of the prevailing party to recover its share of the costs of the arbitration services pursuant to the arbitrator's award, the costs of the arbitration services shall be borne equally by the parties. If the prevailing party seeks judicial confirmation of any arbitration award entered pursuant to this Agreement, the court shall, in addition to any other appropriate relief, enter an award to the prevailing party in such confirmation proceeding for its reasonable attorneys' fees and litigation expenses incurred in confirming or successfully opposing the confirmation of such an award.

SPECIAL OR CONSEQUENTIAL DAMAGES

Neither party shall under any circumstances be liable to the other party for special, exemplary, punitive or consequential damages, including, without limitation, loss of profits or damages proximately caused by loss of use of any property, whether arising from either party's negligence, breach of the Agreement or otherwise, whether or not a party was advised, or knew, of the possibility of such damages, or such possibility was foreseeable by that party. In no event shall Appraiser be liable to Client for any amounts that exceed the fees and costs paid by Client to Appraiser pursuant to this Agreement.

ASSIGNMENT

Neither party may assign this Agreement to a third party without the express written consent of the other party, which the non-assigning party may withhold in its sole discretion. In the event this Agreement is assigned by mutual consent of the parties, it shall become binding on the assigning party's permitted assigns.

SEVERABILITY

In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect. Template for Agreement for Professional Valuation Services

CLIENT'S DUTY TO INDEMNIFY APPRAISER

Client agrees to defend, indemnify and hold harmless Appraiser from any damages, losses or expenses, including attorneys' fees and litigation expenses at trial or on appeal, arising from allegations asserted against Appraiser by any third party that if proven to be true would constitute a breach by Client of any of Client's obligations, representations or warranties made in this Agreement, or any violation by Client of any federal, state or local law, ordinance or regulation, or common law (a "Claim"). In the event of a Claim, Appraiser shall promptly notify Client of such Claim, and shall cooperate with Client in the defense or settlement of any Claim. Client shall have the right to select legal counsel to defend any Claim, provided that Appraiser shall have the right to engage independent counsel at Appraiser's expense to monitor the defense or settlement of any Claim. Client shall have the right to settle any Claim, provided that Appraiser shall have the right to approve any settlement that results in any modification of Appraiser's rights under this Agreement, which approval will not be unreasonably withheld, delayed or conditioned.

CLIENT'S REPRESENTATIONS AND WARRANTIES

Client represents and warrants to Appraiser that (1) Client has all right, power and authority to enter into this Agreement; (2) Client's duties and obligations under this Agreement do not conflict with any other duties or obligations assumed by Client under any agreement between Client and any other party; and (3) Client has not engaged Appraiser, nor will Client use Appraiser's Appraisal Report, for any purposes that violate any federal, state or local law, regulation or ordinance or common law.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Client and Appraiser and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Client and Appraiser. This Agreement includes the following Appendices, which are incorporated into, and made a part of this Agreement:

Appendix A: Extraordinary Assumptions and Hypothetical Conditions contained within the appraisal report

Appendix B: Information Request

JASON GARNER, MAI

P. O. Box 1909, Biloxi, MS 39533 · 228-864-1188

JasonGarner@GlobalValuation.net

EXPERIENCE

01/03 – PRESENT

OWNER, GLOBAL VALUATION SERVICES, INC.

Appraise a variety of commercial and residential real estate as well as vacant land. Specialize in appraising right-of-way projects, “Yellow Book” assignments and conservation easements. Manage all aspects of day to day operations including bidding, development of scope of work and engagement for valuation services and oversight of staff appraisers.

02/12 – PRESENT

CO-OWNER, SAPPHIRE HOMES, LLC DBA SAPPHIRE COMPANIES

Involved in all manners of construction of residential and commercial properties.

01/02 – 01/03

STAFF APPRAISER, MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Trained and practiced in multiple aspects of the Right-of-Way Division including Title, Appraisal, Acquisition, and Relocation.

RESEARCH SCIENTIST AND TECHNOLOGY CONSULTANT, AMERICAN AQUA RESOURCES, INC.

Researched and developed intensive aquaculture procedures associated with the breeding of multiple fish species, care of larval and juvenile fish, and construction of tanks and filters.

DECKHAND, FALCON DRILLING, INC.

Entry level oil field related duties associated with nearshore platform drilling.

EDUCATION

MAY 1998

BACHELOR OF SCIENCE IN MARINE BIOLOGY, FLORIDA INSTITUTE OF TECHNOLOGY

Honor Graduate.

1999 -2000

INDIAN RIVER COMMUNITY COLLEGE

Accounting 1, Accounting 2, Economics

EXPERIENCE

Experience includes appraisal, appraisal review and consulting of complex and non-complex property to be acquired for right-of-way purposes and for other purposes. Property types include residential, agricultural, subdivisions, hotel/motels, convenience stores, industrial buildings, retail buildings, office buildings (including medical offices) and special purpose properties courses and seminars.

- Appraisal Principles
- Appraisal Procedures
- Uniform Standards of Professional Appraisal Practice (Updates every 2 years)
- Real Estate Disclosure
- Basic Income Capitalization
- General Applications
- Advanced Income Capitalization
- Highest and Best Use and Market Analysis
- Advanced Sales Comparison and Cost Approaches
- Report Writing and Analysis
- Advanced Applications
- Uniform Appraisal Standards for Federal Land Acquisitions: Practical Applications
- Condemnation Appraisal: Principle & Applications
- Complex Litigation Appraisal Case Studies
- Litigation Appraising: Specialized Topics and Applications
- The Appraiser as an Expert Witness
- Introduction to Conservation Easement Valuation
- Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets
- Business and Ethics
- Real Estate Disclosure
- Subdivision Valuation
- Residential Green Valuation: Tools for Valuing High Performa
- The Impact of Dodd-Frank on Appraisers & Their Bank Clients
- Form 1004MC: Accurately Analyzing and Reporting Market Rebounds and Declines
- Appraising the Appraisal: Appraisal Review – General
- Loss Prevention for Real Estate Appraisers
- Review Theory – General
- Forest Valuation for Non-Foresters
- Understanding Wetlands in Property Valuation
- Simple Tools for Credible Results
- Forest Valuation for Non-Foresters (Revised)
- Rural Valuation Basics
- Appraisal of Partial Acquisitions
- Easement Valuations
- Supervisory Appraiser/Trainee Appraiser Course

PROFESSIONAL - AFFILIATIONS

- Certified General Real Estate Appraiser in Mississippi and Alabama
- Former Board Member of the Appraisal Institute Mississippi Chapter
- Appraisal Institute Mississippi Chapter – Treasurer (2019)
- Appraisal Institute Mississippi Chapter – Education Chair (2019)
- Designated Member of the Appraisal Institute-MAI
- Member MS Gulf Coast Association of Realtors
- Member of the Mississippi Associated Builders and Contractors
- Former President of the Mississippi Self Storage Association
- Member International Right-of-Way Association

State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISER LICENSING AND
CERTIFICATION BOARD

LICENSE # : GA-773

STATUS: ACTIVE

JASON GARNER

HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED GENERAL APPRAISER

Effective Date:
11/01/2019

Expiration Date:
10/31/2021

SIGNATURE OF LICENSEE
Robert E. Praytor, Administrator

Councilman Colledge made a motion to re-enter open session. Councilman Jackson seconded the motion. The motion carried unanimously.

All actions taken by City Council in executive session were announced to the public by the City Attorney.

Councilman Colledge made a motion to Recess until August 19, 2021 at 5: 30p.m in order to discuss budget matters concerning the City Attorney, City Manager and City Council Members. Councilman Jackson seconded the motion. The motion carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 7, 2021.

Thursday
August 19, 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 19, 2021 at 5:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Casey Vaughan, Council Members Adam Colledge, Richard Jackson, Gordon Gollott, Rusty Anderson and Dante Elbin. Present by teleconference were Councilman Cameron George, Paula Yancey, City Manager; Teresa Montgomery, City Clerk; and Josh Danos, City Attorney.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI CITY
HALL COUNCIL CHAMBERS
August 19, 2021 @ 5:30 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**

Adjourn until September 7, 2021 at 6:30 pm
www.gautier-ms.gov

Meeting was called to order by Mayor Vaughan at 5:30pm.

Councilman Colledge made a motion to approve the agenda, as presented. The motion was seconded by Councilman Gollott, 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 Gollott, and the motion was carried unanimously.

A discussion was held by the Mayor and City Council concerning certain revisions to the City Manager contract.

Councilman George made a motion to revise the City Manager's contract to increase the City Manager's compensation to \$135,000.00/annually. The motion was seconded by Councilman Colledge, and the motion carried 5 to 2. Those voting in favor of the motion were Mayor Vaughan, Councilman Colledge, Councilman George, Councilman Jackson and Councilman Gollott. Those voting against the motion were Councilman Anderson and Councilman Elbin

Amended City Manager Contract
City of Gautier, Mississippi

Section 1. Contract. The City of Gautier hereby agrees to contract with Mrs. Paula Yancey (hereinafter, "City Manager"), as an independent contractor to serve in the position of City Manager in accordance with the terms and provisions of this agreement hereinafter set forth.

Section 2. City Manager Duties. The City Manager shall perform all duties set forth Miss. Code Section 21-9-29, and as outlined herein, in consideration for the Contract Sum to be defined herein:

- (a) Be responsible to the council for the entire administration of the city government;
- (b) Prepare and recommend to the council an annual budget;
- (c) Administer and secure the enforcement of all laws and ordinances of the city;
- (d) Appoint and remove all department heads and other employees of the city, except that notwithstanding any other provisions of this chapter, the council shall appoint the city attorney, the auditor, and the police justice, if any, and the council may, in its discretion, appoint the city clerk and treasurer;
- (e) Supervise and control all department heads and other employees and their subordinates;
- (f) Negotiate contracts and make all purchases for the city, subject to existing laws and subject to the approval of the council;
- (g) See that all terms and conditions imposed in favor of the city or its inhabitants in any statute or municipal ordinance regarding public utility franchises or other contracts are faithfully kept and performed, and upon knowledge of any violation thereof call the same to the attention of the council;
- (h) Make such recommendations to the council as she may deem expedient or necessary;
- (i) Make reports or recommendations to the council upon request, and at least once a year present a written report of his work and the financial condition of the city for the information of the council and of the public; and
- (j) Perform such other duties as may be required by ordinance or resolution of the city council.

Section 3. Contract Sum. The City Manager shall perform all duties set forth above, in consideration for the Contract Sum of \$11,250.00 per month, to be paid on the 15th of each month, beginning in October of 2021.

Section 4. Term of Contract. The term of this contract shall be from the date of execution until such time that the contract is terminated, as described below.

Section 5. Termination of Contract. Either party may terminate this contract by thirty (30) days written notice sent via certified mail. The parties acknowledge and agree that this agreement is terminated when the next elected City Council takes office unless an extension is ratified at the first Council meeting.

Section 6. Miscellaneous.

- a) This Agreement is for independent contractor services, and as such, the City is not required to maintain workers' compensation insurance, health insurance (or any health-based supplemental insurance), or professional liability insurance for the City Manager. The City Manager shall not be entitled to any unemployment benefits upon termination of this Contract, and the City shall not provide any retirement benefits. The City shall, however pay for a public official bond as required by law.
- b) The City shall provide office space at City Hall for the City Manager to perform the duties required herein. The City Manager may also, to the extent necessary, reasonable, and possible, perform her contractual duties from additional locations, if in her judgment, the services she renders will not be adversely affected.
- c) As an independent contractor, the City Manager sets her own hours of work, but will take all reasonable efforts to be available during normal business hours during the work week.
- d) The City Manager is not subject to tax or FICA withholding, but will pay her own self-employment tax.
- e) This Agreement comprises the entire agreement between the parties, and both parties represent that there are no promises or assurances beyond those contained in this document.
- f) The terms of this Agreement may only be amended or modified by written agreement by the parties.
- g) If any provision in this Agreement is deemed unconstitutional, invalid, or unenforceable, all remaining terms remain in effect for the duration of the Agreement, unless otherwise modified.

Casey Vaughan
Mayor of Gautier

Dated: _____

Paula Yancey
City Manager of Gautier

Dated: _____

ATTEST:

Teresa Montgomery
City Clerk of Gautier

A discussion was held by the Mayor and City Council concerning certain revisions to the City Attorney contract.

Councilman Colledge made a motion to revise the City Attorney's contract to increase the City Attorney's compensation to \$135,000.00/annually. The motion was seconded by Councilman Anderson, and the motion was carried unanimously.

**Amended Professional Services Agreement
Legal Services
City of Gautier, Mississippi**

Section 1. Contract. The City hereby agrees to employ the law firm of **Bordis & Danos, PLLC** (hereinafter, “Law Firm”), as City Attorney in accordance with the terms and provisions of this agreement hereinafter set forth.

Section 2. Law Firm Duties under General Retainer. The Law Firm shall perform all duties set forth in this section, in consideration for the “General Retainer” to be defined herein:

- A. Provide general legal counsel to City Council and staff, upon request.
- B. Represent the City in limited administrative hearings and related negotiations, such as Civil Service hearings, etc. (this does not extend to litigation arising from such hearings and/or complaints).
- C. Represent the City in appeals to state court from Council decisions (this does not extend to separate litigation filed against the City as a result of any such decisions).
- D. Maintain a knowledge of legal issues brought to the Law Firm’s attention by the City Council and staff, and be prepared to offer legal opinions thereon.
- E. Prepare, review, amend, and/or approve as legally sufficient, any contractual documents presented to the City Council.
- F. Prepare, review, amend, and/or approve as legally sufficient, any legislative documents considered by the City Council.
- G. Provide legal opinions on municipal procurement activities, when consulted.
- H. Provide legal opinions on federal and state grants, when consulted.
- I. Work with other assigned counsel (such as bond counsel, etc.), municipal departments, governmental agencies, and elected officials, as needed, to address legal inquiries.
- J. Attend work sessions and meetings with City Manager, City Council, and/or staff, when requested.
- K. Report to and receive legal assignments from the City Manager and/or City Council.
- L. Provide advice and interpretation of municipal law as it applies to the City of Gautier, including federal law, state law, and local ordinances.
- M. Attend bi-monthly City Council meetings.
- N. Attend Gautier Planning Commission meetings, upon request.
- O. Act as City Prosecutor each Monday, and handle all appeals resulting from criminal convictions.

The Law Firm duties specifically exclude services pertaining to issuance and maintenance of municipal bonds and/or annexation.

Section 3. Law Firm, Hourly Fees. The Law Firm shall perform all duties set forth in this section, in consideration for the “Hourly Rates” to be defined herein:

a) Handling litigation not covered by liability insurance.

Section 4. Compensation. The Law Firm will be paid a “General Retainer” in the amount of ten thousand dollars (\$11,250.00) each month, to perform all duties listed in Section 2. In consideration for performing duties listed in Section 3, the Law Firm will be paid “Hourly Fees” at a rate of \$185.00/hr. (for attorneys), and \$75.00/hr. (for paralegals). The Hourly Fees shall be paid within 30 days of receipt of an invoice for such services.

Section 5. Reasonable Expenses. The City agrees to pay all reasonable costs and expenses associated with the services defined in Section 2 or 3, including but not limited to postage, filing fees, court costs, service of papers, deposition/transcription costs, appraisals, copying costs, faxes, etc.

Section 6. Term of Contract. The term of this contract is for two years, effective upon the date Council approved the amendment. The term will continue year to year, unless terminated in the manner provided herein.

Section 7. Termination of Contract. Either party may terminate this contract by ninety (90) day written notice sent via certified mail.

Section 8. Miscellaneous.

a) This Agreement is for independent contractor services of the Law Firm, and as such, the City is not required to maintain workers’ compensation insurance, health insurance (or any health-based supplemental insurance), or professional liability insurance for the Law Firm.

b) This Agreement comprises the entire agreement between the parties, and both parties represent that there are no promises or assurances beyond those contained in this document.

c) The terms of this Agreement may only be amended or modified by written agreement by the parties.

d) If any provision in this Agreement is deemed unconstitutional, invalid, or unenforceable, all remaining terms remain in effect for the duration of the Agreement, unless otherwise modified.

Joshua W. Danos
Bordis & Danos, PLLC

Casey Vaughan
Mayor of Gautier

Paula Yancey
City Manager of Gautier

Dated:

Dated:

Dated:

A discussion was held regarding an increase of the Mayor and City Council's compensation. No action was taken on this issue.

Councilman Colledge made a motion to reinstate Robert's Rules of Order following the budget discussion. The motion was seconded by Councilman Gollott, and the motion was carried unanimously.

Councilman Colledge made a motion to adjourn until September 7, 2021 at 6:30pm. The motion was seconded by Councilman Jackson, and the motion was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 7, 2021.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

September 7, 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

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

There came 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 September 7, 2021.

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

September 7, 2021
Authorization to accept the Community Partnership Grant through CenterPoint Energy in the amount of \$2500

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Authorization to accept the Community Partnership Grant through CenterPoint Energy in the amount of \$2500

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the Community Partnership Grant Program was created by CenterPoint Energy in 2003 from donations and provided funding to support more than 1000 projects in communities; and

WHEREAS, for over 145 years CenterPoint has partnered with communities supporting their shared commitment to safety while delivering safe, reliable natural gas; and

WHEREAS, through the grant program, CenterPoint is able to help cities leverage local funds to purchase needed safety equipment or support safety projects that are important to the community; and

WHEREAS, CenterPoint has offered such a grant to the City in the amount of \$2,500.00; and

WHEREAS, the Mayor and Council find that accepting the Community Partnership Grant in the amount of \$2500.00 is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the acceptance of a \$2,500.00 Community Partnership Grant is hereby authorized and approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 7, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 08/19/2021
Subject: Authorization to accept The Community Partnership Grant through CenterPoint Energy in the amount of \$2500

REQUEST:

The City Staff requests City Council authorization to accept a \$2500 Community Partnership Grant through CenterPoint Energy.

BACKGROUND:

Since 2003, The Community Partnership Grant has awarded more than \$2.3 million in donations and provided funding to support more than 1000 projects in communities throughout CenterPoint Energy's service area. Through the grant program, CenterPoint Energy is able to help cities leverage local funds to purchase needed safety equipment or support safety projects that are important to the community.

DISCUSSION:

CenterPoint Energy is pleased to present the City of Gautier with a Community Partnership Grant for \$2500 that will be used to purchase safety-related equipment/items.

RECOMMENDATION:

The City Staff recommends that City Council authorize acceptance of a Community Partnership Grant through CenterPoint Energy, as outlined above.

The City Council may;

- 1) Accept the Community Partnership Grant as presented; or
- 2) Not accept the Community Partnership Grant.

ATTACHMENTS:



Community Partnership Grant

The Community Partnership Grant program offers an opportunity for CenterPoint Energy to invest in the cities we serve. For over 145 years we have partnered with communities supporting our shared commitment to safety while delivering safe, reliable natural gas.

Since 2003, the program has awarded more than \$2.3 million in donations and provided funding to support more than 1000 projects in communities throughout CenterPoint Energy's service area.

Through the grant program, we are able to help cities leverage local funds to purchase needed safety equipment or support safety projects that are important to your community.

We are pleased to present the CITY OF GAUTIER with a Community Partnership grant for \$2500 that will be used to purchase safety-related equipment/items.

Thank you for your efforts to make our community safer.

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

September 7, 2021
Approval of a Business Services Agreement with Sparklight for Wi-Fi and Internet services in the Vehicle Maintenance Shop beginning October 1, 2021.

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000

Summary Explanation: Approval of a Business Services Agreement with Sparklight for Wi-Fi and Internet services in the Vehicle Maintenance Shop beginning October 1, 2021.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the Vehicle Maintenance Shop is in need of internet and Wi-Fi; and

WHEREAS, Sparklight is prepared to run a cable from the road to the Vehicle Maintenance Shop behind City Hall; and

WHEREAS, City Staff requests approval of a 36-month agreement with Sparklight, beginning October 1, 2021, for internet services at a rate of \$125.18 monthly, lease of a modem for \$8.99 monthly, and a \$50.00 one-time installation charge; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the attached Business Service Agreement with Sparklight is hereby approved in substantial form, contingent upon general counsel's review and/or revisions relating to legal requirements.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 7, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 08/19/2021
Subject: Consider a request for approval of Wi-Fi and Internet services in the Vehicle Maintenance Shop beginning October 1, 2021.

REQUEST:

The Planning Director requests City Council Authorization to approve a Business Service Agreement with Sparklight for Wi-Fi and internet service for the Vehicle Maintenance Shop beginning with the new budget on October 1, 2021.

BACKGROUND:

Wi-Fi and Internet services will be needed to run new diagnostic software to be used by the City's Mechanics.

DISCUSSION:

The City will be paying a \$50.00 one-time installation charge and \$125.18 monthly for the services and will lease a modem for \$8.99 a month.

RECOMMENDATION:

The Planning Department recommends that City Council approve a Business Service Agreement with Sparklight for Wi-Fi and Internet services for the Vehicle Maintenance Shop.

City Council may:

Approve a Business Service Agreement with Sparklight; or
Deny a Business Service Agreement with Sparklight.

ATTACHMENTS:

1. Sparklight Agreement

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

September 7, 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

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the 25th 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 Foster's Heating and Air (\$250) and Coldwell Banker Smith Homes, Realtors (\$500) and Heflin Engineering (\$1000); 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 Foster's Heating and Air (\$250) and Coldwell Banker Smith Homes, Realtor (\$500) and Heflin Engineering (\$1,000) 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 September 7, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: 08/31/2021
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. Foster's -\$250
2. Bronze Sponsor - \$500- Coldwell Banker Smith Homes, Realtors
3. Heflin Engineering-\$1,000

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. Heflin, Coldwell and Foster's

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING



COLDWELL BANKER
SMITH HOMES, REALTORS®

COLDWELL BANKER SMITH HOMES, REALTORS
PO Box 819
Gautier, MS 39553
228.497.1800

HANCOCK BANK
Gautier, MS 39553
85-368/655

21133

8/13/2021

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

Five Hundred and 00/100 DOLLARS

PROTECTED AGAINST FRAUD



CITY OF GAUTIER
P.O. Box 670
Gautier MS 39553





[Signature]

MEMO Acct.# 873118

COLDWELL BANKER SMITH HOMES, REALTORS				21133	
City of Gautier					
Date	Type	Reference	Original Amt.	Balance Due	Payment
8/13/2021	Bill	Bronze	500.00	500.00	500.00
				Check Amount	500.00

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

1254

85-127/842
830

DATE 8/9/21

PAY TO THE ORDER OF City of Gautier \$ **1,000.00**

One Thousand & 00/100 DOLLARS

 **BancorpSouth**
Right Where You Are
800-797-7711

FOR Cruisin Through Decades - Sponsorship

[Signature]

FOSTER'S AIR CONDITIONING AND HEATING, INC.
P.O. BOX 606
GAUTIER, MISSISSIPPI 39553
PHONE: 228/497-2285

124225

85-368/655

8/10/2021

PAY TO THE ORDER OF CITY OF GAUTIER \$ ****250.00**

Two Hundred Fifty and 00/100 DOLLARS

FOSTER'S AIR CONDITIONING AND HEATING, INC.

CITY OF GAUTIER
ATTN: PAULA YANCEY
P O BOX 670
GAUTIER, MS 39553





[Signature]

MEMO CRUSIN THE COAST

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

September 7 ,2021
Authorization to approve and ratify the
Proclamation of Local Emergency and
Continuation Thereof relating to Tropical
Depression and Storm Nine (Hurricane Ida)

Introduced by:
Contact Person/Telephone

City Manager 497-8000

Summary Explanation: Authorization to approve and ratify the Proclamation of Local Emergency and Continuation Thereof relating to Tropical Depression and Storm Nine (Hurricane Ida)

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

**RESOLUTION NUMBER 000-2021
PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY,
AND CONTINUATION THEREOF**

WHEREAS, on August 26, 2021, conditions of extreme peril to the safety of persons and property arose within the City of Gautier, Mississippi; and

WHEREAS, at the time of this proclamation, a severe storm (now known as Hurricane Ida) was moving toward the Gulf Coast of the United States, bringing with it heavy rain and flood threat; and

WHEREAS, the aforesaid conditions of extreme peril warranted and necessitated the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction; and

WHEREAS, on August 26, 2021, Mayor, Casey Vaughan, on behalf of the City of Gautier, Mississippi proclaimed that a local emergency had arisen as a result of the above; and

WHEREAS, on August 29, 2021, Hurricane Ida made landfall on the Louisiana Gulf Coast, causing heavy rain, wind, and flooding in the City of Gautier; and

WHEREAS, the Mayor and Members of the Council of the City of Gautier, Mississippi find and determine that the public interest requires that a state of local emergency be declared as authorized by law;

NOW, THEREFORE, pursuant to Miss. Code Ann. 33-15-17, the Mayor and Members of the Council of the City of Gautier, Mississippi, hereby proclaim, resolve, and approve the Mayor's proclamation that a local emergency existed as of the 26th day of August, and continues as of the 7th day of September, 2021 within the City of Gautier, Mississippi due to the landfall of Hurricane Ida; and

BE IT FURTHER PROCLAIMED AND RESOLVED, that the City shall exercise all powers and authority granted unto it under the laws of the State of Mississippi to address this emergency; and

BE IT FURTHER PROCLAIMED AND RESOLVED, that this state of local emergency shall continue until the next regular meeting of the City Council of the City of Gautier, Mississippi, wherein the same may be ratified, extended, or terminated, if necessary, as provided in the aforesaid statute.

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 7, 2021.

**PROCLAMATION OF LOCAL EMERGENCY,
BY MAYOR CASEY VAUGHAN
REGARDING TROPICAL DEPRESSION & STORM NINE**

WHEREAS, Mayor Casey Vaughan, of the City of Gautier, Mississippi does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City of Gautier, Mississippi due to the impending heavy rain, wind, and flood threat from Tropical Depression and Storm Nine; and

WHEREAS, at the time of the making of this proclamation, Tropical Depression and Storm Nine could potentially reach the Gulf Coast of the United States by Saturday, August 28, 2021, bringing with it heavy rain and flood threat; and

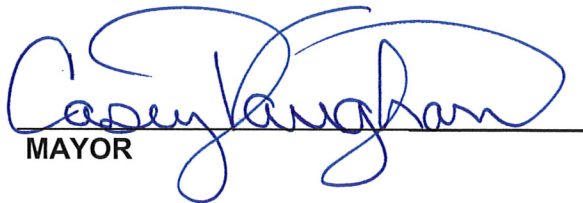
WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction; and

WHEREAS, I find and determine that the public interest requires that I proclaim a state of local emergency as authorized by law; and

NOW, THEREFORE, I, MAYOR CASEY VAUGHAN, HEREBY PROCLAIM that a local emergency exists in the City of Gautier, Mississippi, as of August 26, 2021 due to the impending landfall of Tropical Depression and Storm Nine; and

HEREBY DECLARE, that the City shall exercise all powers and authority granted unto it under the laws of the State of Mississippi to address this emergency; and

BE IT FURTHER PROCLAIMED, that this state of local emergency shall continue until the next regular meeting of the City Council of the City of Gautier, Mississippi, wherein the same may be ratified, extended, or terminated, if necessary, as provided by statute.


MAYOR

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting: September 7, 2021
Title: Approval of water and sewer adjustments dated September 7, 2021 in the amount of \$4,648.92

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

Summary Explanation: Approval of water and sewer adjustments dated September 7, 2021 in the amount of \$4,648.92.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2021

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 September 2021 in the amount of \$4,648.92 is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of September 7, 2021.

[illegible]

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

September 7, 2021
Receive August 2021 Privilege License Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive August 2021 Privilege License Reports

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2021

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 August 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 September 7, 2021.

		City of Gautier		
		Business Registry		
		Aug-21		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
580	2022-08-0007427	Preferred Painters	\$20.00	Current
1656	2022-08-0007428	Southern Sweet Cheeks Boutique	\$20.00	Current
680	2022-08-0007429	Country Gentleman	\$51.00	Current
1731	2022-08-0007430	O'Pinks Sweets Treats	\$20.00	New Business
1006	2022-08-0007431	Infinity & Beyond	\$20.00	Current
565	2022-08-0007432	Baywood Travel	\$20.00	Current
1732	2022-08-0007433	SS Staffing	\$20.00	New Business
1733	2022-08-0007434	Voodoo Tattoo	\$20.00	New Business
1734	2022-08-0007435	Barbara Aguiard Rentals	\$20.00	New Business
857	2022-08-0007436	All God's Children Learning Center	\$30.00	Current
1496	2022-08-0007437	Triple J's Auto Repair	\$20.00	Current
1735	2022-08-0007438	Simple Lawn Service	\$20.00	New Business
1617	2022-08-0007439	Fast Pace Urgent Care	\$20.00	Current
1231	2022-09-0007440	Jeffrey Knight Dentistry	\$20.00	Current
557	2022-09-0007441	Awesome Maint. Janitorial Services	\$20.00	Current
1499	2022-08-0007442	Bunny Bread Store	\$50.00	Current
1282	2022-09-0007443	Jennart Ad Design	\$20.00	Current
1655	2022-07-0007444	MPC Gautier Walk - In Clinic	\$22.00	Current
532	2022-09-0007445	O' Bryant-O'Keefe Funeral Home	\$20.00	Current
1383	2022-09-0007446	B & D Plastics	\$150.00	Current
1170	2022-09-0007447	Grand View Security	\$20.00	Current
1618	2022-08-0007448	Vernis D ' OR	\$20.00	Current
261	2022-09-0007449	Children's Clinic of Gautier	\$20.00	Current
1736	2022-08-0007450	Cajun Clean Car Wash Gautier	\$20.00	New Business
1620	2022-09-0007451	Flynn Consulting & Tutoring	\$20.00	Current
1737	2022-08-0007452	ANJ Trucking	\$20.00	New Business
566	2022-08-0007453	Burnham McKinney Pharmacy	\$62.50	Current
1623	2022-09-0007454	Smoke Zone	\$20.00	Current
792	2022-09-0007455	Santa Maria RV Resort & Marina	\$20.00	Current
1738	2022-08-0007456	Great American Benefits	\$20.00	New Business
935	2022-09-0007457	Salty Water Bed & Breakfast	\$20.00	Current
524	2022-09-0007458	McClure's Comfort Zone	\$20.00	Current
2737	2022-09-0007459	Gulf Coast PDR	\$20.00	Current
1443	2022-08-0007460	Austin Life Consultants	\$20.00	Current
1657	2022-08-0007461	Corazon De La Costa	\$20.00	Current
862	2022-08-0007462	Studio 1 Productions	\$20.00	Current
791	2022-08-0007463	Walgreen Company	\$580.00	Current
786	2022-08-0007464	Gautier Thrift Store	\$20.00	Current
		TOTAL	\$1,565.50	
		New Business	8	
		Transient Vendor	0	
		Closed Business	0	

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
September 7, 2021**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
