AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
February 6, 2024 @ 6:30 PM

I. Call to Order

1. **Prayer**

2. **Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

IV. Presentation Agenda

V. Business Agenda

1. **Approval of the Docket of Claims**

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

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

1. **Approval of Minutes from Recessed Council Meeting held January 16, 2024**

2. **Approval of final closeout documents associated with the completion of the Gautier Head Start Drainage Improvement Project**

3. **Approval to enter into a sub-award agreement with the Mississippi Department of Environmental Quality for Water Quality Improvement Program for the Hickory Hills Rehabilitation**

4. **Approval of Change Order No. 1 to increase the contract amount, pay applications #4 and #5, and final closeout documents for the Jackson County Animal Shelter Water Main Extension**

5. **Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Sanitary Sewer Mains Rehabilitation Phase II**

6. **Sponsorships from Gulf Coast Businesses for City of Gautier 2024 Mardi Gras Tailgate Party**

7. **Authorization to advertise for bids for the Utility Department Vehicles**

8. **Authorization to Advertise for Bid for Utility Department Excavators**

9. **Receive November 2023 Finance Reports**

10. **Approval of water and sewer adjustments for February 2024 in the amount of $28,221.03**

11. **Authorization to remove broken equipment from the City of Gautier's inventory**

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 February 20, 2024 at 6:30pm
www.gautier-ms.gov

CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
February 6, 2024

ITEM DESCRIPTION:

ANNOUNCEMENTS

None

NOTES:

CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
February 6, 2024

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES:

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting:	**February 6, 2024**
Title:	**Approval of the Docket of Claims**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

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

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

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 6, 2024.

Docket of Claims
Release date from 02/06/2024 thru 02/06/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PITNEY BOWES INC PURCHASE POWER	240867	02/06/2024	01/09/2024			1,300.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-607 / POSTAGE METER #6095325			0434-6213	01/21/2024			1,300.00
001	MS DEPT ARCHIVES & HISTORY	240990	02/06/2024	01/22/2024			87.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-279 / RECORD FEES: 4 QTR 2023			12312023	12/31/2023			87.50
001	DELTA COMPUTER SYSTEMS INC	240992	02/06/2024	01/22/2024			665.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-606 / FEB 2024 ACCT SOFTWARE MAINT			DHLMN12531	01/15/2024			470.00
	001-092-606 / FEB 2024 PRIV LIC SW MAINT			DHLMN12532	01/15/2024			195.00
001	CG MPI GO BOND DEBT SERVICE FUND	240994	02/06/2024	01/22/2024			228,655.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-900-969 / BUDGETED TRX: DEBT SERVICE			02012024	02/01/2024			228,655.00
001	M & E FEED & SEED	240996	02/06/2024	01/22/2024			378.93	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-514 / DOG FOOD (7)			747913	01/24/2024			378.93
001	SPARKLIGHT	240997	02/06/2024	01/22/2024			127.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / JAN 2024:POLICE 107718371			01082024	01/07/2024			127.95
001	SPARKLIGHT	240998	02/06/2024	01/22/2024			62.38	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / JAN 2024:CBL BOX#118476316			01082024	01/07/2024			62.38
001	RJ YOUNG COMPANY LLC	241000	02/06/2024	01/22/2024			470.88	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 / GSHZ00-01 RENTAL FEE			INV6719669	01/10/2024			470.88
001	GLOBALSTAR	241007	02/06/2024	01/22/2024			102.77	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 / MONTHLY SERVICE			0063809186	01/16/2024			102.77
001	FUELMAN	241008	02/06/2024	01/22/2024			3,235.33	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-525 / UNL FUEL			NP65780040	01/15/2024			92.03
	001-092-525 / UNL FUEL			NP65780040	01/15/2024			38.33
	001-100-525 / UNL FUEL			NP65780040	01/15/2024			2,340.23
	001-161-525 / UNL&DSL FUEL			NP65780040	01/15/2024			363.67
	001-170-525 / UNL&DSL FUEL			NP65780040	01/15/2024			368.35
	001-205-525 / UNL FUEL			NP65780040	01/15/2024			32.72
001	FUELMAN	241010	02/06/2024	01/22/2024			2,880.83	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-525 / UNL FUEL			NP65803139	01/22/2024			2,267.81
	001-161-525 / UNL&DSL FUEL			NP65803139	01/22/2024			467.77

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FUELMAN	241010	02/06/2024	01/22/2024			2,880.83	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-525 / UNL FUEL			NP65803139	01/22/2024			145.25
001	HAND LAW FIRM PLLC	241022	02/06/2024	01/29/2024			500.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-010-602 / PUBLIC DEFENDER: 219357			01222024	01/23/2024			250.00
	001-010-602 / PUBLIC DEFENDER: 221384			01222024	01/23/2024			250.00
001	ADRIANNE CRAWFORD RHOADS	241023	02/06/2024	01/29/2024			200.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-010-602 / PUBLIC DEFENDER: 221383			2024010419	01/23/2024			200.00
001	WASTE OIL COLLECTORS INC	241024	02/06/2024	01/29/2024			80.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-698 / STOP CHG: PUMP USED OIL			0027511	01/25/2024			80.00
001	AT&T	241042	02/06/2024	01/30/2024			4,316.30	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-605 / MONTHLY SERVICE			2284978000	01/14/2024			4,316.30
001	AT&T	241043	02/06/2024	01/30/2024			38.41	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 / NCIC LINE MONITORING			2284970262	01/14/2024			38.41
001	SPARKLIGHT	241047	02/06/2024	01/30/2024			136.51	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-698 / FEB 2024:GARAGE 134679919			01202024	01/20/2024			136.51
001	SPARKLIGHT	241048	02/06/2024	01/30/2024			85.46	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 / FEB 2024: SFD 122025091			01232024	01/23/2024			85.46
001	SPARKLIGHT	241049	02/06/2024	01/30/2024			85.46	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 / FEB 2024: NFD 122024383			01232024	01/23/2024			85.46
001	SPARKLIGHT	241050	02/06/2024	01/30/2024			95.41	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 / FEB 2024: CFD 122024086			01232024	01/23/2024			95.41
001	SPARKLIGHT	241051	02/06/2024	01/30/2024			230.88	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-698 / FEB 2024: BACOT #135939403			01232024	01/23/2024			230.88
001	C SPIRE WIRELESS	241053	02/06/2024	01/30/2024			1,751.10	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-606 / MODEM DATA PLAN (26) DEC 23			3000848065	01/02/2024			861.12
	001-100-606 / MODEM DATA PLAN (26) JAN 24			3000848065	01/02/2024			889.98

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS MUNICIPAL CLERKS/COLLECTORS ASSOC	241054	02/06/2024	01/30/2024			142.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-682 2024 DUES: MONTGOMERY			01292024	01/29/2024			70.00
	001-040-682 2024 DUES: CUMBEST-DICKERSON			01292024	01/29/2024			70.00
	001-040-682 2024 DUES: FARABEE			01292024	01/29/2024			2.50
001	SEYMOUR ENGINEERING PLLC	241056	02/06/2024	01/30/2024			6,185.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-603 ENG DESIGN: LIFT STN UPG			8983	01/29/2024			6,185.00
001	SOUTH MISSISSIPPI BUSINESS MACHINES INC	241062	02/06/2024	01/30/2024			302.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 MX-M654N SERV AGRMNT (6MO)			452788	01/30/2024			302.00
001	SINGING RIVER ELECTRIC COOPERATIVE	241063	02/06/2024	01/30/2024			10,167.03	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-633 STREET LIGHTING 10054			01182024	01/25/2024			7,051.41
	001-092-631 CITY HALL 10054			01182024	01/25/2024			1,235.08
	001-170-631 FRAZIER PARK 10054			01182024	01/25/2024			63.91
	001-170-631 SENIOR BLDG 10054			01182024	01/25/2024			312.64
	001-170-631 CITY PARK 10054			01182024	01/25/2024			193.52
	001-161-631 CENTRAL FD 10054			01182024	01/25/2024			279.65
	001-092-631 PUBLIC WORKS 10054			01182024	01/25/2024			292.05
	001-092-631 HWY 90 SIGN 10054			01182024	01/25/2024			38.59
	001-201-629 SIGNAL LIGHTS 10054			01182024	01/25/2024			700.18
001	SINGING RIVER ELECTRIC COOPERATIVE	241064	02/06/2024	01/30/2024			663.32	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-631 ROUNDABOUT 102311004			01182024	01/25/2024			30.00
	001-201-633 WM PAYNE 100245001			01182024	01/25/2024			69.15
	001-170-631 BACOT LIGHTS 10137			01192024	01/26/2024			431.02
	001-201-629 SIGNAL LIGHTS 10138			01192024	01/26/2024			133.15
001	SINGING RIVER ELECTRIC COOPERATIVE	241065	02/06/2024	01/30/2024			828.83	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-631 BROW FD 95237002			01152024	01/22/2024			544.18
	001-161-631 MARTIN BLUFF FD 58380001			01162024	01/23/2024			200.07
	001-201-629 SIGNAL LIGHTS 17546			01172024	01/23/2024			39.66
	001-092-631 CITY LIMIT SIGN 17546			01172024	01/23/2024			44.92
001	SINGING RIVER ELECTRIC COOPERATIVE	241066	02/06/2024	01/30/2024			2,108.59	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-631 POLICE STATION 66298004			01182024	01/25/2024			1,184.67
	001-201-629 SIGNAL LIGHT 89113001			01182024	01/25/2024			71.29
	001-170-631 CITY PARK RESTRMS 89912001			01182024	01/25/2024			526.89
	001-201-633 STREET LIGHTS 90345002			01182024	01/25/2024			207.23
	001-092-631 RECORDS BLDG 90790001			01182024	01/25/2024			65.03
	001-170-631 FRAZIER RESTRMS 98546001			01182024	01/25/2024			53.48

Docket of Claims
Release date from 02/06/2024 thru 02/06/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	241067	02/06/2024	01/30/2024			99.20	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-631 SPORTS PAVILION 66582005			01182024	01/25/2024			66.52
	001-170-631 FITNESS TRAIL 109268001			01182024	01/25/2024			32.68
001	SINGING RIVER ELECTRIC COOPERATIVE	241068	02/06/2024	01/30/2024			883.13	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-633 DOLPHIN ST 94987002			01182024	01/25/2024			81.17
	001-201-633 DOLPHIN ST 94988002			01182024	01/25/2024			71.93
	001-201-633 DOLPHIN ST 94989002			01182024	01/25/2024			50.40
	001-201-633 DOLPHIN ST 94990002			01182024	01/25/2024			679.63
001	SINGING RIVER ELECTRIC COOPERATIVE	241069	02/06/2024	01/30/2024			43.96	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-631 BELK SIGN 97127001			01182024	01/25/2024			43.96
001	SINGING RIVER ELECTRIC COOPERATIVE	241070	02/06/2024	01/30/2024			289.49	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-631 SOUTH FD 76008001			01192024	01/26/2024			168.62
	001-170-631 BACOT SPLASHPAD 103751001			01192024	01/26/2024			32.57
	001-170-631 BACOT UPGRADES 113730001			01192024	01/26/2024			58.30
	001-170-631 BACOT 114484001			01192024	01/26/2024			30.00
001	FUELMAN	241077	02/06/2024	01/30/2024			3,803.86	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-525 UNL FUEL			NP65831242	01/29/2024			133.99
	001-100-525 UNL FUEL			NP65831242	01/29/2024			2,501.04
	001-161-525 UNL&DSL FUEL			NP65831242	01/29/2024			537.03
	001-170-525 UNL&DSL FUEL			NP65831242	01/29/2024			447.34
	001-170-525 DSL FUEL			NP65831242	01/29/2024			184.46
001	PRECISION DOOR SERVICE	241090	02/06/2024	01/31/2024			549.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-635 EMERGENCY REPR: WFD BAY DOOR			69895015	01/30/2024			549.00
001	REYNOLDS WHOLESALE CO	241097	02/06/2024	01/31/2024			370.74	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-510 CS MFB TOWELS (4)			76049	01/11/2024	240346		99.80
	001-161-510 CS TISSUE 96 ROLLS			76049	01/11/2024	240346		56.95
	001-161-510 DAWN DETERGENT 38OZ (8)			76049	01/11/2024	240346		55.60
	001-161-510 38X58 CAN LINER 100CT (4)			76049	01/11/2024	240346		139.80
	001-161-510 COMET POWDER 21OZ (11)			76049	01/11/2024	240346		18.59
001	GULF STATES DISTRIBUTORS	241099	02/06/2024	01/31/2024			195.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-587 CS LE132-00 12GA 9 PELLET			1459356-IN	01/16/2024	230237		195.00

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001	SUNBELT FIRE INC	241100	02/06/2024	01/31/2024			125.12	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-638 MIRROR REPL GLASS FULLFACE			8816	01/15/2024	240347		95.12
	001-161-638 FREIGHT: Q-18822			8816	01/15/2024	240347		30.00
001	SHERWIN-WILLIAMS COMPANY	241101	02/06/2024	01/31/2024			209.85	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-635 5G SPR INT SG (5): SR CENTER			1211-9	01/09/2024	240331		209.85
001	GULF COAST ARMY NAVY STORE	241103	02/06/2024	01/31/2024			100.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-535 SWAT DUTY BOOT 12W			487164	01/18/2024	240126		100.00
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	241104	02/06/2024	01/31/2024			300.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-513 MG TAILGATE 4X8 BANNER			2401077	01/25/2024	240375		150.00
	001-170-513 MG TGATE 4X8 SPONSOR BANNER			2401077	01/25/2024	240375		150.00
001	OFFICE DEPOT 1104	241106	02/06/2024	01/31/2024			1,059.98	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-559 LEATHER HB EXEC CHAIR (2)			3506395290	01/22/2024	240369		1,059.98
001	CAMPER CITY TRUCK ACCESS INC	241110	02/06/2024	01/31/2024			289.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-205-559 HITCH 2022 F150: PLANNING			76243	01/19/2024	240378		289.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	241112	02/06/2024	01/31/2024			976.38	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-500 HP 952XL B/C/M/Y 5PK			3556319148	01/04/2024	240307		196.07
	001-170-500 #33 RUBBER BAND 175CT			3556319148	01/04/2024	240307		1.20
	001-170-500 INVISIBLE TAPE 12PK (2)			3556319148	01/04/2024	240307		15.12
	001-040-500 CS COPY PAPER 8.5X11 (10)			3556782196	01/11/2024	240335		444.90
	001-040-500 EXP FILE POCKET LEGAL 10CT			3556782196	01/11/2024	240335		34.40
	001-100-500 CS 8.5X11 COPY PAPER (5)			3557236430	01/18/2024	240356		222.45
	001-100-500 3X3 POP-UP NOTES 12PK			3557236430	01/18/2024	240356		14.49
	001-100-500 INVISIBLE TAPE 6PK			3557236430	01/18/2024	240356		4.59
	001-100-500 PACKING TAPE W/DISP 4PK(2)			3557236430	01/18/2024	240356		21.04
	001-100-500 #33 RUBBER BANDS 600CT			3557236430	01/18/2024	240356		5.12
	001-100-500 10X13 BRN ENVELOPE 100CT			3557236431	01/18/2024	240356		17.00
001	REEVES COMPANY INC	241115	02/06/2024	01/31/2024			41.23	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-535 YD GOLD SERVICE PIN (2)			486214	01/12/2024	240329		36.26
	001-100-535 SHIPPING			486214	01/12/2024	240329		4.97
001	PUBLIC SAFETY ACADEMICS AND CONSULTING	241116	02/06/2024	01/31/2024			600.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-681 ACTIVE SHOOTER: WILLIAMS,J			101285	01/17/2024	240355		300.00
	001-100-681 ACTIVE SHOOTER: HENDERSON,K			101285	01/17/2024	240355		300.00

Docket of Claims
Release date from 02/06/2024 thru 02/06/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AMAZON CAPITAL SERVICE	241119	02/06/2024	01/31/2024			1,211.35	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	TACTICAL PANT 40X32 (3)	19JF4HLQ6P	12/22/2023	240262	149.85
001-100-535	TACTICAL PANT 38X32 (5)	19JF4HLQ6P	12/22/2023	240262	194.95
001-100-535	TACTICAL PANT 40X32 (2)	19JF4HLQ6P	12/22/2023	240262	97.90
001-100-638	CAT 6 20FT CABLE 10PK (6)	1JYQXTDTGT	01/10/2024	240336	310.08
001-170-638	LEFT DS MANUAL MIRROR F250	1K76NC4DPC	01/11/2024	240343	57.95
001-170-635	13"LED WALL SCONCE(6):SR CNTR	1JCGTKKPX3	01/13/2024	240344	197.94
001-100-500	36" SERVER RACK BLK	1GPHVKY67Y	01/19/2024	240374	139.99
001-170-513	HOMEWARD BOUND DVD	1RM9LQ6L6T	01/28/2024	240380	9.99
001-170-513	SUPER MARIO BROS MOVIE DVD	1RM9LQ6L6T	01/28/2024	240380	12.59
001-170-513	STEEL MAGNOLIAS DVD	1RM9LQ6L6T	01/28/2024	240380	5.19
001-170-513	BARBIE DVD	1RM9LQ6L6T	01/28/2024	240380	14.96
001-170-513	TMNT MUTANT MAYHEM DVD	1RM9LQ6L6T	01/28/2024	240380	19.96

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEPT OF FINANCE & ADMIN	241123	02/06/2024	02/01/2024			15,017.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-300	JAN 2024 COURT ASSESSMENTS	01312024	02/01/2024		15,017.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MS DEPT OF PUBLIC SAFETY	241124	02/06/2024	02/01/2024			968.68	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-000-300	JAN 2024 SPECIAL ASSESSMENTS	01312024	02/01/2024		968.68

FUND TOTAL 1 Claims to Checks 49 Total 293,016.34 Manual Held Total 293,016.34

Docket of Claims
Release date from 02/06/2024 thru 02/06/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	PMAM CORPORATION	241091	02/06/2024	01/31/2024			3,250.00	
	Account Number 156-100-799	Description HCM POLICE PROG MGT 1 YR		Invoice # 202401051	Date 01/23/2024	P.O.	Amount	3,250.00

FUND TOTAL 156 Claims to Checks 1 Total 3,250.00 Manual Held Total 3,250.00

Docket of Claims
Release date from 02/06/2024 thru 02/06/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	GOODWYN MILLS & CAWOOD INC	241030	02/06/2024	01/29/2024			1,608.00	_____
	Account Number 171-176-762	Description BIDDING/NEGOTIATION: 50%		Invoice # 2400054	Date 02/21/2024	P.O.	Amount	1,608.00

FUND TOTAL 171 Claims to Checks 1 Total 1,608.00 Manual Held Total 1,608.00

Docket of Claims
Release date from 02/06/2024 thru 02/06/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
173	SEYMOUR ENGINEERING PLLC	241058	02/06/2024	01/30/2024			2,400.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
173-176-762	TOPO SURVEY 50%	8985	01/29/2024		2,400.00

FUND TOTAL 173 Claims to Checks 1 Total 2,400.00 Manual Held Total 2,400.00

Docket of Claims
Release date from 02/06/2024 thru 02/06/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	240979	02/06/2024	01/18/2024			655.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-699 HOSTING FEE JAN 2024			4042	01/15/2024			36.50
	176-170-699 SHOPPING CART			4042	01/15/2024			268.50
	176-170-699 WEBSITE MAINT 12/15-01/14/24			4042	01/15/2024			350.00
176	COCA COLA BOTTLING CO UNITED INC	241025	02/06/2024	01/29/2024			90.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-541 CS 20OZ DR PEPPER (1)			3962635107	01/26/2024			31.00
	176-170-541 CS 20OZ COKE (1)			3962635107	01/26/2024			31.00
	176-170-541 CS 20OZ SPORTS DRINK (1)			3962635107	01/26/2024			28.00
176	GRAND VIEW SECURITY LLC	241026	02/06/2024	01/29/2024			275.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-541 SSP GATE STICKER (50)			2401041080	01/19/2024			275.00
176	SPARKLIGHT	241045	02/06/2024	01/30/2024			222.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-699 FEB 2024:SSP 132698937			01202024	01/20/2024			222.95
176	SPARKLIGHT	241046	02/06/2024	01/30/2024			127.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-699 FEB 2024:SSP 136075116			01202024	01/20/2024			127.95
176	SINGING RIVER ELECTRIC COOPERATIVE	241071	02/06/2024	01/30/2024			3,968.84	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-631 PARK FACILITIES 76854002			01192024	01/26/2024			3,430.00
	176-170-631 HOUSE 76855002			01192024	01/26/2024			55.40
	176-170-631 SSP WELCOME CENTER 108928002			01192024	01/26/2024			453.44
	176-170-631 DUMP STATION 109931001			01192024	01/26/2024			30.00
176	A 1 TERMITE AND PEST CONTROL	241084	02/06/2024	01/31/2024			240.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-699 RENEW-CONTROL ONLY: LOG CABIN			25112	01/30/2024			240.00
176	REYNOLDS WHOLESALE CO	241098	02/06/2024	01/31/2024			1,018.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-559 TWIN JUMBO JR TISSUE DISP(2)			76073	01/18/2024	240357		79.90
	176-170-510 CS JUMBO JR TISSUE (8)			76151	01/29/2024	240399		212.00
	176-170-510 CS MF BROWN TOWELS (4)			76151	01/29/2024	240399		99.80
	176-170-510 38X58 BK CAN LINER 100CT(10)			76151	01/29/2024	240399		349.50
	176-170-510 CS 8" BROWN ROLL TOWELS(6)			76151	01/29/2024	240399		173.70
	176-170-510 GAL PEARL HAND SOAP 4CT(2)			76151	01/29/2024	240399		103.60
176	HENZE ENTERPRISES INC	241105	02/06/2024	01/31/2024			780.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-559 15 TNS #67 LIMESTONE			32591	01/18/2024	240271		780.00

Docket of Claims
Release date from 02/06/2024 thru 02/06/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	CUPIT SIGNS OF MISSISSIPPI INC	241114	02/06/2024	01/31/2024			83.98	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-559 / MTL REFL SIGN(2): SSP DETOUR			36120D	01/31/2024	240342		83.98
176	AMAZON CAPITAL SERVICE	241120	02/06/2024	01/31/2024			15.99	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	176-170-559 / 2PK PUMICE CLN STONE-HANDLE			IDFC4CX7XX	01/13/2024	240345		15.99

FUND TOTAL 176 Claims to Checks 11 Total 7,478.21 Manual Held Total 7,478.21

Docket of Claims
Release date from 02/06/2024 thru 02/06/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
177	SEYMOUR ENGINEERING PLLC	241059	02/06/2024	01/30/2024			13,760.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
177-176-762	ENG DESIGN/BIDDING 60%	8981	01/29/2024		13,760.00

FUND TOTAL 177 Claims to Checks 1 Total 13,760.00 Manual Held Total 13,760.00

Docket of Claims
Release date from 02/06/2024 thru 02/06/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
254	THE PEOPLES BANK	240993	02/06/2024	01/22/2024			228,655.34	

Account Number	Description	Invoice #	Date	P.O.	Amount
254-680-817	MAR 2024 INT: MPI GO BND 3310	MSDVBK19G	12/14/2023		68,790.63
254-680-816	MAR 2024 PRN: MPI GO BND 3310	MSDVBK19G	12/14/2023		160,000.00
254-680-817	LESS GEN FUND #1613 BAL	MSDVBK19G	12/14/2023		-135.29

FUND TOTAL 254 Claims to Checks 1 Total 228,655.34 Manual Held Total 228,655.34

Docket of Claims
Release date from 02/06/2024 thru 02/06/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	FLETCHER CONSTRUCTION CO INC	241027	02/06/2024	01/29/2024			134,785.95	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	304-510-755 / AMPHITHEATER CONST 96%			12	01/24/2024			134,785.95
304	FLETCHER CONSTRUCTION CO INC	241028	02/06/2024	01/29/2024			260,719.87	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	304-510-778 / GREAT LAWN SITE WORK 64%			6	01/23/2024			260,719.87
304	FLETCHER CONSTRUCTION CO INC	241029	02/06/2024	01/29/2024			16,575.00	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	304-510-778 / CONCRETE WORK: INC PLAYGRND			6	01/23/2024			16,575.00
304	SEYMOUR ENGINEERING PLLC	241060	02/06/2024	01/30/2024			19,675.00	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	304-510-763 / TO #6: AMPHITHEATER			8979	01/29/2024			19,675.00
304	SEYMOUR ENGINEERING PLLC	241061	02/06/2024	01/30/2024			36,975.00	_____
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	304-510-762 / TO #7: ENG/ARC DESIGN 70%			8980	01/29/2024			24,825.00
	304-510-763 / TO #7: CONST ADMIN 30%			8980	01/29/2024			5,000.00
	304-510-763 / TO #7: RES PROJ REP 30%			8980	01/29/2024			7,150.00

FUND TOTAL 304 Claims to Checks 5 Total 468,730.82 Manual Held Total 468,730.82

Docket of Claims
Release date from 02/06/2024 thru 02/06/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	241031	02/06/2024	01/29/2024			3,518.00	_____
	Account Number 355-723-763	Description CONSTR PHASE: TRMNT PLANT		Invoice # 41890	Date 01/12/2024	P.O.	Amount	3,518.00

FUND TOTAL 355 Claims to Checks 1 Total 3,518.00 Manual Held Total 3,518.00

Docket of Claims
Release date from 02/06/2024 thru 02/06/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
362	SEYMOUR ENGINEERING PLLC	241057	02/06/2024	01/30/2024			12,000.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
362-600-762	TOPOGRAPHIC SURVEY 50%	8986	01/29/2024		12,000.00

FUND TOTAL 362 Claims to Checks 1 Total 12,000.00 Manual Held Total 12,000.00

Docket of Claims
Release date from 02/06/2024 thru 02/06/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2018-2019 BOND DEBT SERVICE FUND	240972	02/06/2024	01/18/2024			24,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-900-950 FEB 2024: 2018 BOND DS			02012024	02/01/2024			24,000.00
400	2018-2019 BOND DEBT SERVICE FUND	240973	02/06/2024	01/18/2024			32,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-900-950 FEB 2024: 2019 BOND DS			02012024	02/01/2024			32,000.00
400	COG DEPOSITORY ACCOUNT	240974	02/06/2024	01/18/2024			43,427.11	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-680-821 ST LNS #3 90/57 SWR			01092024	01/09/2024			7,877.45
	400-680-822 ST LNS #4 90/57 WTR			01092024	01/09/2024			10,948.67
	400-680-822 ST LNS #4 90/57 SWR			01092024	01/09/2024			9,019.22
	400-680-823 ST LNS #5 ALLEN RD			01092024	01/09/2024			2,149.95
	400-680-824 ST LNS #6 OLD SPAN TR			01092024	01/09/2024			3,765.83
	400-680-825 ST LNS #7 OLD SPAN TR			01092024	01/09/2024			9,665.99
400	COG DEPOSITORY ACCOUNT	240991	02/06/2024	01/22/2024			122,967.97	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-000-104 DEC 2023 GARBAGE PMTS			12312023	12/31/2023			131,186.71
	400-000-104 ADJ NOV REMIT(OVER):FUND TRX			11302023	11/30/2023			-8,218.74
400	AMERICAN TANK MAINTENANCE LLC	240995	02/06/2024	01/22/2024			34,447.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-669 MAINT CONTRACT: LARK ST			27840	10/01/2023			7,435.00
	400-651-669 MAINT CONTRACT: MALL			27850	10/01/2023			9,141.50
	400-651-669 MAINT CONTRACT: MARTIN BLUFF			27860	10/01/2023			6,899.50
	400-651-669 MAINT CONTRACT: CENTRAL STN			27870	10/01/2023			10,015.50
	400-651-669 MAINT CONTRACT: HWY 57			27880	10/01/2023			956.00
400	RJ YOUNG COMPANY LLC	241003	02/06/2024	01/22/2024			234.26	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 GSI100-01 RENTAL FEE			INV6719746	01/10/2024			166.49
	400-650-698 IM CA500 USAGE:B/W			INV6719746	01/10/2024			6.39
	400-650-698 IM C4500 USAGE:COLOR			INV6719746	01/10/2024			61.38
400	AT&T	241006	02/06/2024	01/22/2024			136.60	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-605 MONTHLY SERVICES			2284972276	01/06/2024			136.60
400	FUELMAN	241009	02/06/2024	01/22/2024			105.37	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-525 UNL FUEL			NP65780040	01/15/2024			105.37
400	FUELMAN	241011	02/06/2024	01/22/2024			146.45	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-525 UNL FUEL			NP65803139	01/22/2024			146.45

Docket of Claims
Release date from 02/06/2024 thru 02/06/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	JACKSON COUNTY UTILITY AUTHORITY	241019	02/06/2024	01/29/2024			223,406.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-668 / FEB 2024 TREATMENT CHGS			2433	02/01/2024			223,406.00
400	ANSER	241020	02/06/2024	01/29/2024			882.67	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 / BASE RATE:01/17-02/13/24			277-011724	01/17/2024			585.00
	400-650-698 / PAPER INVOICE FEE			277-011724	01/17/2024			10.00
	400-650-698 / HOLIDAY CHGS			277-011724	01/17/2024			15.00
	400-650-698 / 724 AGENT MTS: 12/20-1/16/24			277-011724	01/17/2024			272.67
400	MISSION COMMUNICATIONS LLC	241021	02/06/2024	01/29/2024			347.40	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-698 / RENEWAL: JR COLLEGE			1083974	01/24/2024			347.40
400	AT&T	241044	02/06/2024	01/30/2024			98.99	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-605 / MONTHY SERVICE			2284975234	01/30/2024			98.99
400	SPARKLIGHT	241052	02/06/2024	01/30/2024			117.11	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 / FEB 2024: UTLY 107663106			01232024	01/23/2024			117.11
400	SEYMOUR ENGINEERING PLLC	241055	02/06/2024	01/30/2024			2,780.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-603 / COOP ENERGY: SHELTER PROJ			8982	01/29/2024			2,500.00
	400-650-603 / RESEARCH DEED/PLAT: STONEGATE			8984	01/29/2024			280.00
400	SINGING RIVER ELECTRIC COOPERATIVE	241072	02/06/2024	01/30/2024			5,805.95	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 / LIFT STATIONS 89627001			01172024	01/23/2024			91.05
	400-651-631 / LIFT STATIONS 89702001			01172024	01/23/2024			30.00
	400-651-631 / LIFT STATIONS 17881			01172024	01/23/2024			3,222.49
	400-651-631 / WATER WELLS 17881			01172024	01/23/2024			2,462.41
400	SINGING RIVER ELECTRIC COOPERATIVE	241073	02/06/2024	01/30/2024			2,293.82	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 / CITY HALL WELL 114046001			01192024	01/25/2024			2,293.82
400	SINGING RIVER ELECTRIC COOPERATIVE	241074	02/06/2024	01/30/2024			5,316.40	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 / LIFT STNS 17875			01192024	01/26/2024			245.16
	400-651-631 / LIFT STNS 17883			01192024	01/26/2024			2,476.21
	400-651-631 / LIFT STNS 17884			01192024	01/26/2024			1,276.01
	400-651-631 / LIFT STNS 114260001			01192024	01/26/2024			1,319.02
400	SINGING RIVER ELECTRIC COOPERATIVE	241075	02/06/2024	01/30/2024			10,543.74	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 / IONIZATION PLANT 99216002			01182024	01/25/2024			361.35
	400-651-631 / LIFT STNS 17882			01182024	01/25/2024			2,181.88

Docket of Claims
Release date from 02/06/2024 thru 02/06/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	241075	02/06/2024	01/30/2024			10,543.74	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 WATER WELLS 17882			01182024	01/25/2024			4,331.56
	400-651-631 CITY HALL SOUTH 17882			01182024	01/25/2024			3,668.95
400	SINGING RIVER ELECTRIC COOPERATIVE	241076	02/06/2024	01/30/2024			3,290.48	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 CARTER RD WTR TNK 109812001			01152024	01/22/2024			31.40
	400-651-631 LIFT STNS 20649			01152024	01/22/2024			1,478.89
	400-651-631 LIFT STNS 28779			01152024	01/22/2024			99.76
	400-651-631 LIFT STNS 20688			01122024	01/18/2024			284.26
	400-651-631 SCHOONER WELL 20688			01122024	01/18/2024			1,396.17
400	FUELMAN	241078	02/06/2024	01/30/2024			235.63	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-525 UNL FUEL			NP65831242	01/29/2024			235.63
400	MISSION COMMUNICATIONS LLC	241085	02/06/2024	01/31/2024			7,780.20	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-698 RENEWAL: ION PLANT 15MIS16089			1084300	01/30/2024			659.40
	400-651-698 RENEWAL: ION PLANT 16MIS18643			1084300	01/30/2024			599.40
	400-651-698 RENEWAL: NEW TANK 20MIS28179			1084300	01/30/2024			563.40
	400-651-698 RENEWAL: CH WELL 22MIS33916			1084300	01/30/2024			563.40
	400-651-698 RENEWAL: LARK WELLS 1 & 6			1084300	01/30/2024			599.40
	400-651-698 RENEWAL: WESTGATE WELL 4			1084300	01/30/2024			599.40
	400-651-698 RENEWAL: MALL TANK & WELL 7			1084300	01/30/2024			599.40
	400-651-698 RENEWAL: OFFICE WELL 8			1084300	01/30/2024			599.40
	400-651-698 RENEWAL: HONDURAS WELL 9			1084300	01/30/2024			599.40
	400-651-698 RENEWAL: BEASLEY WELL 10			1084300	01/30/2024			599.40
	400-651-698 RENEWAL: HWY57 TANK & WELL			1084300	01/30/2024			599.40
	400-651-698 RENEWAL: MARTIN BLUFF TANK			1084300	01/30/2024			599.40
	400-651-698 RENEWAL: CENTRAL STN TANK			1084300	01/30/2024			599.40
400	JACKSON COUNTY TAX COLLECTOR	241092	02/06/2024	01/31/2024			160.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-559 VEHICLE TITLES (16)			01312024	01/31/2024			160.00
400	SOUTHERN PIPE & SUPPLY CO INC	241102	02/06/2024	01/31/2024			6,162.12	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-709 5/8X3/4 BLMJ DIRECT METER(66)			8943156-00	01/03/2024	240287		4,950.00
	400-651-581 C44-33-NL 3/4" PJXPJ CPLG(42)			8904940-01	01/02/2024	240251		1,212.12
400	CONTINENTAL BATTERY COMPANY	241107	02/06/2024	01/31/2024			364.20	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 CB1250-F1 BATT (20): SCADA			3245011024	01/10/2024	240326		364.20
400	CONSOLIDATED PIPE & SUPPLY	241108	02/06/2024	01/31/2024			5,130.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-581 3/4 ADPT (12)			3749003000	01/23/2024	240280		300.00
	400-651-581 2" S40 PVC PIPE (200)			3749003000	01/23/2024	240280		430.00
	400-651-581 3/4X60 3M ELEC TAPE ROLL(20)			3749004000	01/23/2024	240288		25.00
	400-651-581 3/4 MUL P25146R-N BV (8)			3749004000	01/23/2024	240288		680.00
	400-651-581 1 MUL P25146R-N BV (25)			3749004000	01/23/2024	240288		1,750.00

Docket of Claims
Release date from 02/06/2024 thru 02/06/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CONSOLIDATED PIPE & SUPPLY	241108	02/06/2024	01/31/2024			5,130.00	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	3/4 MCDONALD COMP UN LF(25)	3749004000	01/23/2024	240288	800.00
400-651-581	1 MCDONALD COMP UN LF(25)	3749004000	01/23/2024	240288	900.00
400-651-683	STRAW BLANKET 112-1/2 (7)	3740331000	01/23/2024	240361	245.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CENTRAL PIPE SUPPLY-JACKSON	241109	02/06/2024	01/31/2024			1,262.22	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	3/4 MALE ADPT	0357670003	01/12/2024	240257	28.50
400-651-581	3/4 MALE ADPT (8)	0357670004	01/12/2024	240257	228.00
400-651-581	LF BRS STD CPL 1.25 THRD(12)	S100358945	01/12/2024	240327	153.60
400-651-581	FORD BRS CORP STOP 1"(12)	S100358945	01/12/2024	240327	852.12

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	BAY MOTOR WINDING INC	241111	02/06/2024	01/31/2024			576.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	30' MINI FLOAT(12): LS SPARES	0128108	01/30/2024	240358	576.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY ELECTRIC SUPPLY CO	241113	02/06/2024	01/31/2024			259.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	600V 1.5A MIDGET FUSE (20)	PAS/092830	01/12/2024	240339	259.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CORE & MAIN LP	241117	02/06/2024	01/31/2024			9,414.26	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	1-1/4 S40 CPLG HXH (12)	U205769	01/22/2024	240334	7.08
400-651-581	3/4 CORP CCXPJ CTS NL (12)	U205769	01/22/2024	240334	626.16
400-651-581	2X4 BRASS NIPPLE NL (12)	U205769	01/22/2024	240334	274.32
400-651-581	2 KNOCKON COUP (12)	U251391	01/23/2024	240371	301.68
400-651-581	FREIGHT	U251391	01/23/2024	240371	13.78
400-651-581	2 PVC S40 45 (12)	U277602	01/25/2024	240371	26.28
400-651-581	2 S40 MALE ADPT (12)	U277602	01/25/2024	240371	14.28
400-651-581	1 1/4 S40 FE ADPT (12)	U277602	01/25/2024	240371	9.60
400-651-581	1 1/4 S40 CPLG (12)	U277602	01/25/2024	240371	8.16
400-651-581	1 1/2 X 1 PVC S40 BUSH (12)	U277602	01/25/2024	240371	10.20
400-651-581	1.5 X 3/4 PVC S40 BUSH(12)	U277602	01/25/2024	240371	10.20
400-651-581	1 PVC S40 90 (12)	U277602	01/25/2024	240371	7.68
400-651-581	FREIGHT	U277602	01/25/2024	240371	34.28
400-651-581	4 PVC S40 PIPE SWB 20'(640)	U265997	01/25/2024	240379	2,444.80
400-651-581	2 PVC S40 PIPE SWB 20'(1400)	U265997	01/25/2024	240379	2,352.00
400-651-581	2 HYMAX 2 FLIP CPLG (4)	U255242	01/25/2024	240334	979.28
400-651-581	4 HYMAX 2 FLIP CPLG (4)	U255242	01/25/2024	240334	1,655.36
400-651-581	1X3/4X3/4 WYE PJ CTS (12)	U271995	01/26/2024	231068	639.12

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MUSCO-GULFPORT 1227	241118	02/06/2024	01/31/2024			3,580.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	2HP GRINDER PUMP:SPARE-PD LS	0810289	01/09/2024	240333	1,795.00
400-651-584	SUB TRANSMITTER: MBLUFF LS	0809665	01/11/2024	240290	595.00
400-651-584	SUB TRANSMITTER (2): SPARES	0809665	01/11/2024	240290	1,190.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AMAZON CAPITAL SERVICE	241121	02/06/2024	01/31/2024			19.98	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-535	3PK EARMUFF HEADBAND (2)	17XN9HR1JH	01/10/2024	240340	19.98

FUND TOTAL 400 Claims to Checks 32 Total 547,291.43 Manual Held Total 547,291.43

Docket of Claims
Release date from 02/06/2024 thru 02/06/2024

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	49	Total	293,016.34	Manual	Held	Total	293,016.34
FUND 156	Claims	to	Checks	1	Total	3,250.00	Manual	Held	Total	3,250.00
FUND 171	Claims	to	Checks	1	Total	1,608.00	Manual	Held	Total	1,608.00
FUND 173	Claims	to	Checks	1	Total	2,400.00	Manual	Held	Total	2,400.00
FUND 176	Claims	to	Checks	11	Total	7,478.21	Manual	Held	Total	7,478.21
FUND 177	Claims	to	Checks	1	Total	13,760.00	Manual	Held	Total	13,760.00
FUND 254	Claims	to	Checks	1	Total	228,655.34	Manual	Held	Total	228,655.34
FUND 304	Claims	to	Checks	5	Total	468,730.82	Manual	Held	Total	468,730.82
FUND 355	Claims	to	Checks	1	Total	3,518.00	Manual	Held	Total	3,518.00
FUND 362	Claims	to	Checks	1	Total	12,000.00	Manual	Held	Total	12,000.00
FUND 400	Claims	to	Checks	32	Total	547,291.43	Manual	Held	Total	547,291.43
	Total for all Funds		Checks	104	Total	1,581,708.14	Manual	Held	Total	1,581,708.14

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:	**February 6, 2024**
Title:	**Approval of Minutes from the Recessed Council Meeting held January 16, 2024**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Approval of Minutes from the Recess Council Meeting held January 16, 2024

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Recessed Council Meeting held January 16, 2024 are hereby approved.

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

Motion was made by **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 February 6, 2024.

Tuesday
January 16, 2024
Gautier, Mississippi

BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held January 16, 2024 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier Mississippi.

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

AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
January 16, 2024 @ 6:30 PM

I. Call to Order

1. **Prayer**

2. **Pledge of Allegiance**

II. Agenda Order Approval

III. Announcements

1. **City of Gautier's Mardis Gras and Tailgate Party will be on February 3, 2024, from 2pm until 9pm at the former Singing River Mall Property.**

2. **Gautier Mardis Gras Parade, hosted by Gautier Men's Club, will be on February 3, 2024 at 7pm.**

IV. Presentation Agenda

V. Business Agenda

1. **Creation, reclassification, and elimination of specified positions, and approval of the Revised Schedule of Authorized Positions**

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

2. **Approval of the Emergency Repair of the OST Manhole, as invoiced by Bottom 2 Top Construction**

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

3. **Consideration of a Conditional Use-Major Permit that would allow a Package Liquor Store in a C-2 Community Commercial Zoning District**

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

4. **Consideration of a Special Exception that would allow occupancy of an existing single-family dwelling in a C-2 Community Commercial Zoning District (GPC #24-03-SE)**

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

5. **Consider a request for a nine-foot (9') variance to side yard setback requirements in a R-1 Low Density Single-family Residential Zoning District located at 625 Susan Circle, Gautier, MS (GPC #24-04-VAR)**

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

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

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

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

1. **Approval of Minutes from Recessed Council Meeting held December 19, 2023, and Regular Council Meeting held January 2, 2024.**

2. **Receive December 2023 Privilege License Reports**

3. **Authorization for the Gautier Mayor's Youth Council to travel to Starkville, MS for the Mississippi Municipal League's 2024 Statewide Youth Leadership Summit**

4. **Authorization to submit an application to the Coastal Mississippi Tourism Commission and accept awarded funds**

5. **Approval of the Agreement between the City of Gautier and American Municipal Services Corporation to provide account resolution services**

6. **Resolution approving the Sponsorship of Gautier Men's Club Annual Mardi Gras Parade to be held on February 3, 2024**

7. **Resolution approving closure of roads and traffic control measures as described in the special event permit application submitted by the Gautier Men's Club for their Annual Mardi Gras Parade on February 3, 2024**

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

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

Councilman Gollott made the motion to approve the agenda with the following revisions:

1. Business Agenda Item 2 – the amount should read $20,999.76.

2. Consent Agenda Item 1 – Correction on the minutes
   - December 19, 2023, page 1, present by teleconference is Councilman Gollott and Councilman Jackson
   - January 2, 2024, page 28, consent agenda approval should read items 1-6

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

Announcements

1. City of Gautier's Mardi Gras and Tailgate Party will be on February 3, 2024, from 2pm until 9pm at the former Singing River Mall Property.

2. Gautier Mardi Gras Parade, hosted by Gautier Men's Club, will be on February 3, 2024 at 7pm.

Presentation

None

CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
January 16, 2024

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. **City of Gautier's Mardis Gras and Tailgate Party will be on February 3, 2024, from 2pm until 9pm at the former Singing River Mall Property.**

2. **Gautier Mardis Gras Parade, hosted by Gautier Men's Club, will be on February 3, 2024 at 7pm.**

NOTES:

Save the Date

FEBRUARY 3, 2024
2 PM - 9PM

MARDI GRAS

Laissez les bons temps rouler

Tailgate Party

LIVE MUSIC

FOOD TRUCKS

2800 HWY 90
GAUTIER, MS

LIVE MUSIC BY

UNFAZED SHOW & BAND

THE GAUTIER MEN'S CLUB PARADE WILL START AT 7 PM AT THE ROUNDABOUT ON DOLPHIN DRIVE. FIREWORKS TO FOLLOW

Gautier Men's Club

Nature's Playground Gautier Mississippi

Play Coastal Mississippi

CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
January 16, 2024

ITEM DESCRIPTION:

PRESENTATION AGENDA

None

NOTES:

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

ORDINANCE NUMBER 272-2024

ORDINANCE APPROVING CREATION AND RECLASSIFICATION OF SPECIFIED POSITIONS, AND A REVISED SCHEDULE OF AUTHORIZED POSITIONS

AN ORDINANCE OF THE CITY COUNCIL OF GAUTIER, MISSISSIPPI, PROVIDING AUTHORITY & INTENT; PURSUANT TO MISSISSIPPI ANNOTATED CODE 21-9-45, AUTHORIZING THE CITY COUNCIL TO CREATE, RECLASSIFY, AND ELIMINATE SPECIFIED POSITIONS, AND TO APPROVE THE REVISED SCHEDULE OF AUTHORIZED POSITIONS.

WHEREAS, the City Manager has recommended creation, reclassification and elimination of the following positions pursuant to Miss. Code Ann. 21-9-45:

1. Recreation Department
    a. Reclassify Administrative Clerk grade 8 to Administrative Assistant I grade 9
    b. Reclassify Parks Supervisor from grade 13 to grade 14
    c. Reclassify Crew Leader: Grounds Maint/Ops from grade 11 to grade 12
2. City Clerk Department
    a. Reclassify Administrative Clerk grade 8 to Administrative Assistant I grade 9
3. Police Department
    a. Reclassify Animal Control Officer from grade 9 to grade 11
4. Planning Department
    a. Reclassify Administrative Clerk grade 8 to Administrative Assistant grade 9
5. Maintenance Division
    a. Reclassify Multi-Craft Maintenance Worker from grade 12 to grade 18
6. Public Works Department
    a. Create one (1) Meter Reader grade 9

WHEREAS, the City Manager recommends the approval of the attached Revised Schedule of Authorized Positions including the necessary funding to reflect these changes;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, THAT THE CODE OF ORDINANCES OF THE CITY OF GAUTIER IS AMENDED AS FOLLOWS:

SECTION 1. Authority & Intent

A. The Gautier City Council held a public meeting on January 16, 2024, to consider creation, elimination and funding of specified positions, the reclassification of specified positions, and the Revised Schedule of Authorized Positions.

SECTION 2.

A. The Gautier City Council creates and funds the following positions:

1. Public Works Department
    a. One (1) Meter Reader grade 9

B. The Gautier City Council reclassifies the following positions:

1. Recreation Department
    a. Administrative Clerk grade 8 to Administrative Assistant I grade 9
    b. Parks Supervisor from grade 13 to grade 14
    c. Crew Leader: Grounds Maint/Ops from grade 11 to grade 12
2. City Clerk Department
    a. Administrative Clerk grade 8 to Administrative Assistant I grade 9
3. Police Department
    a. Animal Control Officer from grade 9 to grade 11
4. Planning Department
    a. Administrative Clerk grade 8 to Administrative Assistant I grade 9
5. Maintenance Division
    a. Multi-Craft Maintenance Worker from grade 12 to grade 18

C. The Official Schedule of Authorized Positions shall be amended as attached.

SECTION 3. This Article shall be effective upon advertisement and adoption, pursuant to Mississippi Annotated Code.
Thereupon, upon motion duly made by **Councilman Colledge**, seconded by **Councilman Gollott,** to adopt the foregoing ordinance and received the following votes:

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

NAYS: **None**

Thereupon, the Mayor declared said Ordinance approved, passed and adopted on this the 16th day of January 2024.

_____
Casey Vaughan, Mayor

Attest: _____
Teresa L Montgomery
City Clerk

The Ordinance and Schedule of Authorized Positions will be available for viewing at Gautier City Hall, Gautier Public Library and Gautier Utilities Department.

SCHEDULE OF AUTHORIZED POSITIONS
Approved JAN 16 2024

DEPARTMENT	PAY SCALE	PAY GRADE	FULL TIME	PART TIME	RESERVE (Not Paid)
JUDICIAL DEPARTMENT					
City Judge	N/A	N/A		1	
Public Defender				Unfunded (1)	
Total Funded				**1**	
Total Non-Funded				**1**	
EXECUTIVE DEPARTMENT					
City Manager	N/A	N/A	1		
Administrative Assistant III	2080	11	Unfunded (1)		
Economic Developer			Unfunded (1)		
Total Funded			**1**		
Total Non-Funded			**2**		
GRANTS AND PROJECTS DEPT.					
Director	2080	22	1		
Media Coordinator	2080	18	1		
Project Specialist	2080	15	1		
Total Funded			**3**		
RECREATION DEPT.					
Director	2080	22	1		
Recreation Coordinator	2080	17	1		
Athletics Manager	2080	15	1		
Parks Supervisor	2080	14	1		
Crew Leader-Grounds/Maint Ops	2080	12	1		
Grounds-Maintenance Operator	2080	8	4		
Grounds-Maintenance Operator	**2080**	**8**	**Unfunded (1)**		
Custodian	2080	8	1		
Admnistrative Assistant I	2080	9	1		
Park Attendant	2080	8	1		
PT-Temp Grounds-Maint Operator	N/A	N/A		1	
Park Attendant	N/A	N/A		Unfunded (1)	
Student Administrative Clerk	N/A	N/A		Unfunded (1)	
Total Funded			**12**	**1**	
Total Non-Funded			**1**	**2**	
HUMAN RESOURCES DEPARTMENT					
Director			Unfunded (1)		
HR Specialist	2080	15	1		
Total Funded			**1**		
Total Non-Funded			**1**		

CITY CLERK DEPARTMENT			
City Clerk/Comptroller	2080	22	1
Assistant Comptroller	2080	19	1
Deputy City Clerk II	2080	16	1
Deputy City Clerk I	2080	15	1
Purchasing Agent	2080	14	1
Accounting Generalist	**2080**	**12**	**Unfunded (1)**
Administrative Assistant I	2080	9	1
Court Division			
Court Clerk	2080	17	1
Deputy Court Clerk II	2080	10	1
Deputy Court Clerk I	2080	9	1
Total Funded			**9**
Total Non-Funded			**1**

PLANNING DEPARTMENT			
Director/Building Official	2080	22	1
Planning Technician	2080	12	1
Building and Code Inspector	2080	17	1
Code Enforcement Officer	2080	11	3
Code Enforcement Officer	2080	11	Unfunded (1)
Administrative Assistant I	2080	9	1
Maintenance Division			
Head Mechanic	2080	18	1
Mechanic	2080	15	1
Multi-Craft Maintenance Worker	2080	18	1
Maintenance Helper	2080	9	1
Total Funded			**11**
Total Non-Funded			**1**

POLICE DEPARTMENT			
Police Chief	2080 A	22	1
Deputy Chief	2080 A	21	1
Captain	2080	15	2
Administrative Assistant IV	2080 A	14	1
Records Clerk	2080 A	8	1
CID			
Lieutenant	2080	14	1
Sergeant	2080	13	1
Detective	2080	12	3
FBI Task Force Officer	2080	12	1
DEA Task Force Officer	2080	12	1
Narcotics Officer	2080	12	1
Crime Prevention Officer	2080	12	1

Patrol					
Patrol Lieutenant	2184	11	4		
Patrol Sergeant	2184	10S	4		
Patrol Officer	2184	9 or 10*	16		
Patrol Officer	2184	9 or 10*	Unfunded (4)		
TAC Officer	2080 A	14	1		
Dispatcher	2184	8	8		
Animal Control Officer	2080 A	11	1		
Traffic					
Traffic Sergeant	2080	10S	1		
Traffic Officer	2080	10	2		
Traffic Officer	2080	10	Unfunded (2)		
School Crossing Guard	N/A	N/A		4	
Reserve Officer	N/A	N/A			21
Total Funded			**52**	**4**	**21**
Total Non-Funded			**6**		

** Probationary Officer Grade 9*

FIRE DEPARTMENT			
Fire Chief	2080 A	22	1
Deputy Fire Chief/Fire Marshall	2080 A	21	1
Fire Training Chief	2080 A	18	1
Battalion Chief	2496	12	3
Captain	2496	11	12
Firefighter	2496	9 or 10*	21
Firefighter	2496	9 or 10*	Unfunded (3)
Total Funded			**39**
Total Non-Funded			**3**

**Probationary Firefighter/Grade 9*

PUBLIC WORKS DEPARTMENT			
Director	2080	22	1
Utility Services Division			
Utility Services Manager	2080	18	1
Utility Billing Supervisor	2080	15	1
Utility Billing Clerk	2080	12	1
Customer Service Representative	2080	8	3
Meter Reader Crew Leader	2080	10	1
Meter Reader	2080	9	3
Total Funded			**11**

Summary of Authorized Positions	Full Time	Part Time	Reserve Positions
Judicial: Funded		1	
Judicial: Non-funded		1	
Executive Dept: Funded	1		
Executive Dept: Non-funded	2		
Grants and Projects Dept	3		
Recreation Dept	12	1	
Recreation Dept: Non-funded	1	2	
Human Resources Dept: Funded	1		
Human Resources Dept: Non-funded	1		
City Clerk Dept	9		
City Clerk Dept: Non-funded	1		
Planning Dept: Funded	11		
Planning Dept: Non-funded	1		
Police Department: Funded	52	4	21
Police Department: Non-funded	6		
Fire Dept: Funded	39		
Fire Dept: Non-funded	3		
Public Works: Funded	11		
TOTAL	139	6	21
TOTAL NON-FUNDED	15	3	

Councilman Gollott made the motion to approve the Emergency Repair of the OST Manhole, as invoiced by Bottom 2 Top Construction, 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 464-2024

WHEREAS, the City of Gautier discovered that a manhole at Old Spanish Trail and Dolphin was in a state of collapse and had already begun to undermine the structural integrity of the roadway on Old Spanish Trail; and

WHEREAS, the manhole, sewer line and roadway required immediate repair in order to prevent the road from caving in; and

WHEREAS, City Council hereby finds that an emergency existed as described above, and that the delay incidental to searching out and receiving quotes from multiple vendors would be detrimental to the interests of the City; and

WHEREAS, Staff procured the services of Bottom 2 Top Construction LLC to perform emergency repairs for a cost of $20,999.76; and

WHEREAS, the Mayor and Members of Council hereby find it is in the best interest of the City of Gautier to approve this invoice for emergency repair work; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this purchase was not made to circumvent the public purchasing statutes, and that the cost is reasonable;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the OST Manhole Repair, as invoiced by Bottom 2 Top Construction LLC in the amount of $20,999.76, is hereby approved for payment.

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 January 16, 2024.

Bottom 2 Top Construction LLC

16708 Highway 67
Biloxi, MS 39532

Invoice

Date	Invoice #
12/29/2023	1061

Bill To
City Of Gautier

Application Period

Item	Description	Quantity	U/M	UOM	Unit Price	Completed...	Total Cost ...
Building Cost	Removal of Pipe (4"-18" in Diameter)	28		LF	7.30		204.40
Building Cost	Removal of Miscellaneous Structures, Obstructions, and Debris (LVM)	25		CY	19.81		495.25
Building Cost	Muck Excavation (FM)	25		CY	7.82		195.50
Building Cost	Excavation and Backfill (12'-16' Depth) (FM)	155		CY	10.42		1,615.10
Building Cost	Well Point (Per Day)	2		EA	1,042.50		2,085.00
Building Cost	Borrow Excavation (AH) (FM) (Class B#)	25		CY	15.64		391.00
Building Cost	Grassing	65		SY	6.25		406.25
Building Cost	Size II Stabilizer Aggregate (Gravel) (FM)	18		CY	83.40		1,501.20
Building Cost	"610" Limestone (FM)	18		CY	83.40		1,501.20
Building Cost	4' Dia Precast Manhole (12'-16' Depth)	1		EA	4,935.74		4,935.74
Building Cost	18" PVC SDR-26 Sewer Main (12-14' Depth)	28		LF	132.79		3,718.12
Building Cost	Low Pressure Portland Cement Grout	4		CY	312.75		1,251.00
Building Cost	Vac Truck	1		Day	1,500.00		1,500.00
Building Cost	Traffic Control	1		LS	1,200.00		1,200.00

Emergency Repair Old Spanish Trail SMH 7

Total $20,999.76

Phone #
2282343739

E-mail
jraffeo@bottom2top.net

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

ORDER NUMBER 465-2024

CITY OF GAUTIER
CONDITIONAL USE-MAJOR PERMIT
GPC CASE NO. 24-02-CU
3880 Gautier Vancleave Road – C-2 Community Zoning District
REGARDING PARCEL ID NO: #81804085.050

WHEREAS, an application for a Conditional Use-Major Permit to allow the Package Liquor Store in a C-2 Community Commercial Zoning District was submitted by Gennady Korets dba Encore Wine and Spirits; and

WHEREAS, the parcel subject to this Permit is located at 3880 Gautier Vancleave Road, in Gautier, Mississippi; and

WHEREAS, after due public notice, Planning Commission, at its January 4, 2024 meeting, held a public hearing on this matter; and

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

WHEREAS, the City Council has considered testimony and exhibits presented by the applicant, the report of the City Staff, and all relevant evidence, in addition to the 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 Package Liquor Store, is permitted as a Conditional Use-Major in a C-2 Community Zoning District.

IT IS THEREFORE ORDERED that the City Council accepts the recommendation of the Planning Commission and approves the above Conditional Use-Major Permit for Package Liquor Store in a C-2 Community Commercial Zoning District.

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

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

Motion was made by **Councilman 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 January 16, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 01/09/2024
Subject: Consider a request for a Conditional Use-Major that would allow a Package Liquor Store in a C-2 Community Commercial Zoning District. 3880 Gautier Vancleave Road, Suite #9, (GPC #24-02-CU)

REQUEST:
The Planning Department has received a request from Gennady Korets dba Encore Wine and Spirits for a Conditional Use-Major that would allow a Package Liquor Store in a C-2 Community Commercial Zoning District at 3880 Gautier Vancleave Road, Suite #9. PID #82435010.050 (GPC #24-02-CU) The application fee of $250 was paid on November 15, 2023. All public notice requirements have been met.

BACKGROUND:
BACKGROUND:

The request property is zoned C-2 Community Commercial.
Location: 3880 Gautier Vancleave Road, Suite #9, PID #82435010.050 (See Exhibit A)
General features of the proposed project: Total Area: Approximately 1.87 Acres
Existing Zoning – C-2 Community Commercial (See Exhibit B)
Existing Land Use – Commercial – Retail (See Exhibit C)
Comprehensive Plan Future Land Use Designation – Low Impact Commercial (See Exhibit D)

DISCUSSION:
The following addresses the review criteria for a Major Conditional Use outlined in Section 4.17.5 of the UDO.
Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?
Applicant Response: Yes.
Staff Finding: Yes. Package Liquor Store is listed as a Conditional Use-Major in a C-2 Community Commercial District.
Describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering or other plans.
Applicant Response: No obstruction will be caused due to parking. No modifications to existing infrastructure.
Staff Finding: The proposed use is allowed in a C-2 zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.
Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain.
Applicant Response: No.
Staff Finding: There is no evidence to indicate the proposed use will negatively affect the property values or cause a detriment to the surrounding properties.
Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.
Applicant Response: No.
Staff Finding: There is no evidence that the proposed use will have any adverse effect on vehicular or pedestrian traffic.
Can the proposed use be accommodated by existing or proposed public services and facilities including, but

not limited to, water, sanitary sewer, streets, drainage, police and fire protection, and schools?
Applicant Response: Yes.
Staff Finding: The proposed use can be accommodated by existing public services and facilities.
Is the proposed use in harmony with the Comprehensive Plan? Explain how.
Applicant Response: Yes.
Staff Finding: The Comprehensive Plan calls out "Low Impact Commercial" for future land use of this property.
Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain.
Applicant Response: No.
Staff Finding: There is no evidence that the proposed use poses a hazardous, detrimental, or disturbing effect to present surrounding uses.
Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain.
Applicant Response: Yes.
Staff Finding: The proposed use will conform to all current district regulations.

DETERMINATION OF APPLICABLE LAW:

The UDO defines conditional uses as specific uses which are enumerated in each zoning district and which because of their nature are not allowed by right but may be allowed after the required review process. The City may specify certain conditions as necessary to make the use compatible with other uses in the same district. Conditional uses are issued for uses of land and uses designated "Conditional Uses-Major" are transferable from one (1) owner of land to another.
The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.
Conditional Uses-Major requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UD

RECOMMENDATION:

The Planning Commission recommends City Council approve the request as presented due to the fact that there are other areas that have liquor stores by neighborhoods.
The City Council may:
Approve the Conditional Use-Major;
Approve the Conditional Use-Major with changes; or
Deny the Conditional Use-Major.

ATTACHMENTS:

1. Excerpt GPC Meeting 1.4.24 (#24-02-CU)
2. Complete Packet 24-02-CU

Excerpt from January 4, 2024, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Conditional Use-Major that would allow a Package Liquor Store in a C-2 Community Commercial Zoning District at 3880 Gautier Vancleave Road, Suite #9. (GPC #24-02-CU)

Scott Ankerson, Planning Director, gave a brief overview of the case. He noted that this was in the Baywood Commons Shopping Center.

REQUEST:

The Planning Department has received a request from Gennady Korets dba Encore Wine and Spirits for a Conditional Use-Major that would allow a Package Liquor Store in a C-2 Community Commercial Zoning District at 3880 Gautier Vancleave Road, Suite #9. PID #82435010.050 (GPC #24-02-CU) The application fee of $250 was paid on November 15, 2023. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 3880 Gautier Vancleave Road, Suite #9, PID #82435010.050 (See Exhibit A)

2. General features of the proposed project:
   Total Area: Approximately 1.87 Acres

3. Existing Zoning – C-2 Community Commercial (See Exhibit B)

4. Existing Land Use – Commercial – Retail (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.

   Staff Finding: Yes. Package Liquor Store is listed as a Conditional Use-Major in a C-2 Community Commercial District.

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

   Applicant Response: No obstruction will be caused due to parking. No modifications to existing infrastructure.

   Staff Finding: The proposed use is allowed in a C-2 zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.

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

   Applicant Response: No.

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

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

   Applicant Response: No.

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

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

   Applicant Response: Yes.

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

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

   Applicant Response: Yes.

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

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

   Applicant Response: No.

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

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

   Applicant Response: Yes.

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

DETERMINATION OF APPLICABLE LAW:

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

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

Chairman Jamison asked the applicant to present his case.

Commissioner Davis asked Mr. Ankerson if a Package Liquor Store was a Conditional Use no matter where they were located.

Mr. Ankerson advised that a Package Liquor Store was a Conditional Use-Major in C-2 and Town Center Districts, and that it was allowed by right in a C-3 District. He also explained that a C-3 District is more high impact commercial uses like big box stores, and a C-2 District is more of a transitional commercial district between residential neighborhoods and larger commercial districts.

Gennady Korets, the applicant, stated that he had just recently moved to the area and that he retired as a warden from the New York City Department of Corrections. While he is waiting on the financial benefits he should be receiving from being injured in a line of duty accident, he would like to try and open a small business, pay his taxes, and be a positive contribution financially to the city. It will be a small store and he will be selling liquor in full compliance with the laws. He said he is aware of underage attempts to buy liquor and that there is a college nearby. He stated that no disrespect to the property or the surrounding neighborhood will be tolerated by his business or himself.

Walter Malone, Jr. stated that he opposed the request because it is an area for young people. There is a coffee shop in the shopping center and a lot of young people from the college hang out there. It is also adjacent to the back of a neighborhood where a lot of young kids are. It would be better located across Hwy 90 in that shopping area versus near the residential district.

Mr. Korets wanted to assure anyone concerned about underage sales that because of his background with law enforcement he was able to provide technology to identify falsified documents or any kind of incompliance with the law expeditiously.

Chairman Jamison asked what his hours would be.

Mr. Korets replied that his hours would be from 10:00 a.m. to 10:00 p.m., Monday through Friday. Whatever is in compliance with the law.

Chairman Jamison asked Mr. Ankerson if the Conditional Use would just go with Suite #9 unit or would it go with the entire Baywood Village property.

Mr. Ankerson said it would go with the property. He stated that Josh Danos, the City Attorney, might interpret it differently but the Conditional Use would be added to the deed so he thinks it would go with the property not just the unit.

Chairman Jamison noted that there was a liquor store next to the Westgate Subdivision and as far as she knew there had never been a problem with it being so close to a residential district.

Commissioner Davis noted that there was a Cannabis Dispensary going in just a short distance from the proposed location.

ACTION TAKEN:

Chairman Jamison made a motion to recommend approval as presented due to the fact that there are other areas that have liquor stores by neighborhoods.

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

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

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

January 4, 2024

GPC #24-02-CU

Gennady Korets

dba

Encore Wine and Spirits

3880 Gautier Vancleave Road, Suite #9

VII. NEW BUSINESS

1. Consider a request for a Conditional Use-Major that would allow a Package Liquor Store in a C-2 Community Commercial Zoning District. 3880 Gautier Vancleave Road, Suite #9, (GPC #24-02-CU)

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: December 29, 2023

Subject: Consider a request for a Conditional Use-Major that would allow a Package Liquor Store in a C-2 Community Commercial Zoning District. 3880 Gautier Vancleave Road, Suite #9. (GPC #24-02-CU)

REQUEST:

The Planning Department has received a request from Gennady Korets dba Encore Wine and Spirits for a Conditional Use-Major that would allow a Package Liquor Store in a C-2 Community Commercial Zoning District at 3880 Gautier Vancleave Road, Suite #9. PID #82435010.050 (GPC #24-02-CU) The application fee of $250 was paid on November 15, 2023. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 3880 Gautier Vancleave Road, Suite #9, PID #82435010.050 (See Exhibit A)

2. General features of the proposed project:
   Total Area: Approximately 1.87 Acres

3. Existing Zoning – C-2 Community Commercial (See Exhibit B)

4. Existing Land Use – Commercial – Retail (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.

   Staff Finding: Yes. Package Liquor Store is listed as a Conditional Use-Major in a C-2 Community Commercial District.

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

   Applicant Response: No obstruction will be caused due to parking. No modifications to existing infrastructure.

   Staff Finding: The proposed use is allowed in a C-2 zoning district with a Major Conditional Use. Special conditions may be imposed if deemed necessary to help the proposed use be more compatible with the character of development in the vicinity.

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

   Applicant Response: No.

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

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

   Applicant Response: No.

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

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

   Applicant Response: Yes.

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

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

   Applicant Response: Yes.

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

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

   Applicant Response: No.

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

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

   Applicant Response: Yes.

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

DETERMINATION OF APPLICABLE LAW:

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

   The UDO further defines Conditional Uses-Major as uses that are not allowed by right but require a recommendation by the Planning Commission and the approval of the City Council. Additionally, if the conditional use is transferred

to a new owner, the new owner must submit a letter to the Planning Director agreeing to the current terms and condition.

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI

PLANNING DEPARTMENT

CONDITIONAL USE APPLICATION

Public Hearing Number

24-02-CU

TO BE HEARD BY GAUTIER PLANNING COMMISSION AND CITY COUNCIL:		FEE:
Conditional Use - Major	X	$251.00
TO BE HEARD BY PLANNING DIRECTOR:		**FEE:**
Conditional Use - Minor		$251.00

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

Name of Applicant: Gennady Korets

Name of Business: Encore Wine and Spirits Phone: 918-536-0333

Property Address: 3880 Gautier Vancleave Rd #Ste 9 Mailing Address (if Different): 6721 Washington Ave Apt #151D Ocean Springs, MS 39564

E-Mail Address: Beyondaverage@aol.com

Proposed Use Requiring Conditional Use: Wine and Spirits (Refer to Article V, UDO)

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

ATTACHMENTS REQUIRED AS APPLICABLE:

✓ 1. Answers to the Criteria for Approval (see attached).

✓ 2. Project Narrative (see attached).

NA 3. Diagram of intended use (see attached).

NA 4. Copy of protective covenants or deed restrictions, if any.

NA 5. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.

NA 6. Any other information requested by the Planning Director.

✓ 7. Owner's Consent form if anyone other than 100% sole owner makes application (see attached).

Signature of Applicant(s): _____ Date of Application: 11-15-2023

FOR OFFICE USE ONLY

Date Received 11/15/23 Verify as Complete Bales

Fee Amount Received 251.00 Initials of Employee Receiving Application BJ

OWNERS CONSENT AND DESIGNATION OF AGENT – CONDITIONAL USE

I, MERIT MANAGEMENT LLC FOR OWNERS, the fee simple owner(s) of the following described property:

Address:
3880 Gautier Vancleave Rd # 9
Parcel ID No.:

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

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

(Owner's Signature) (Owner's Signature)

Notary Information:

The foregoing instrument was acknowledged before me this 15th day of November, 20 23 by Connie West Portas, who is personally known to me or has produced personally known as identification and who did take an oath.

Adelie L. BANG (Printed Name of Notary Public)

Adelie L Bang (Signature of Notary Public)

Commission # 101387. My commission expires Feb 13, 2024

(Notary's Seal)

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

X MAJOR CONDITIONAL USE CRITERIA FOR APPROVAL

1. Is the proposed use listed in the list of possible Conditional Uses in the particular Zoning District?
   Yes
2. Please describe how the project is compatible with the character of development in the vicinity relative to (a) density, bulk, and intensity of structures, (b) parking, and (c) other uses. Please attach parking plan, site plan, architectural rendering, or other plans. NO obstruction will be caused due to parking. No modifications to existing infrastructure.
3. Will your project negatively affect neighboring property values or pose a real or perceived threat to citizens? Explain. NO
4. Will your project adversely affect vehicular or pedestrian traffic in the vicinity? Explain.
   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?
   Yes
6. Is the proposed use in harmony with the Comprehensive Plan? Explain how.
   YES
7. Does the proposed use pose a hazardous, detrimental, or disturbing affect, either real or perceived, to present surrounding land uses due to noises, glare, smoke, dust, odor, fumes, water pollution, vibration, electrical interference, or other nuisances? Explain. NO
8. Does the use conform to all district regulations for the applicable district in which it is located, or have other provisions been provided for? Explain. Yes

MINOR CONDITIONAL USE CRITERIA FOR APPROVAL

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

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

NARRATIVE

I, Gennady Korets and my wife Olga Korets are very humbly and respectfully requesting for construction for approval to open a wine and spirits package at 3880 Gantter Dr Lake Stella. We will not be adding any additional infrastructure. Traffic will not be impacted in the surrounding area nor will traffic cause any obstructions. Said business will pay all taxes, comply with all rules, laws and regulations, and promote a good and healthy business atmosphere and be good stewards of kind, responsible and friendly service to all residents who patron this establishment.

82435010.050 BAYWOOD COMMONS LLC

PIDN: 82435010.050

GISP: 777.35-01-0014.00

Owner Information

Percent of Ownership: 100

Name: BAYWOOD COMMONS LLC

Name 2:

Mailing Address: 4223 COBBLESTONE LN
GAUTIER MS
39553

Site Address: 3880 GAUTIER VANCLEAVE RD GAUTIER

Land Information

Section: 35 Acreage: 1.87

Township: 7

Range: 7

Street Name GAUTIER VANCLEAVE RD

Value and Tax Information

Total Assessed Value: 94084 Total Appraised Value: 627222

Improvement Value: 506472 Land Value: 120750

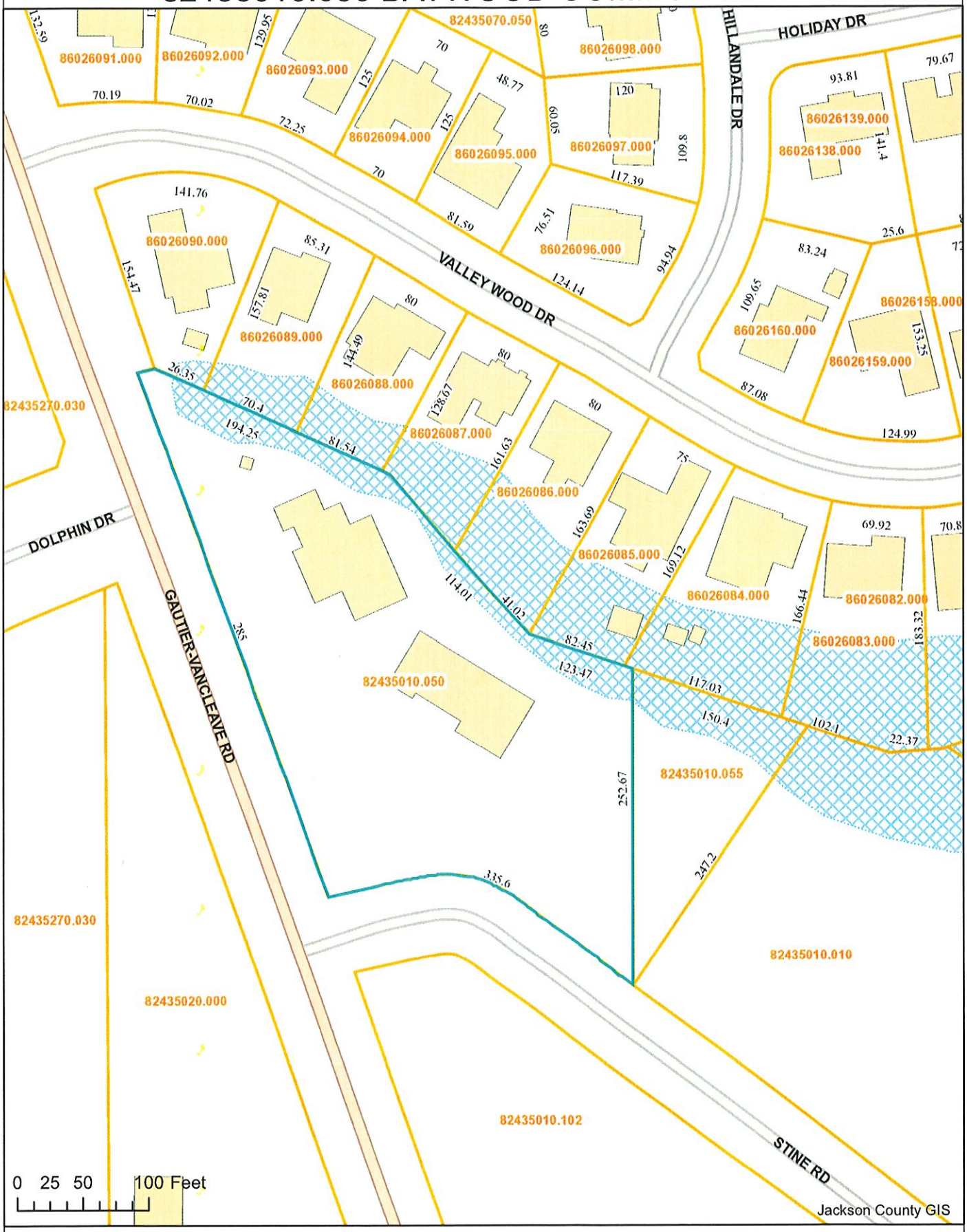
Tax Amount: 13528 SQ FT: 12939 Year Built: 1985

Legal Description

Description: BEG SWC LOT 90 NORTHWOOD HILLS S /D S 71 DEG E 194.25' S 23 DEG E 114.01' S70 DEG E 123.47' S 252 .67' TO N/M STINE RD N 55 DEG W 335.6' TO GAUTIER-VANCLEAVE RD N 20 DEG W 285' E 15' S 69 DEG E 12.39' TO POB DB 2043-67 (14 Map 777.35-01)

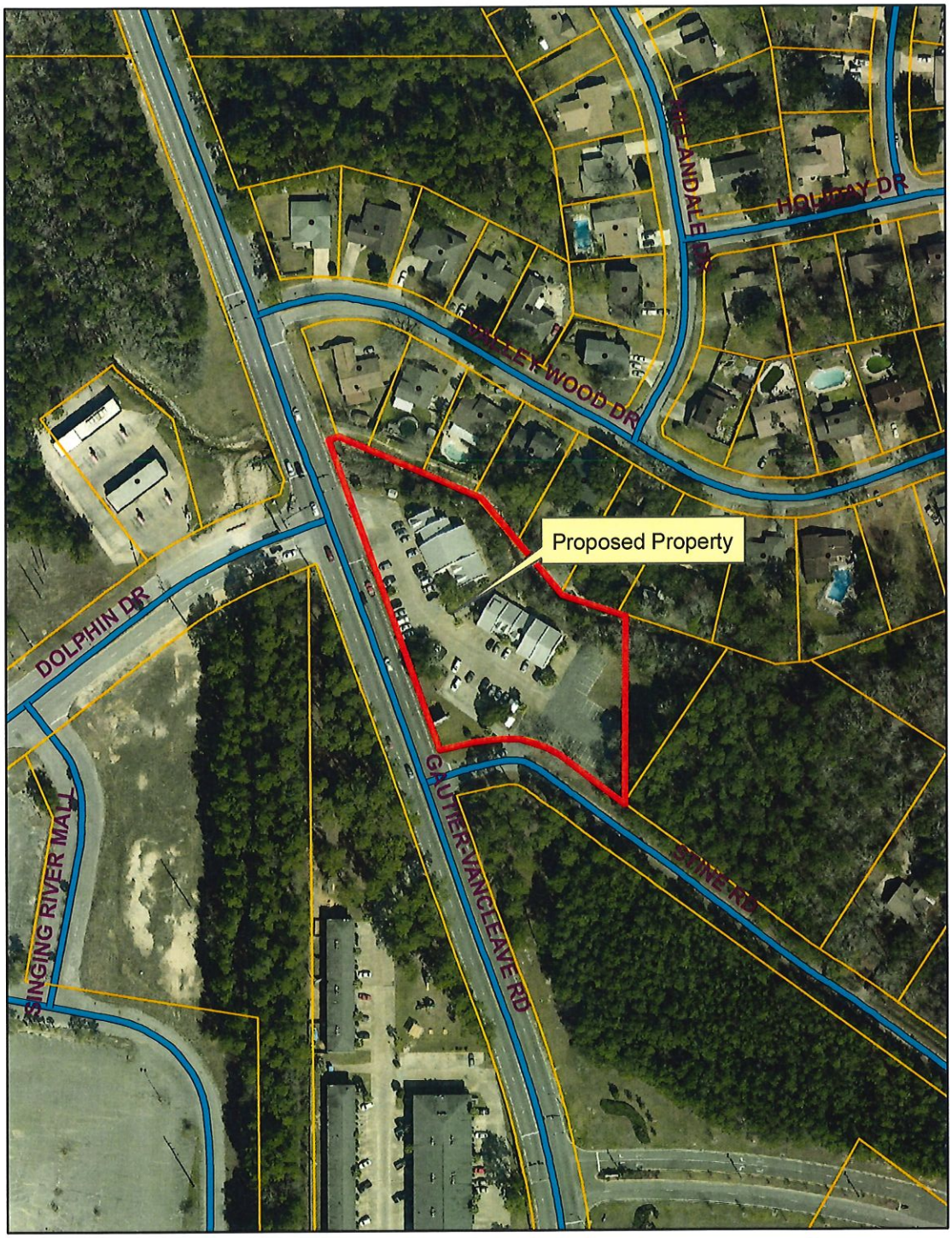
Deed Book / Page: 2043 / 67

82435010.050 BAYWOOD COMMONS LLC



https://webmap.co.jackson.ms.us/ 12/19/2023

Exhibit A
Location Map



Prepared by:

City of Gautier
Planning Department

Exhibit B
Existing Zoning

Prepared by:

City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

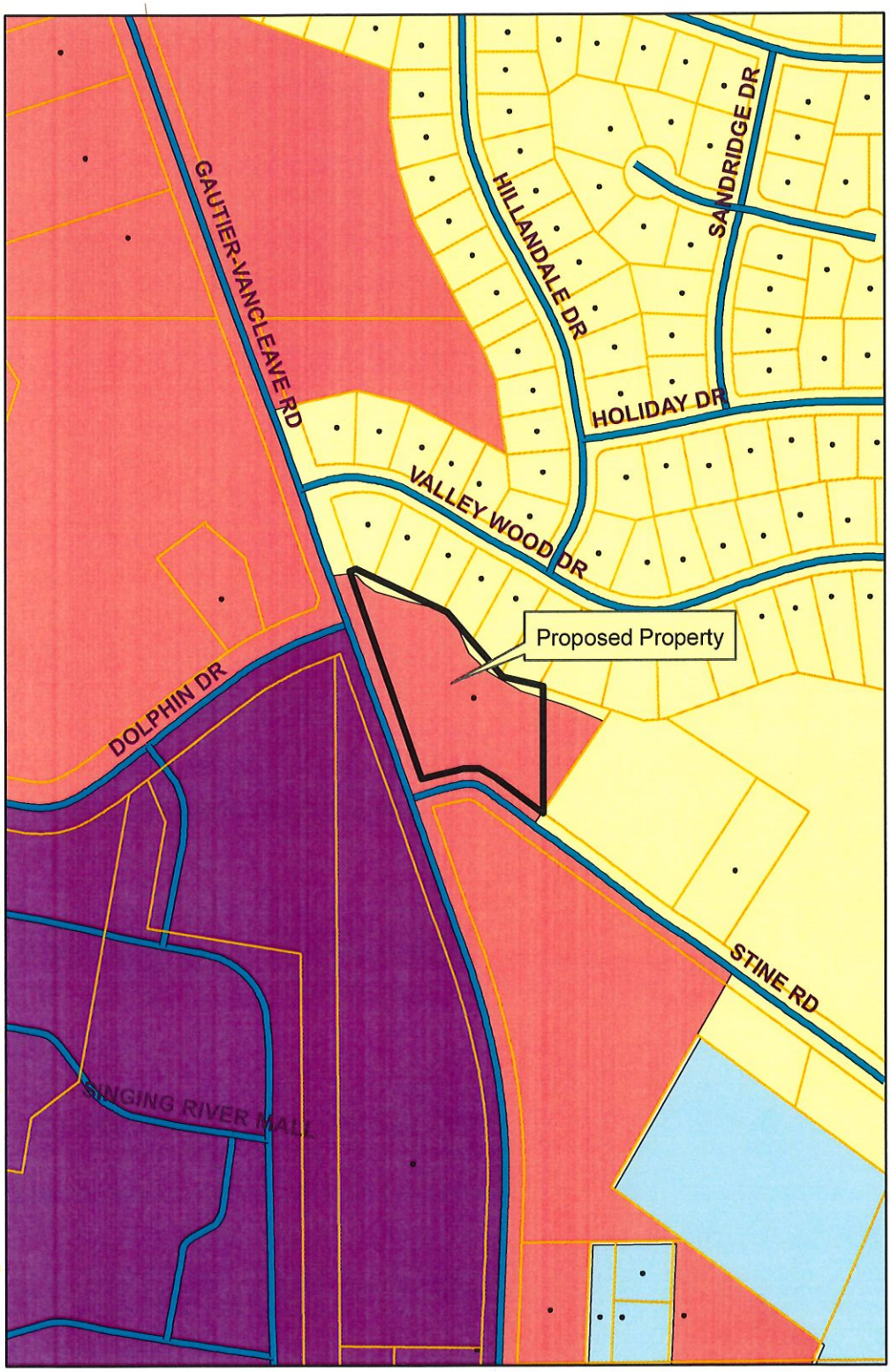
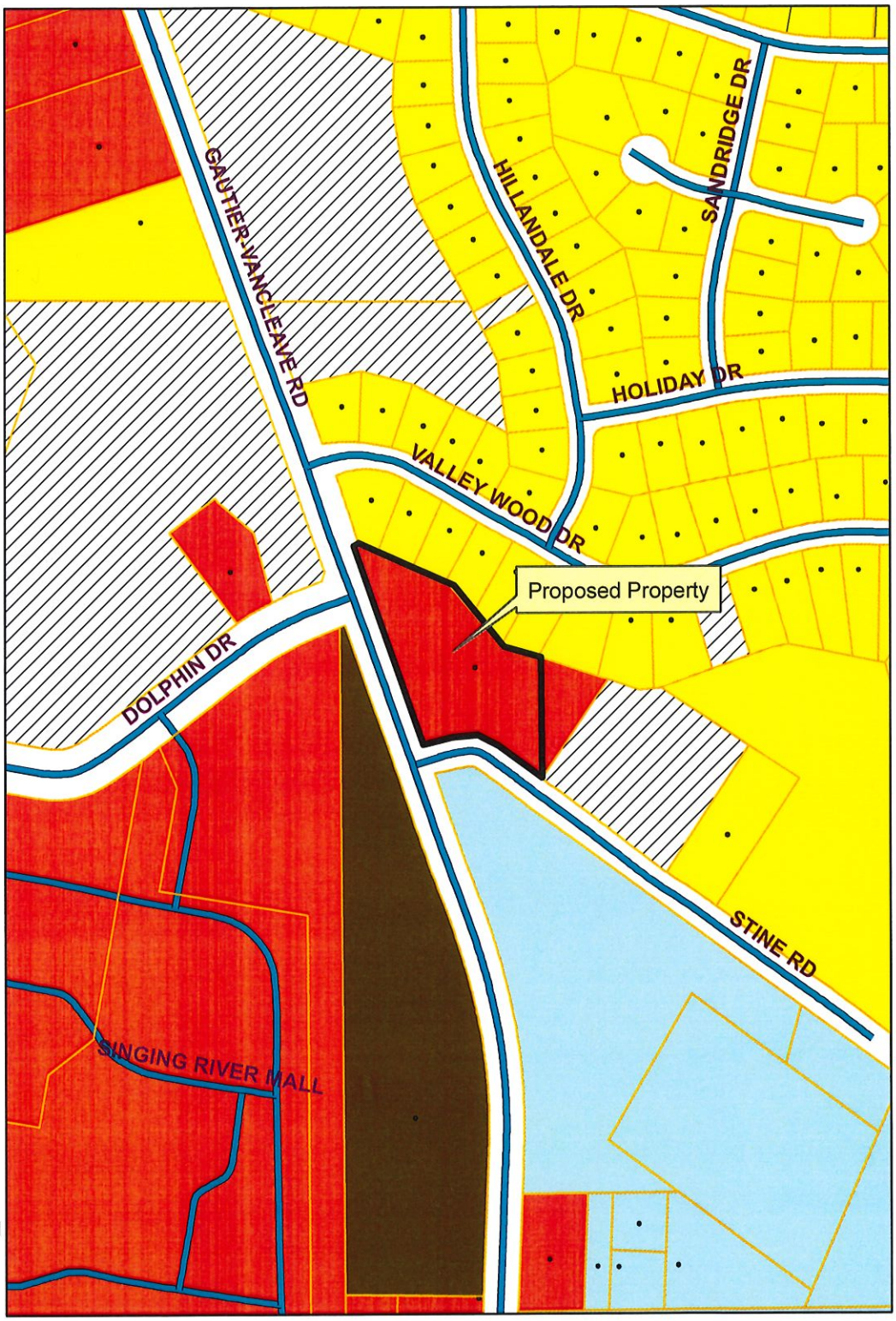


Exhibit C
Existing Land-Use

Prepared by:

City of Gautier
Planning Department



Legend

EXISTING LAND USE

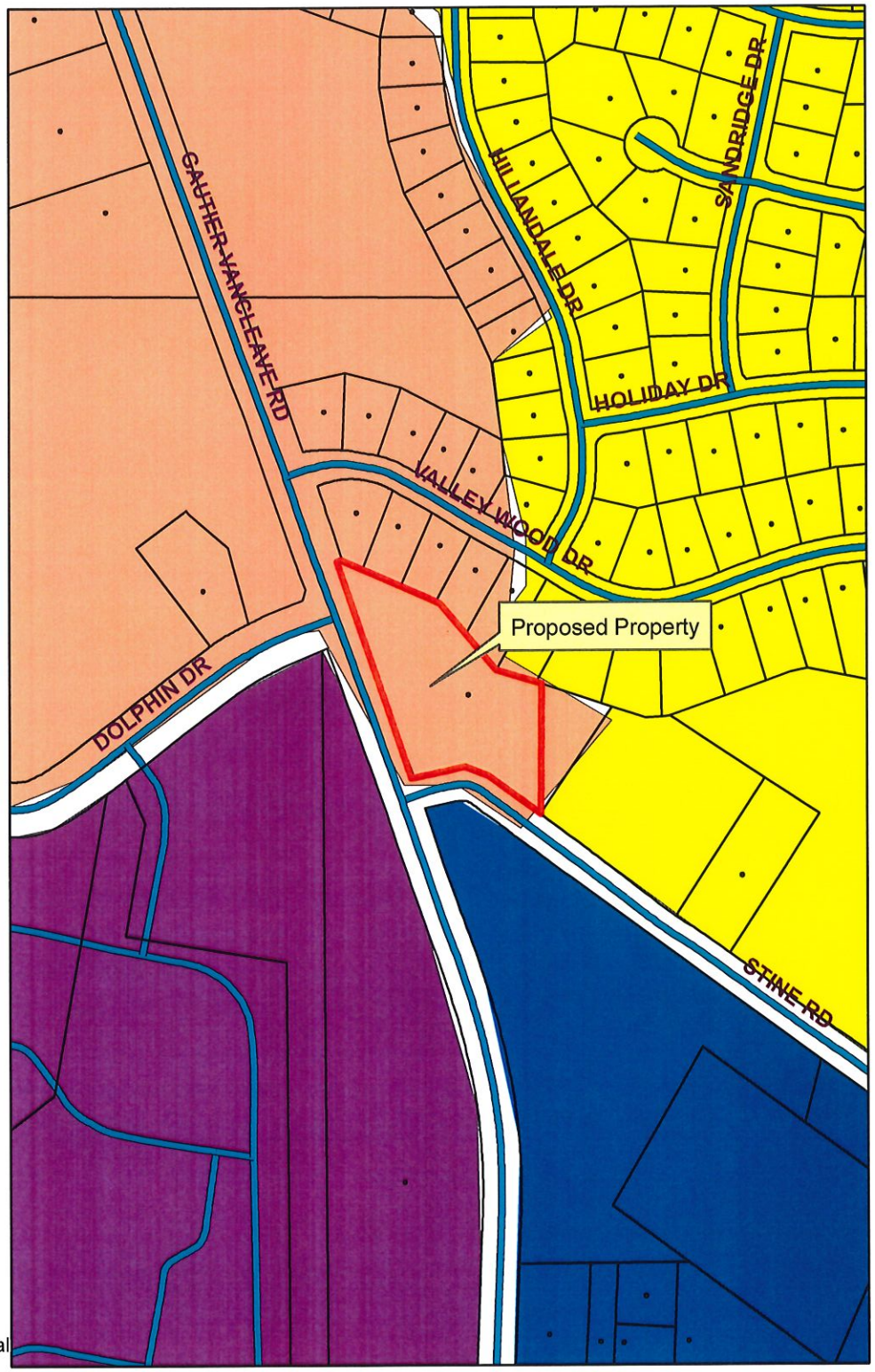
ELU_08

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

Exhibit D
Future Land-Use

Prepared By:

City of Gautier
Planning Department



Legend

FUTURE LAND USE

FLU_Class

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

Councilman Colledge made the motion to approve the Planning Commission's recommendation for a special exception, as presented, that would allow occupancy of an existing single-family dwelling in a C-2 Community Commercial Zoning District (GPC #24-03-SE). Councilman Elbin seconded the motion. The vote was carried unanimously.

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

ORDER NUMBER 466-2024

CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 24-03-SE
MARTIN BLUFF ROAD – SPECIAL EXCEPTION FOR APPLICANT THAT WOULD ALLOW OCCUPANCY OF AN EXISTING SINGLE-FAMILY DWELLING IN A C-2 COMMUNITY COMMERCIAL ZONING DISTRICT
REGARDING PARCEL ID NO: 85700089.000

WHEREAS, an application for a Special Exception Permit that would allow occupancy in a C-2 Community Commercial Zoning District was submitted by Thomas Dumaway; and

WHEREAS, the City Council hereby finds that the proposed use, classified as an existing single-family dwelling, requires a Special Exception Permit in the C-2 Community Commercial Zoning District; and

WHEREAS, the parcel subject to this Permit is located at 7609 Martin Bluff Road; and

WHEREAS, after due public notice, Planning Commission, at its January 4, 2024 meeting, held a public hearing on this matter; and

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended to approve the permit; and

WHEREAS, the City Council hereby finds that the proposed Special Exception will be in harmony with the purpose and intent of the Unified Development Ordinance; and will be injurious to the neighborhood or the general welfare; and

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

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

IT IS THEREFORE ORDERED that the Mayor and City Council accepts the recommendation of the Planning Commission and approves the application submitted by Thomas Dunaway on January 4, 2024 for a Special Exception Permit.

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

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

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

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

NAY: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2024.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Babs Logan, Planning Technician
Date:	01/09/2024
Subject:	Consider a request for a Special Exception that would allow occupancy of an existing single-family dwelling located in a C-2 Community Commercial Zoning District. 7609 Martin Bluff Road, (GPC #24-03-SE)

REQUEST:

The Planning Department has received a request from Thomas Dunaway for a Special Exception that would allow occupancy of an existing single-family dwelling in a C-2 Community Commercial Zoning District at 7609 Martin Bluff Road. PID #85700089.000 (GPC #24-03-SE). The application fee of $250 was paid on December 11, 2023. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.
Location: 7609 Martin Bluff Road, PID #85700089.000 (See Exhibit A)
General features of the proposed project:Existing House: approximately 1000 square feet
Lot Size: 1.75 acres
Potable Water and Wastewater Services: Existing at current location
Current Zoning (See Exhibit B): C-2 Community Commercial
Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial, and R-1 Low Density Single-Family Residential
Current Surrounding Existing Land Use (See Exhibit C): Very Low to Low Density Residential, Vacant, and Commercial - Retail.
Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Density Residential.

DISCUSSION:

The following addresses the review criteria for a Special Exception outlined in Section 4.16.4 of the UDO.
Explain how a literal interpretation of the City of Gautier's Unified Development Ordinance would deprive the applicant of rights commonly enjoyed by others of the district in which the property is located, and would work unnecessary hardship upon the applicant?
Applicant Response: We purchased this property with knowledge it was already zoned residential and when we went to get the electricity and water turned on they notified us that it had been over the allotted days without it and it had automatically switched to "commercially zoned". It has been vacant over a year and now has squatters that go to the Dollar General and pick trash out on a daily basis. They then come back to property and rummage through trash and leave the remains all over the property. We would greatly appreciate if you would allow us to reoccupy the house as residential so we can update and do the needed repairs to property.
Staff Finding: *There are others in the immediate area commonly enjoying single-family homes in this same C-2 designated district.*
Explain how the requested Special Exception will be in harmony with the purpose of the City of Gautier's Unified Development Ordinance and will not be injurious to the neighborhood or the general welfare?
Applicant Response: *If we had a Special Exception, we could have the power and water turned on to restore the home to living condition with the original 1000 square footage. If people were able to live there, there would be no squatters loitering, littering and creating a injurious environment to the neighborhood.*
Staff Finding: *There are currently single-family homes in the immediate vicinity of the proposed site of the Special Exception. Staff's opinion is that approval of the request will not negatively affect the neighborhood.*
Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant.

Applicant Response: *I purchased this property with the intention of completing the current restorations and living in it. When purchasing the residence it had no electricity or water and we had no knowledge of how long the residence had been sitting without utilities. The seller did know that without utilities it would be re-zoned commercial. Both parties had no knowledge.*
Staff Finding: *Not all single-family homes will be leased, rented, or purchased within 180 days of the previous occupancy due to various economic circumstances. Staff's opinion is that these circumstances are not results of actions of the applicant.*

DETERMINATION OF APPLICABLE LAW:

The UDO defines a Special Exception as a relaxation of the terms of the Unified Development Ordinance where such an exception will not be contrary to the public interest, and where, owing to conditions peculiar to the property, a literal enforcement of the ordinance would result in undue hardship. Special Exceptions are necessary when an applicant seeks to establish or expand a use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.
Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO). Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.
A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)
Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
The property changes ownership
The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.
The UDO defines **Hardship** as:
Hardship means the unnecessary hardship that would result from a failure to grant the requested variance or special exception. An unnecessary hardship exists if:
(1) the land in question cannot yield a reasonable return if used only
(a) for a purpose allowed in that zone (applicable to special exceptions), or
(b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
(2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
(3) that the use to be authorized by the variance will not alter the essential character of the locality.

RECOMMENDATION:

The Planning Commission recommends City Council approve the Special Exception due to the existing characteristics of the neighborhood.
The City Council may:
Approve the Special Exception;
Approve the Special Exception with changes; or
Deny the Special Exception.

ATTACHMENTS:

1. Excerpt GPC Meeting 1.4.24 (#24-03-SE)
2. Complete Packet 24-03-SE

Excerpt from January 4, 2024, Gautier Planning Commission Meeting:

The Planning Department has received a request for a Special Exception that would allow occupancy of an existing single-family dwelling located in a C-2 Community Commercial District. 7609 Martin Bluff Road, (GPC #24-03-SE).

Scott Ankerson, Planning Director, gave a brief overview of the case. He advised the Commissioners that the City is looking into a Comprehensive Rezoning of some of the property in the area that was split zoned in the Comprehensive Future Land Use Plan and current Zoning maps when the Comprehensive Plan was approved in 2010. He reminded Commissioners that there had been several cases that had come before them regarding split zoned properties and they had voted to rezone the property in its entirety to one of the zones. He noted that some of the C-2 zoning in the area of the request bleeds over into the existing subdivision or residential use.

Commissioner Davis wanted to verify that the reason the request was before them was because the property was zoned C-2. He asked if it had been zoned R-1 would they have heard the request because the square footage is below what is required in R-1 or would it be grandfathered in because it was existing prior to the rezoning.

Mr. Ankerson stated that it was a Special Exception because it was located in a C-2 district, and had it been in an R-1 district it would have been grandfathered in.

Chairman Jamison noted that the applicant said there had been squatters in the home since it had been vacant. Chairman Jamison said she agreed that squatters would be a danger to the area.

Commissioner Davis asked Mr. Ankerson if this property would be one that the City would be rezoning to R-1.

Mr. Ankerson said that Staff would be proposing that this property, and others in the area like this one, be rezoned to R-1.

REQUEST:

The Planning Department has received a request from Thomas Dunaway for a Special Exception that would allow occupancy of an existing single-family dwelling in a C-2 Community Commercial Zoning District at 7609 Martin Bluff Road. PID #85700089.000 (GPC #24-03-SE). The application fee of $250 was paid on December 11, 2023. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 7609 Martin Bluff Road, PID #85700089.000 (See Exhibit A)

2. General features of the proposed project:
   Existing House: approximately 1000 square feet
   Lot Size: 1.75 acres

3. Potable Water and Wastewater Services: Existing at current location

4. Current Zoning (See Exhibit B): C-2 Community Commercial

5. Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial, and R-1 Low Density Single-Family Residential

6. Current Surrounding Existing Land Use (See Exhibit C): Very Low to Low Density Residential, Vacant, and Commercial - Retail.

7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Density Residential.

DISCUSSION:

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

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

Applicant Response: We purchased this property with knowledge it was already zoned residential and when we went to get the electricity and water turned on they notified us that it had been over the allotted days without it and it had automatically switched to "commercially zoned". It has been vacant over a year and now has squatters that go to the Dollar General and pick trash out on a daily basis. They then come back to property and rummage through trash and leave the remains all over the property. We would greatly appreciate if you would allow us to reoccupy the house as residential so we can update and do the needed repairs to property.

Staff Finding: *There are others in the immediate area commonly enjoying single-family homes in this same C-2 designated district.*

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

Applicant Response: *If we had a Special Exception, we could have the power and water turned on to restore the home to living condition with the original 1000 square footage. If people were able to live there, there would be no squatters loitering, littering and creating a injurious environment to the neighborhood.*

Staff Finding: *There are currently single-family homes in the immediate vicinity of the proposed site of the Special Exception. Staff's opinion is that approval of the request will not negatively affect the neighborhood.*

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

Applicant Response: *I purchased this property with the intention of completing the current restorations and living in it. When purchasing the residence it had no electricity or water and we had no knowledge of how long the residence had been sitting without utilities. The seller did know that without utilities it would be re-zoned commercial. Both parties had no knowledge.*

Staff Finding: *Not all single-family homes will be leased, rented, or purchased within 180 days of the previous occupancy due to various economic circumstances. Staff's opinion is that these circumstances are not results of actions of the applicant.*

DETERMINATION OF APPLICABLE LAW:

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

2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.

4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)

5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:
   A. The property changes ownership
   B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or
   C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

Chairman Jamison asked the applicant if he was going to be living in the house.

Thomas Dunaway, the applicant, said he would be renting the house out. He said he buys homes that are distressed, fixes them up, and then rents them out. He said two windows have been broken since he applied for the Special Exception, and he has filed two police reports within the last month.

Commissioner Hoover asked how soon he planned to start fixing the house.

Mr. Dunaway said he would immediately fix the windows, and the doors that had been kicked in.

Ellen Malone stated that she lives on the corner of Martin Bluff and Hickory Hill Drive, and she is in support of the request. She said that lot, and the area around it, needed to be rezoned to R-1 because there is residential housing all around it. When she found out what type of businesses could actually go in the area, they would really not fit into her neighborhood.

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

ACTION TAKEN:

Commissioner Ward made a motion to recommend approval of the Special Exception due to the existing characteristics of the neighborhood.

Chairman Jamison seconded the motion, and the following vote was recorded:

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

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

January 4, 2024

GPC #24-03-SE

Thomas Dunaway

7609 Martin Bluff Road

VII. NEW BUSINESS

2. Consider a request for a Special Exception that would allow occupancy of an existing single-family dwelling located in a C-2 Community Commercial Zoning District. 7609 Martin Bluff Road, (GPC #24-03-SE)

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: December 29, 2023

Subject: Consider a request for a Special Exception that would allow occupancy of an existing single-family dwelling in a C-2 Community Commercial Zoning District, 7609 Martin Bluff Road. (GPC #24-03-SE)

REQUEST:

The Planning Department has received a request from Thomas Dunaway for a Special Exception that would allow occupancy of an existing single-family dwelling in a C-2 Community Commercial Zoning District at 7609 Martin Bluff Road. PID #85700089.000 (GPC #24-03-SE). The application fee of $250 was paid on December 11, 2023. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial.

1. Location: 7609 Martin Bluff Road, PID #85700089.000 (See Exhibit A)

2. General features of the proposed project:
   Existing House: approximately 1000 square feet
   Lot Size: 1.75 acres

3. Potable Water and Wastewater Services: Existing at current location

4. Current Zoning (See Exhibit B): C-2 Community Commercial

5. Current Surrounding Zoning (See Exhibit B): C-2 Community Commercial, and R-1 Low Density Single-Family Residential

6. Current Surrounding Existing Land Use (See Exhibit C): Very Low to Low Density Residential, Vacant, and Commercial - Retail.

7. Comprehensive Plan Future Land Use Designation (See Exhibit D): Low Density Residential.

DISCUSSION:

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

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

Applicant Response: We purchased this property with knowledge it was already zoned residential and when we went to get the electricity and water turned on they notified us that it had been over the allotted days without it and it had automatically switched to "commercially zoned". It has been vacant over a year and now has squatters that go to the Dollar General and pick trash out on a daily basis. They then come back to property and rummage through trash and leave the remains all over the property. We would greatly appreciate if you would allow us to reoccupy the house as residential so we can update and do the needed repairs to property.

Staff Finding: *There are others in the immediate area commonly enjoying single-family homes in this same C-2 designated district.*

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

Applicant Response: *If we had a Special Exception, we could have the power and water turned on to restore the home to living condition with the original 1000 square footage. If people were able to live there, there would be no squatters loitering, littering and creating a injurious environment to the neighborhood.*

Staff Finding: *There are currently single-family homes in the immediate vicinity of the proposed site of the Special Exception. Staff's opinion is that approval of the request will not negatively affect the neighborhood.*

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

Applicant Response: *I purchased this property with the intention of completing the current restorations and living in it. When purchasing the residence it had no electricity or water and we had no knowledge of how long the residence had been sitting without utilities. The seller did know that without utilities it would be re-zoned commercial. Both parties had no knowledge.*

Staff Finding: *Not all single-family homes will be leased, rented, or purchased within 180 days of the previous occupancy due to various economic circumstances. Staff's opinion is that these circumstances are not results of actions of the applicant.*

DETERMINATION OF APPLICABLE LAW:

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

2. Special Exception requires a public hearing before the Planning Commission and approval by the City Council (Section 4.14 of the UDO).

3. Once an application for a Special Exception is submitted to the Planning Department, the procedures outlined in UDO Section 4.14.1 will be followed. At the appropriate time, The Planning Commission will conduct a public hearing to determine whether the applicant meets all relevant criteria, and make a recommendation to City Council pursuant to UDO Section 4.14.4. City Council, pursuant to UDO Section 4.14.4(C), will then consider the matter at its next regularly scheduled meeting and approve or deny the Special Exception.

4. A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4)

5. Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:

   A. The property changes ownership

   B. The property is being utilized in a manner not permitted under the zoning regulations or the special exception; or

   C. The property ceases to be used for the purpose allowed in the Special Exception for a period of one hundred eighty (180) days during the existence of the Special Exception.

The UDO defines **Hardship** as:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
GAUTIER, MISSISSIPPI

SPECIAL EXCEPTION HEARING APPLICATION

Public Hearing Number
24-03-SE

TYPE OF REQUEST:	FEE:
Special Exception _____	$251.00

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

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

Name of Applicant: THOMAS DUNAWAY

Name of Business: RAMPDR, LLC

Address: 7609 MARTIN BLUFF, GAUTIER MS 39553

Mailing Address (if different): 4447 Jeremiah Cv, D'IBERVILLE MS 39540

Email Address: WECARE@RAMPDR.COM

Phone: 2282820869 Cell Phone: _____

Reason for request, location and intended use of Property: _____

to allow occupancy of a house located in a commercial zone that has been vacant for over 180 days

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: Thomas J Dunaway

FOR OFFICE USE ONLY

Date Received 12/11/23 **Verify as Complete** Scott -

Fee Amount Received 251.00

Initials of Employee Receiving Application Babs

SPECIAL EXCEPTION

Criteria for Approval
Special Exception

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

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

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

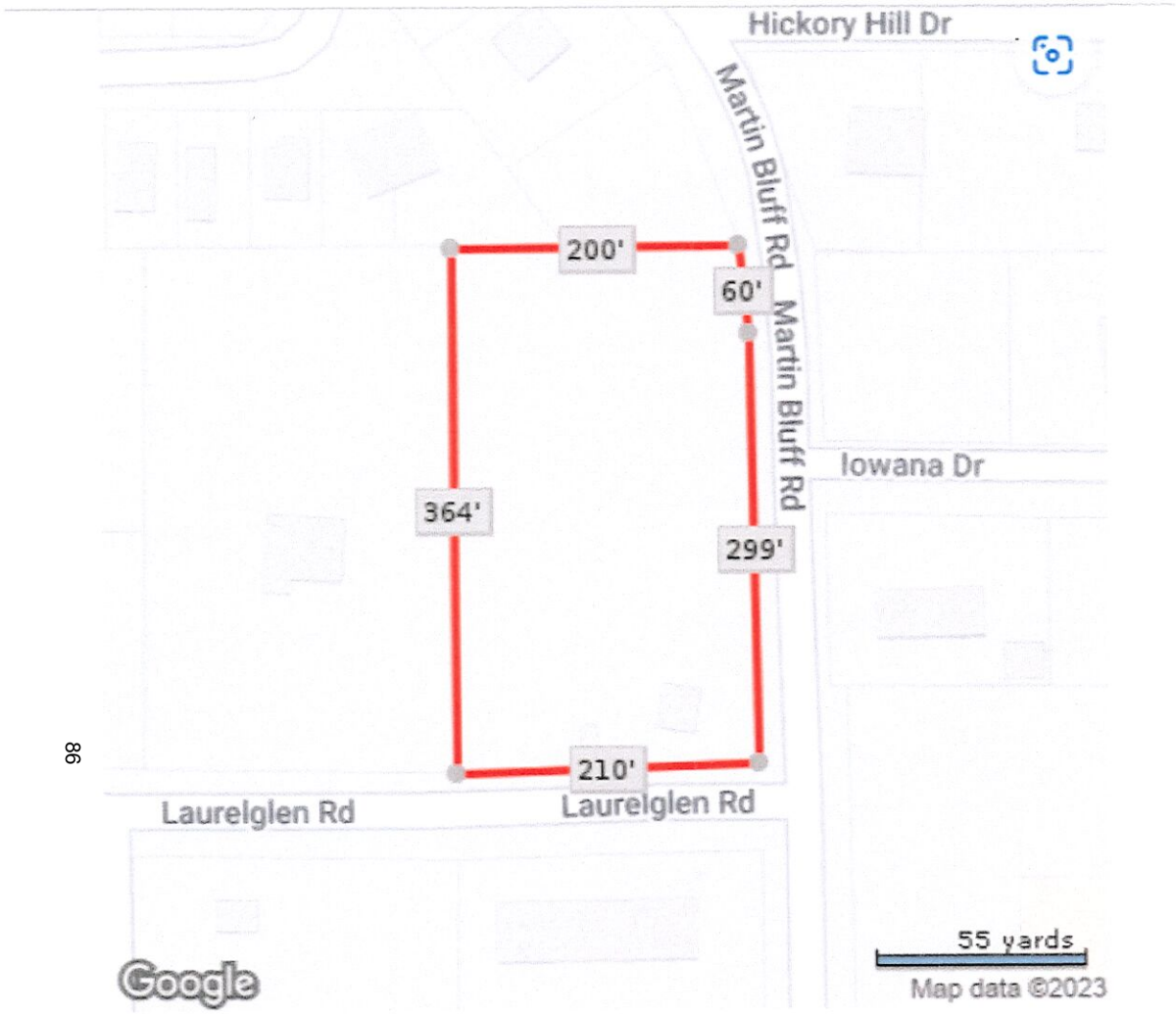
A. 5.4.5 R-1A, Medium Density Single-Family and Two-Family Residential District
Single-family and two-family principal uses and accessory structures in the R-1A District shall
Minimum Living Area of Dwelling units: Eleven hundred (1,100) square feet for single-family dwellings and two thousand (2,000) square feet for two-family dwelling units.

To allow occupancy of a house located in a commercial zone that has been vacant for over 180 days

B. If we had a Special Exception, we could have the power and water turned on to restore the home to living condition with the original 1000 square footage. If people were able to live there, there would be no squatters loitering, littering and creating a injurious environment to the neighborhood.
C. I purchased this property with the intention of completing the current restorations and living in it. When purchasing the residence it had no electricity or water and we had no knowledge of how long the residence had been sitting without utilities. The seller did know that without utilities it would be re-zoned commercial. Both parties had no knowledge.

Property Address: 7609 Martin Bluff Rd.
Gautier, MS 39553

Legal Description: BEG AT A PT BETWEEN LOTS 4 & 5 DIVISION OF JAMES MARTIN EST INTERSECTS THE W/MRG MARTIN BLUFF RD W 210' S 363' E 210' TOW/M MARTIN BLUFF RD N/ALG W/M RD 363' TO POB PT LOT 5 JAMES MARTIN EST DB 1632-502 (312 MAP771.12-01)



are Estimated

85700089.000 DUNAWAY THOMAS

https://webmap.co.jackson.ms.us/ 12/19/2023

85700089.000 DUNAWAY THOMAS

PIDN: 85700089.000

GISP: 771.12-01-0312.00

Owner Information

Percent of Ownership: 100

Name: DUNAWAY THOMAS

Name 2:

Mailing Address: 4447 JEREMIAH CV
D'IBERVILLE MS
39540

Site Address: 7609 MARTIN BLUFF RD GAUTIER

Land Information

Section: 12

Acreage: 1.75

Township: 7

Range: 7

Street Name MARTIN BLUFF RD

Value and Tax Information

Total Assessed Value: 5561

Total Appraised Value: 37072

Improvement Value: 22652

Land Value: 14420

Tax Amount: 799

SQ FT: 768

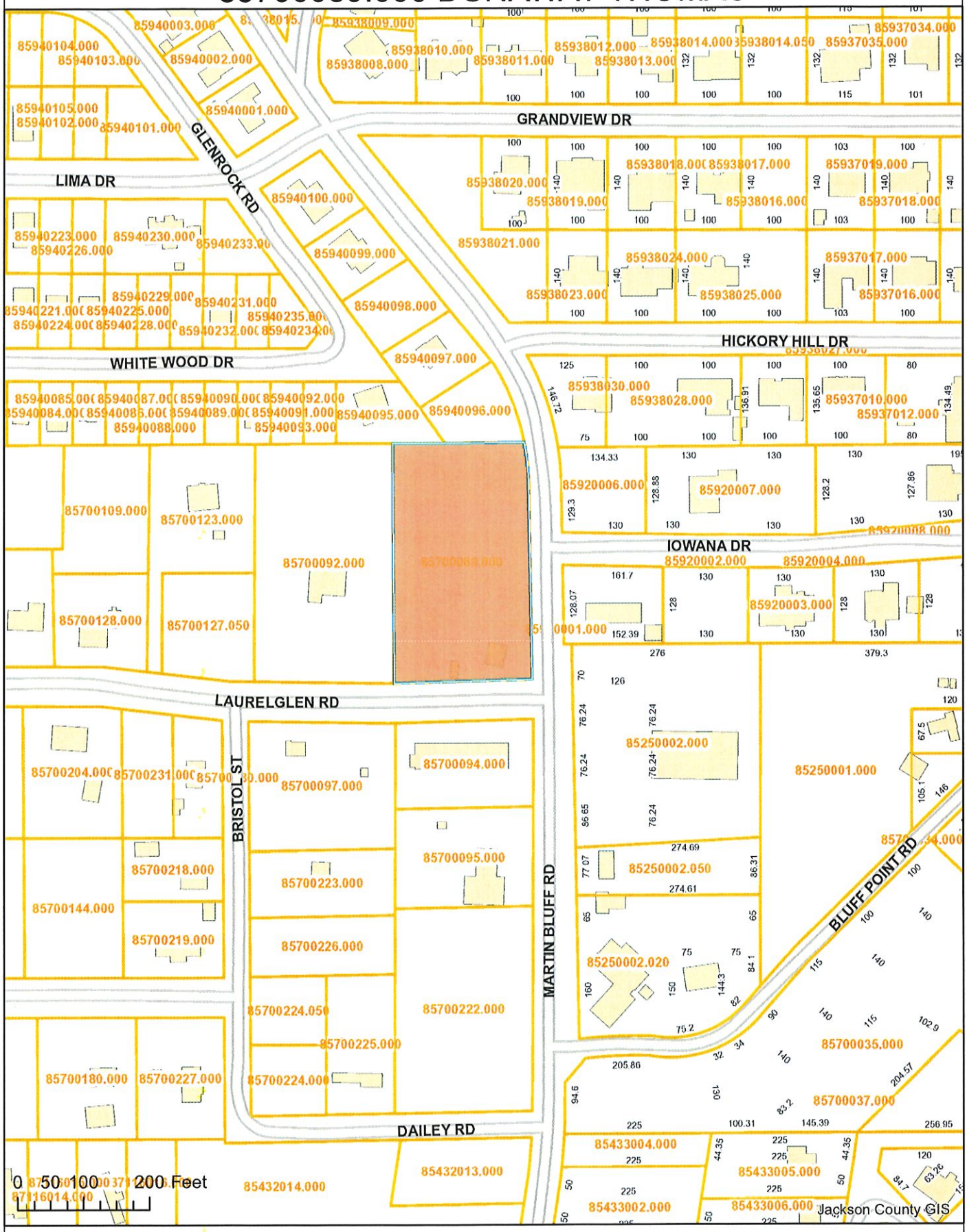
Year Built: 1940

Legal Description

Description: BEG AT A PT BETWEEN LOTS 4 & 5 D
IVISION OF JAMES MARTIN EST INTE
RSECTS THE W/MRG MARTIN BLUFF RD
W 210' S 363' E 210' TO W/M MAR
TIN BLUFF RD N/ALG W/M RD 363' T
O POB PT LOT 5 JAMES MARTIN EST
DB 2080-551 (312 MAP771.12-01)

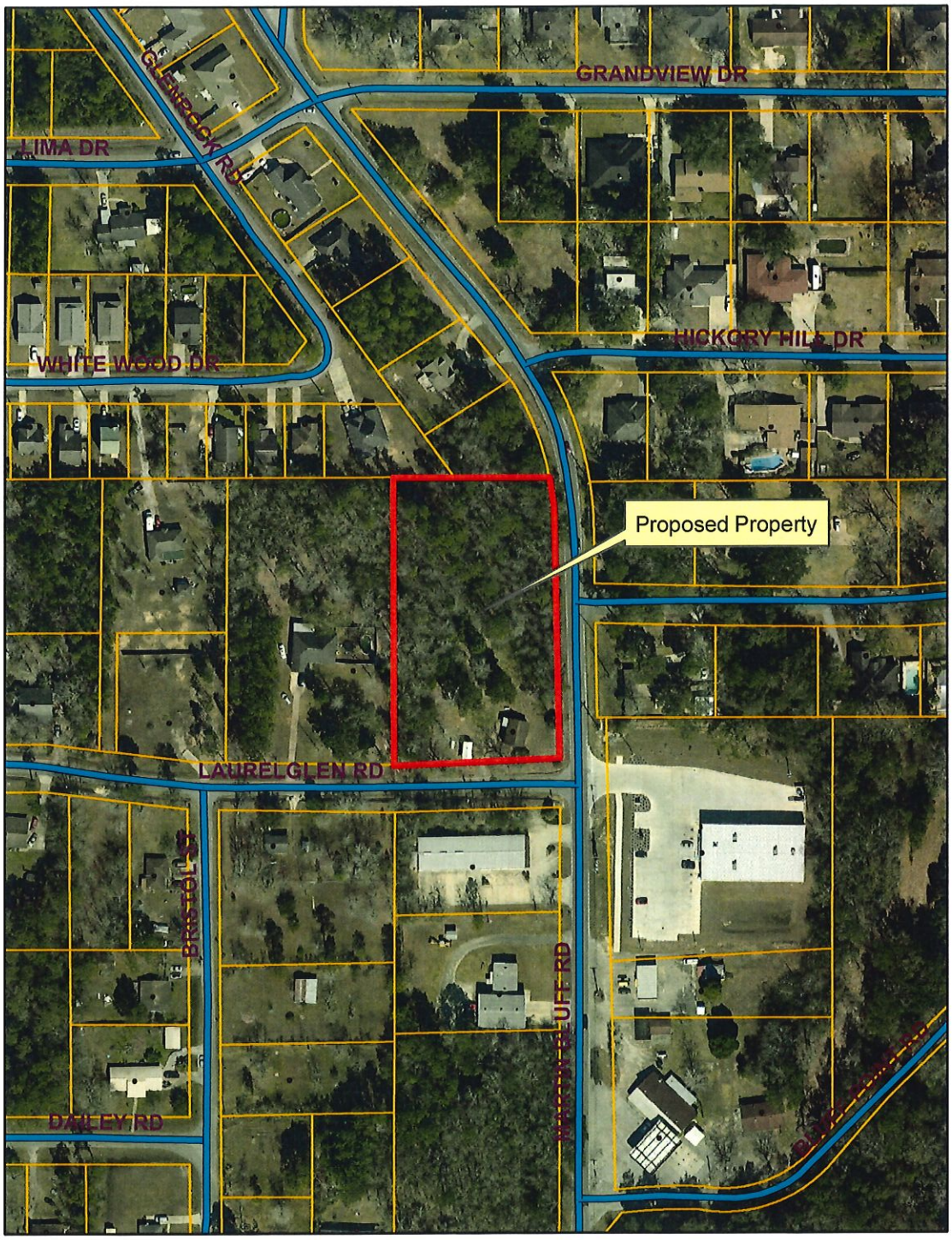
Deed Book / Page: 2080 / 551

85700089.000 DUNAWAY THOMAS



https://webmap.co.jackson.ms.us/ 12/14/2023

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

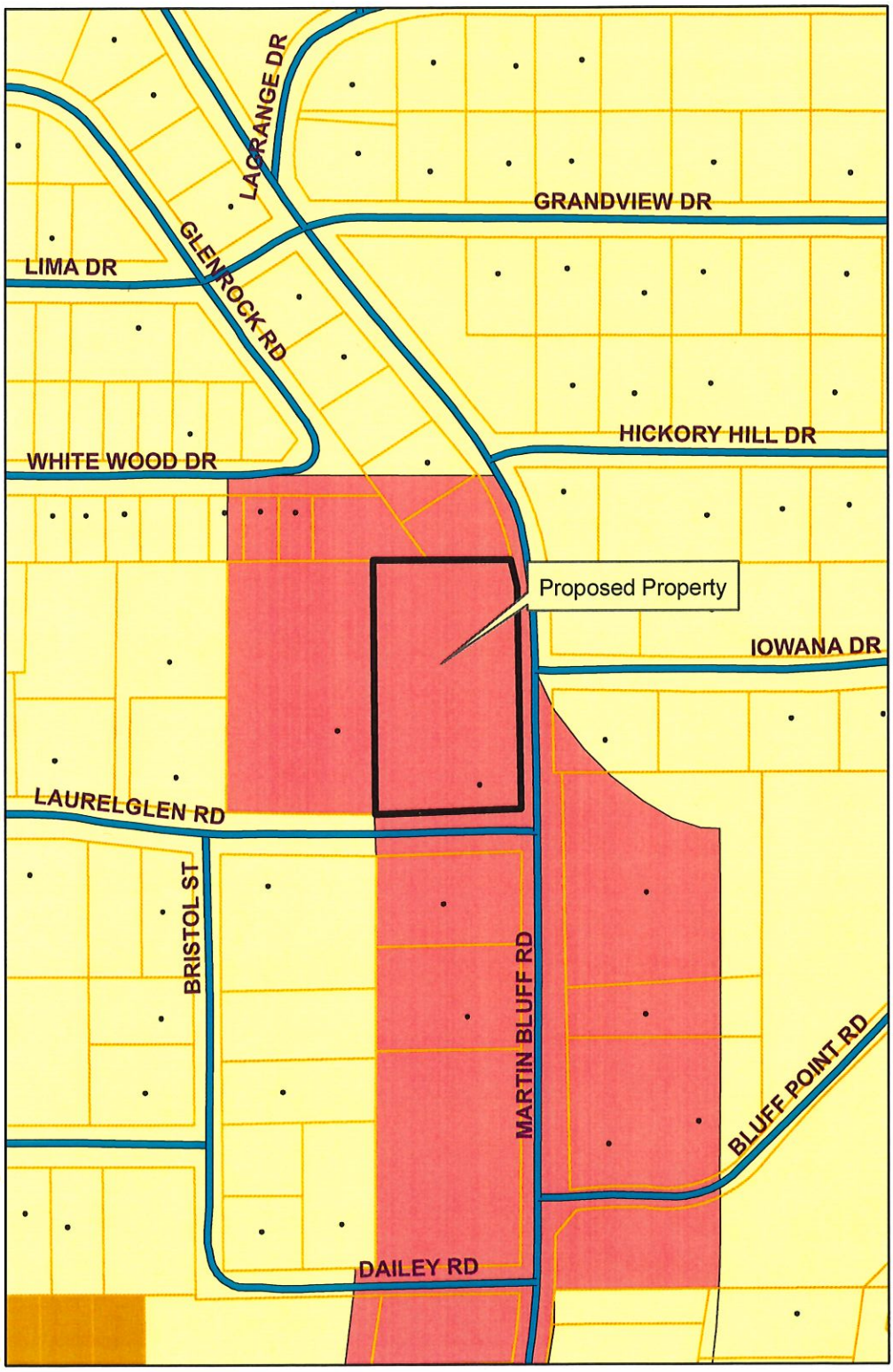
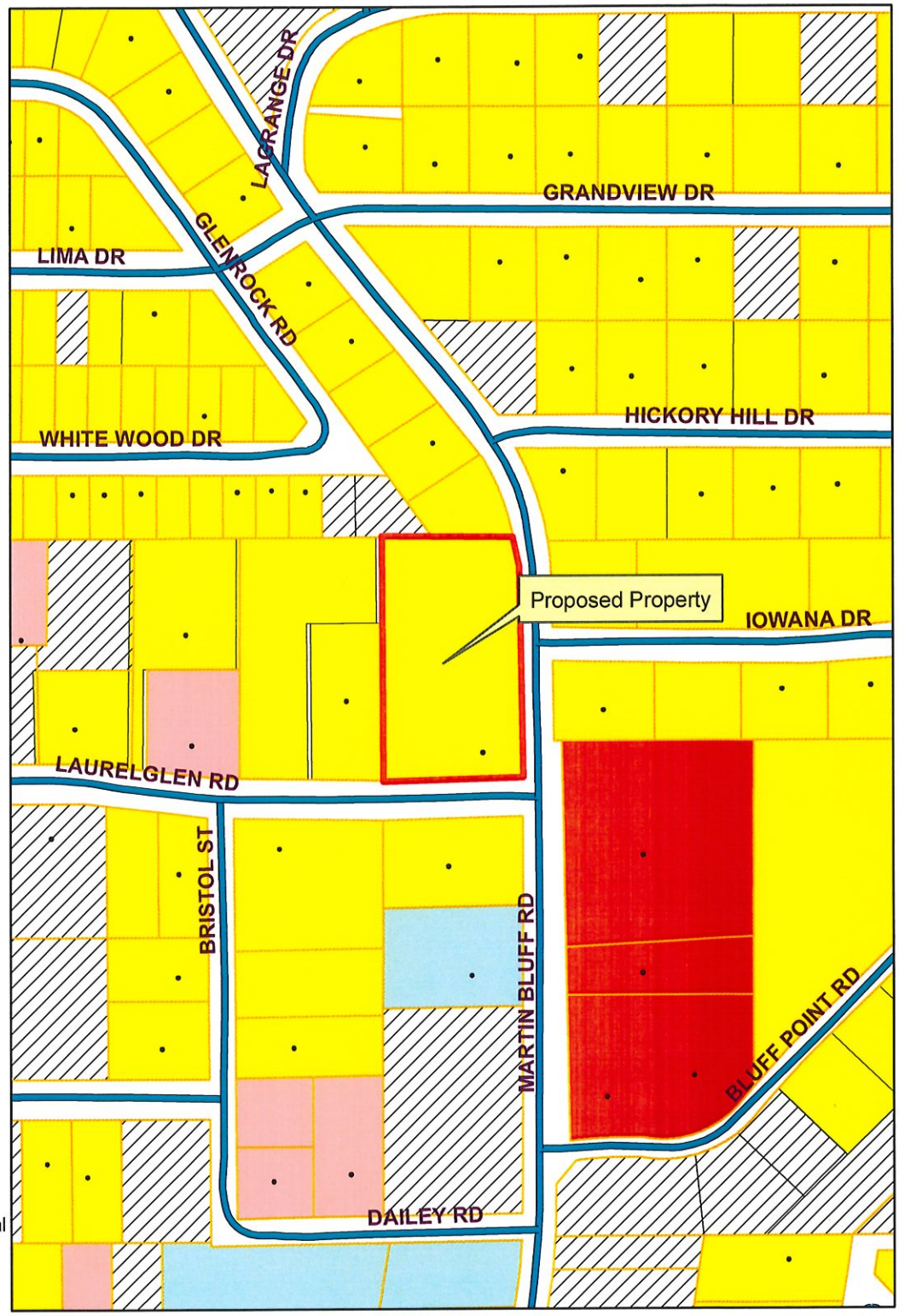


Exhibit C
Existing Land-Use

Prepared by:

City of Gautier
Planning Department



Legend

EXISTING LAND USE

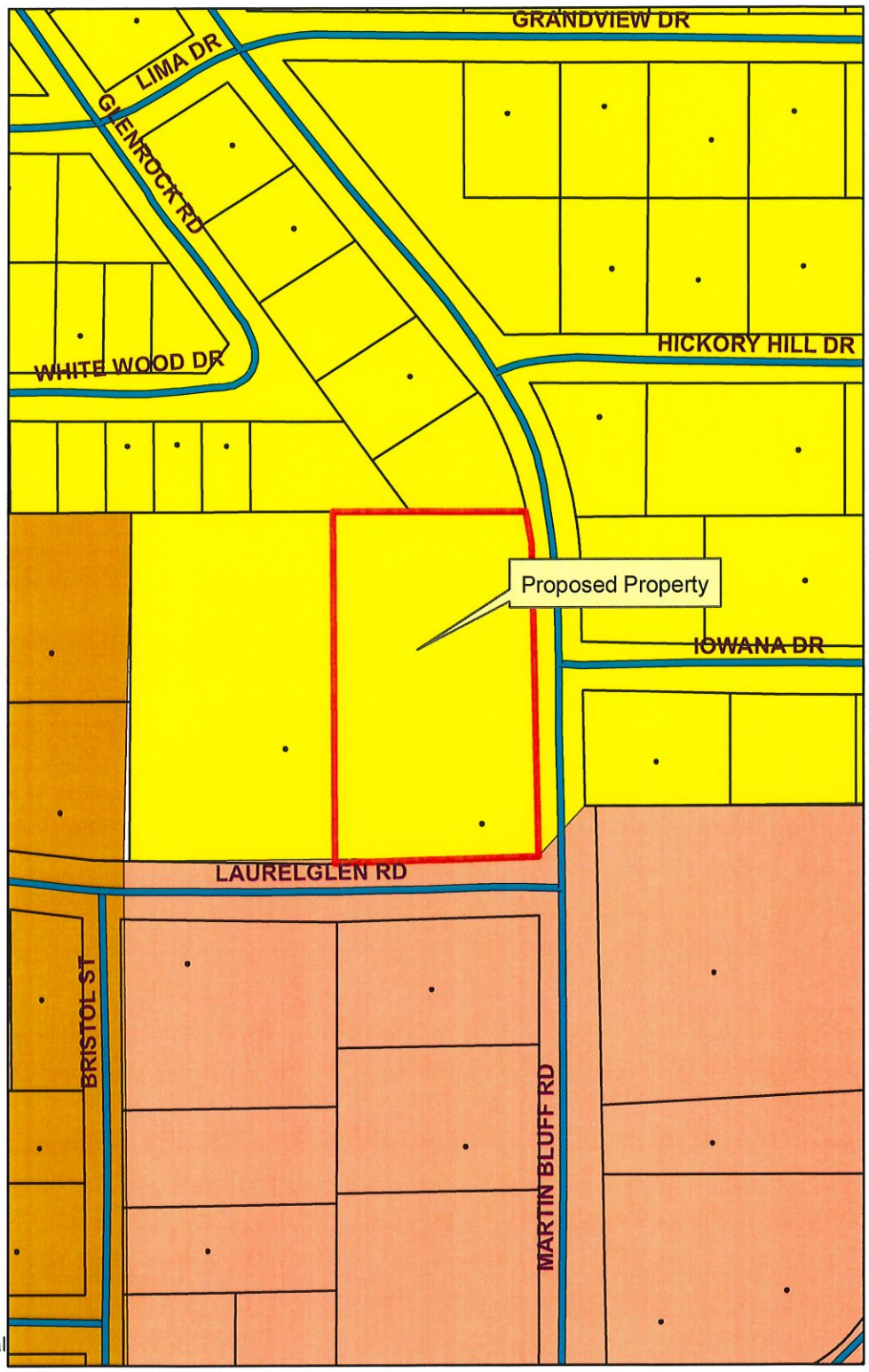
ELU_08

- 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 Anderson made the motion to approve the Planning Commission's recommendation for a nine-foot (9') variance to side yard setback requirements, as presented, in a R-1 Low Density Single-Family Residential Zoning District located at 625 Susan Circle, Gautier, MS (GPC #24-04-VAR). 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 467-2024

WHEREAS, the Planning Department received a request from the homeowner, located at 625 Susan Circle, (PID #81817175.000) for a nine-foot (9') variance to side yard setbacks for a double carport; and

WHEREAS, the property owner requests a nine-foot (9') variance to side yard setbacks for a double carport in a R-1 Low Density Single Family Residential Zoning District; and

WHEREAS, the applicant's single carport was destroyed by fire. By making the previous single carport a double carport, he would only be one foot (1') from side property line. The Unified Development ordinance requires a ten-foot (10') minimum side yard setback for a house in a R-1 District. The applicant will need a nine-foot (9') variance to side yard setback requirements.; and

WHEREAS, increasing the size of the original carport would place the side yard setback at one-foot (1') instead of the ten-foot (10') setback which is required by the Unified Development Ordinance. The applicant is an odd shaped lot and he will need a nine-foot (9') variance to side yard setbacks in order to build the double carport; and

WHEREAS, Planning Commission conducted a public hearing on this request and recommended approval of same;

WHEREAS, based on the information presented to the Council, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance have been met in this case;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby adopts the Gautier Planning Commission's recommendation to approve this variance;

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

Motion was made by **Councilman 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 January 16, 2024.

CITY OF GAUTIER
MEMORANDUM

To:	Paula Yancey, City Manager
From:	Babs Logan, Planning Technician
Date:	01/09/2024
Subject:	Consider a request for a nine-foot (9') Variance to side yard setback requirements in a R-1 Low Density Single-Family Residential Zoning District. 625 Susan Circle, (GPC #24-04-VAR)

REQUEST:

The Planning Department has received a request from William and Angela Blackburn for a nine-foot (9') Variance to side yard setback requirements in a R-1 Low Density Single-Family Residential Zoning District at 625 Susan Circle, PID #81817175.000, (GPC #24-04-VAR). The application fee of $175 was paid on November 21, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant's previous single carport was destroyed by a fire. He would like to build back with a double carport. By making the previous single carport a double carport he would only be one foot (1') from the side property line. The Unified Development Ordinance (UDO) requires a ten foot (10') minimum side yard setback for a house in a R-1 District. The applicant will need a nine-foot (9') variance to side yard setbacks.

DISCUSSION:

The applicant would like to replace his previous single carport, which was destroyed by fire, with a double carport. Increasing the size of the original carport would place the side yard setback at one foot (1') instead of the ten-foot (10') setback which is required by the UDO. The applicant's lot is an odd shaped lot and he will need a nine-foot (9') variance to side yard setbacks in order to build the double carport.

DETERMINATION OF APPLICABLE LAW:

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

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

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

(1) the land in question cannot yield a reasonable return if used only

(a) for a purpose allowed in that zone (applicable to special exceptions), or

(b) as permitted by the dimensional requirements of this ordinance (applicable to variances);

(2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and

(3) that the use to be authorized by the variance will not alter the essential character of the locality.

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said

property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION:

The Planning Commission recommends that the City Council approve the variance request as presented.
The City Council may:
Approve the variance request as presented;
Approve the variance request with changes; or
Deny variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 1.4.24 (#24-04-VAR)
2. Complete Packet 24-04-VAR

Excerpt from January 4, 2024, Planning Commission Meeting:

The Planning Department has received a request for a nine-foot (9') Variance to side yard setback requirements in a R-1 Low Density Single-Family Residential Zoning District. 625 Susan Circle, (GPC #24-04-VAR)

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

REQUEST:

The Planning Department has received a request from William and Angela Blackburn for a nine-foot (9') Variance to side yard setback requirements in a R-1 Low Density Single-Family Residential Zoning District at 625 Susan Circle, PID #81817175.000, (GPC #24-04-VAR). The application fee of $175 was paid on November 21, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant's previous single carport was destroyed by a fire. He would like to build back with a double carport. By making the previous single carport a double carport he would only be one foot (1') from the side property line. The Unified Development Ordinance (UDO) requires a ten foot (10') minimum side yard setback for a house in a R-1 District. The applicant will need a nine-foot (9') variance to side yard setbacks.

DISCUSSION:

The applicant would like to replace his previous single carport, which was destroyed by fire, with a double carport. Increasing the size of the original carport would place the side yard setback at one foot (1') instead of the ten-foot (10') setback which is required by the UDO. The applicant's lot is an odd shaped lot and he will need a nine-foot (9') variance to side yard setbacks in order to build the double carport.

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:

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(2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
(3) that the use to be authorized by the variance will not alter the essential character of the locality.

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;

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

D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

Chairman Jamison noted that the property was very odd shaped and that it was just one corner of the structure that would be one foot from the property line. She then asked the applicant to present their case.

William Blackburn, the applicant, said he would like to extend an old carport out from a single carport to a double carport.

Chairman Jamison asked what kind of material would be used.

Mr. Blackburn there would be horizontal siding around the outside to match what was there before. It will be wood that will match the house. It will have an aluminum roof on it that also matches the roof on the house.

Chairman Jamison asked if the carport was already built.

Mr. Blackburn said they had started building when he realized that the contractor, he first hired had not gotten a permit. When the new contractor came to get a permit and found out that a variance was needed, they stopped work until they could get a variance.

Commissioner Ward asked if anyone had called or sent a letter objecting to the request.

Babs Logan, the Planning Technician, advised that David Boulton, the property owner that the structure would be closest to, had called and said he had no problem with the request.

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

ACTION TAKEN:

Commissioner Ward made a motion to recommend that the City Council approve the variance request as presented.

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

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

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

January 4, 2024

GPC #24-04-VAR

625 Susan Circle

VII. NEW BUSINESS

3. Consider a request for a nine-foot (9') Variance to side yard setback requirements in a R-1 Low Density Single-Family Residential Zoning District. 625 Susan Circle, (GPC #24-04-VAR)

CITY OF GAUTIER
STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: December 29, 2023

Subject: Consider a request for a nine-foot (9') Variance to side yard setback requirements in a R-1 Low Density Single-Family Residential Zoning District. 625 Susan Circle, PID #81817175.000, (GPC #24-04-VAR)

REQUEST:

The Planning Department has received a request from William and Angela Blackburn for a nine-foot (9') Variance to side yard setback requirements in a R-1 Low Density Single-Family Residential Zoning District at 625 Susan Circle, PID #81817175.000, (GPC #24-04-VAR). The application fee of $175 was paid on November 21, 2023. All public notice requirements have been met.

BACKGROUND:

The applicant's previous single carport was destroyed by a fire. He would like to build back with a double carport. By making the previous single carport a double carport he would only be one foot (1') from the side property line. The Unified Development Ordinance (UDO) requires a ten foot (10') minimum side yard setback for a house in a R-1 District. The applicant will need a nine-foot (9') variance to side yard setbacks.

DISCUSSION:

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UDO SECTION 4.18: Variance

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4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;

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

D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI

PLANNING DEPARTMENT

PUBLIC HEARING APPLICATION

Public Hearing Number

24-04-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:		FEE:
Variance	_____	$176.00

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

Name of Applicant: William & Amanda Blackburn

Name of Business: N/A Phone: 228-327-7980

Property Address: 625 Susan Cir Gautier MS 39553 Mailing Address (if Different): SAME

E-Mail Address: SCAFFWOB@Yahoo.com

Reason for request, location and intended use of Property: Fire on July 30th Burned old Carport, While Rebuilding would like to Increase Size - See Narrative 9' Side yard variance

ATTACHMENTS REQUIRED AS APPLICABLE:

✓ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.

✓ 2. A detailed project narrative.

NA 3. Copy of protective covenants or deed restrictions, if any.

NA 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.

N/A 5. Any other information requested by the Planning Director.

Signature of Applicant: [signature] Date of Application: 11-21-2023

FOR OFFICE USE ONLY

Date Received 11/21/23 Verify as Complete Scott

Fee Amount Received 176.00 Initials of Employee Receiving Application Bals

VARIANCE

Criteria for Approval

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

   Our lot is shaped like an offset Pentagon (not Equal sides) Additionally we have Driveway Easements on north and south side for neighbor Driveways with a public road on the West - Drawing Attached.

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

   No the Existed when we obtained the property

3. How will the literal interpretation of the provisions of this Ordinance deprive you of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? Explain. The ordinance does not allow me to build out to property line. I can only build out to the East and the Carport is already there so making it a Double Carport will put it on the property within 1'

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

   It will allow me to Double my Carport and Have it 1' off the property line.

   The Carport is Already there and After a Fire we would like to make it a Double Carport. East is the only way we can build it out so this will put us close to the property line

Narrative

On July 30th, 2023, our 5th wheel camper was struck by lighting and burned completely. During the fire the carport and east side of our house also burned along with the west side of our neighbor's house.

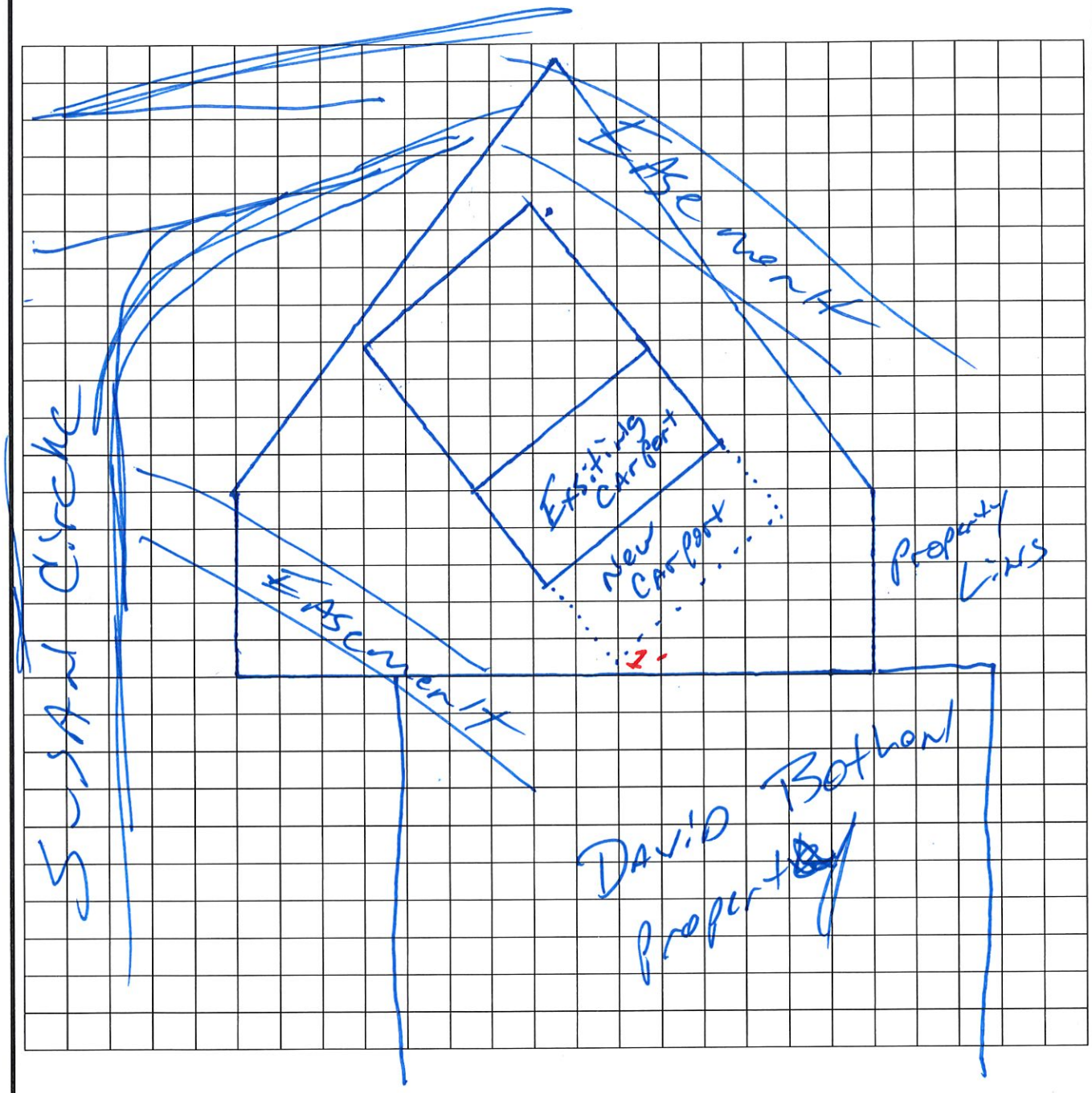
The carport was a single carport, so because we will not be getting another camper, we would like to expand our carport to a double carport.

We have an abnormal shaped lot. (see attached drawing by Duke Land Surveying) It is a non-equal sided Pentagon, with drive easements, for neighbors to access their property on either side. The easements are on the north and south sides on the property with Susan circle road on the west.

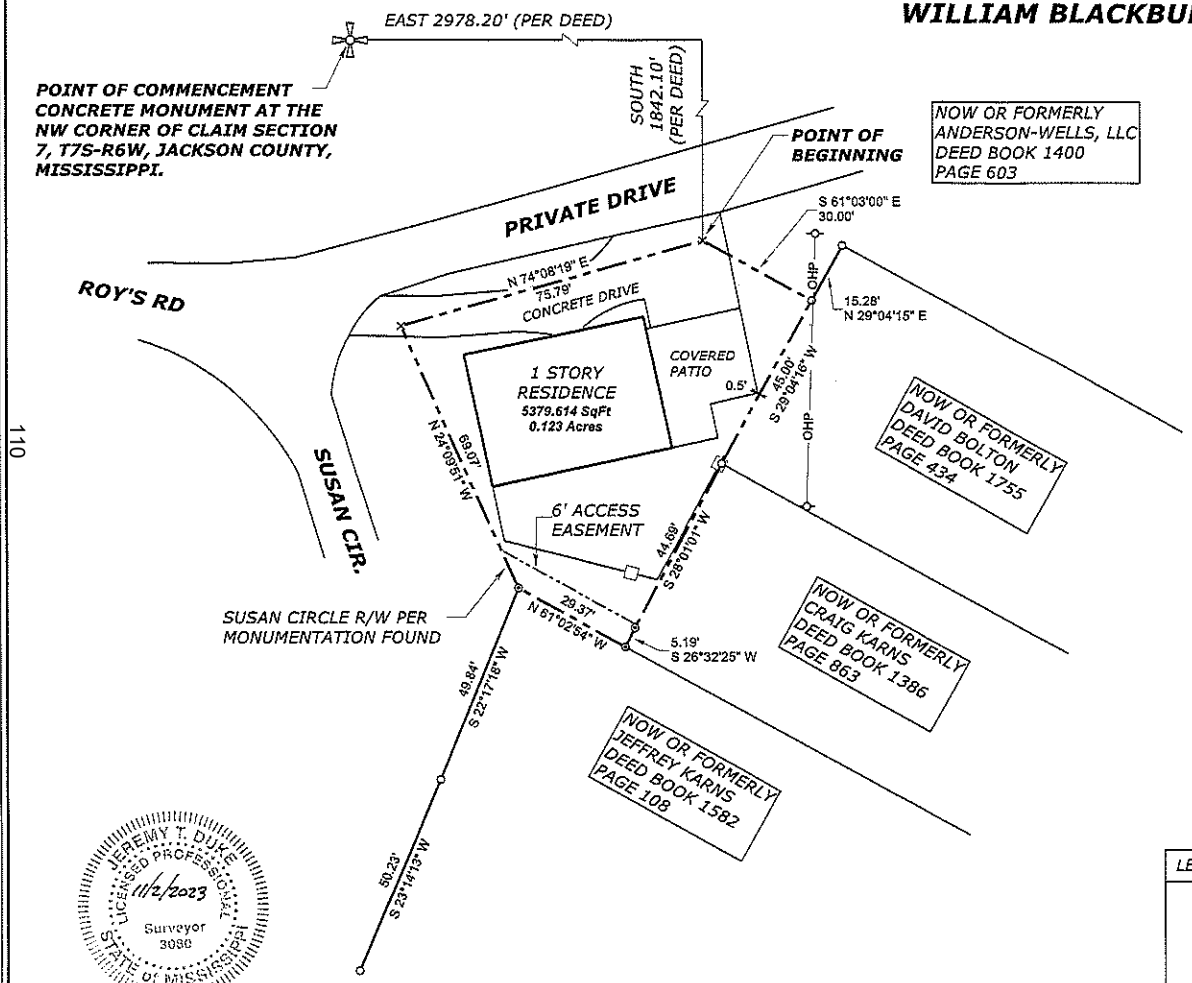
In order to expand the carport to a double we would need to be one foot off the property line to the east. We have spoken with each of our neighbors, including David Bolton, whose property line we will be close to, and all are ok with our plan.

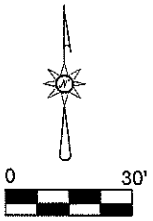
The carport will be covered with a metal roof, and horizontal boards around the outside as the carport was before the fire.

DIAGRAM


Easement
Existing Carport
New Carport
Property Lines
Easement
David Bothom
Property

SURVEY PREPARED FOR:
WILLIAM BLACKBURN





PROPERTY DESCRIPTION PER SURVEY

Commencing at a concrete monument found marking the northwest corner of Claim Section 7, Township 7 South, Range 6 West, Jackson County, Mississippi, and run East a distance of 2978.20 feet to a point; thence run South a distance of 1845.10 feet to a chiseled "X" in a concrete driveway for the Point of Beginning; thence run South 61 degrees 03 minutes 00 seconds East a distance of 30.00 feet to a found 1/2 inch rebar; thence run South 29 degrees 04 minutes 16 seconds West a distance of 45.00 feet to a found 1/2 inch rebar; thence run South 28 degrees 01 minutes 01 seconds West a distance of 45.69 feet to a found 1 inch iron pipe; thence run South 26 degrees 32 minutes 25 seconds West a distance of 50.19 feet to a found 1 inch iron pipe; thence run North 61 degrees 02 minutes 54 seconds West a distance of 29.37 feet to a found 1/2 inch iron pipe; thence run North 24 degrees 09 minutes 51 seconds West a distance of 69.07 feet to a chiseled "X" in a concrete driveway; thence run North 74 degrees 08 minutes 19 seconds East a distance of 75.79 feet back to the Point of Beginning, containing 0.123 acres, more or less.

GENERAL NOTES

1. This survey was performed without the benefit of a Title Search.
2. The field date of this Class B survey is November 1, 2023.
3. Bearings are based on State Plane coordinates, MS East 2301, with a base station located at N325376.431, E1043584.850, a convergence angle of 00°06'25" and a combined scale factor of 0.99995508.
4. Reference Material: DB 1820, PG 805; DB 1755, PG 434; DB 1386, PG 863; DB 1582, PG 108; DB 1400, PG 603.

Survey by Rick Menhennett dated June 28, 2000.

JEREMY T. DUKE LICENSED PROFESSIONAL 11/2/2023 Surveyor 3080 STATE OF MISSISSIPPI

Jeremy T. Duke, PLS
MS PLS No. 3080

ABBREVIATION LEGEND

DB - DEED BOOK
PG - PAGE
R/W - RIGHT-OF-WAY

LEGEND	
×	Chiseled X
○	Found 1/2" Rebar
✢	Section Corner
◎	Found Iron Pipe
— — —	Property Boundary
—OHP—	Overhead Power
—□—	Wood Privacy Fence
—○—	Power Pole

DUKE LAND SURVEYING
4101 GAUTIER VANCLEAVE RD. SUITE 101
GAUTIER, MS 39553
228-202-1828
jeremyduke@ymail.com

FILE NAME		DRAWING
7-7-6 JA.TRV		223-106
SCALE	DATE	DRAWN BY
30 Ft/In	11-2-2023	JTD
JOB	REVISION	SHEET
223-106	0	1/1

Traverse PC

81817175.000 BLACKBURN WILLIAM O & ANGELA D

PIDN: 81817175.000

GISP: 764.19-02-0217.00

Owner Information

Percent of Ownership: 100

Name: BLACKBURN WILLIAM O & ANGELA D

Name 2:

Mailing Address: 2312 GREENWAY DR
GAUTIER MS
39553

Site Address: 625 SUSAN CIR GAUTIER

Land Information

Section: 7

Acreage: 0.14

Township: 7

Range: 6

Street Name SUSAN CIR

Value and Tax Information

Total Assessed Value: 9086

Total Appraised Value: 60571

Improvement Value: 55111

Land Value: 5460

Tax Amount: 1306

SQ FT: 1120

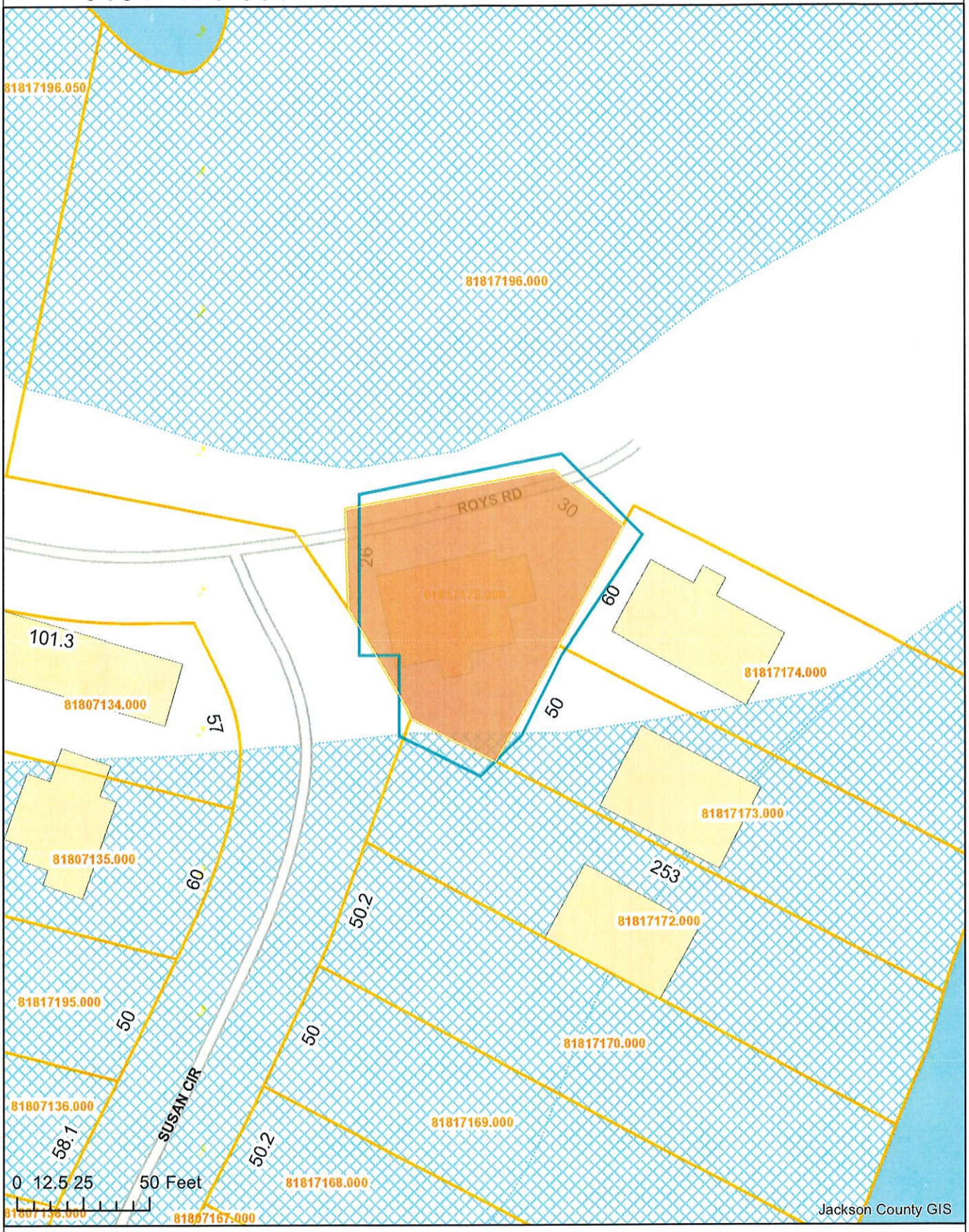
Year Built: 1960

Legal Description

Description: BEG NWC SEC 7 S 1842.1' E 2978.2 FOR POB S 61 DEG E 30' S 28 DEG W 95' N 52 DEG W 87' N 26 DEG E 26' N 74 DEG E 80' TO POB DB 18 20-805 (217 MAP764.19-02)

Deed Book / Page: 1820 / 805

81817175.000 BLACKBURN WILLIAM O & ANGELA D



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

12/20/2023

Exhibit A
Location Map

Prepared by:

City of Gautier
Planning Department

Exhibit B
Existing Zoning

Prepared by:

City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

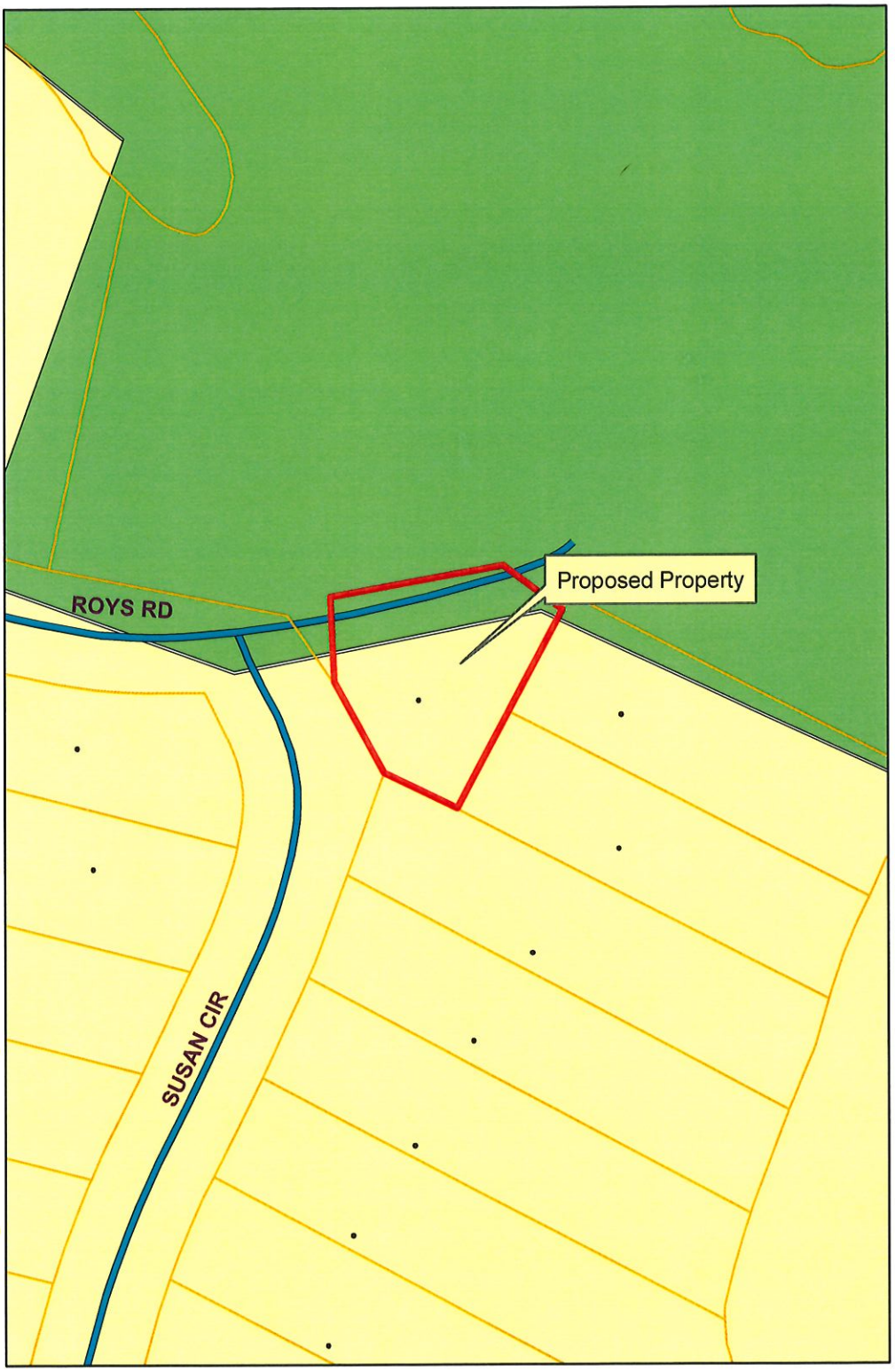
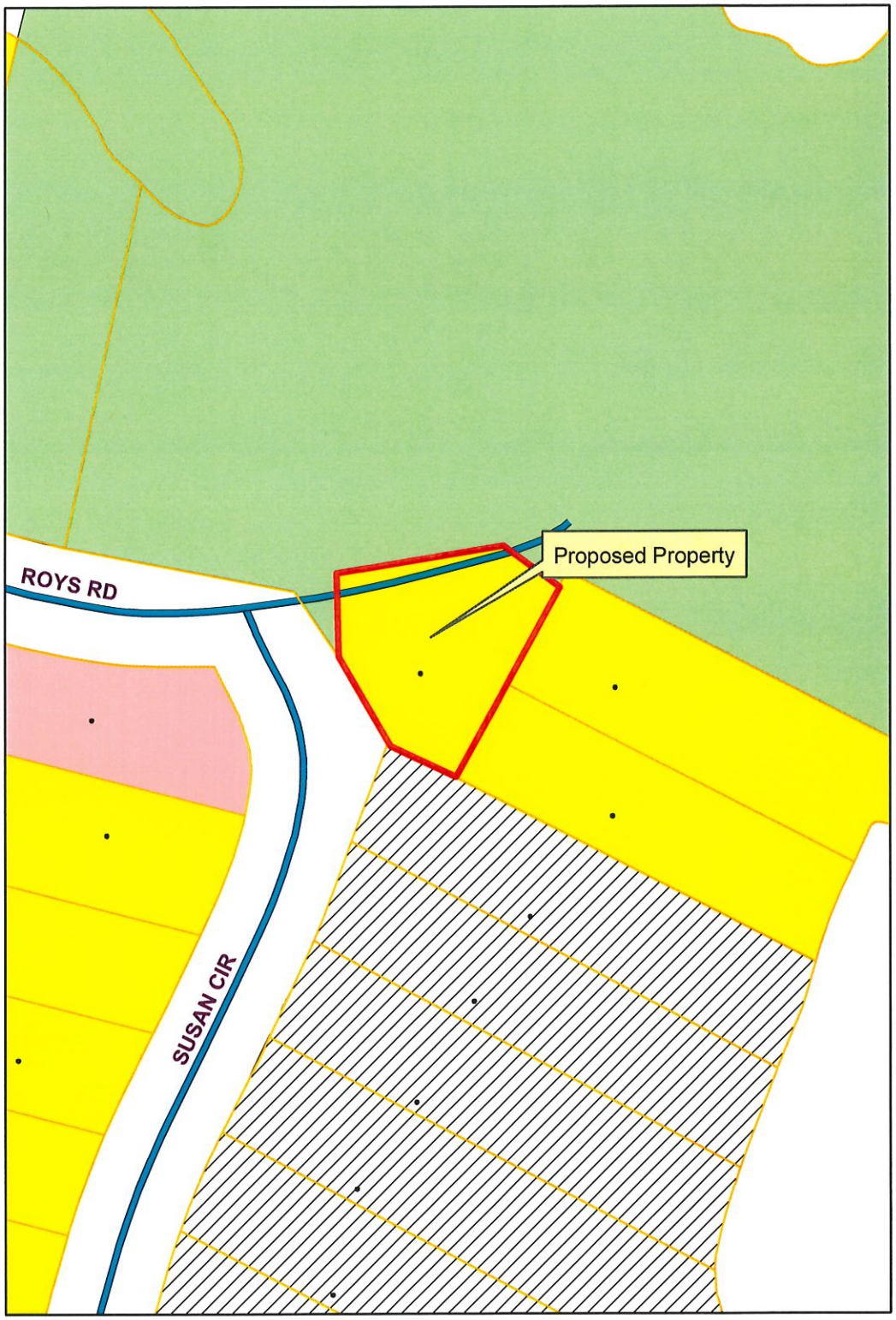


Exhibit C
Existing Land-Use

Prepared by:

City of Gautier
Planning Department



Legend

EXISTING LAND USE

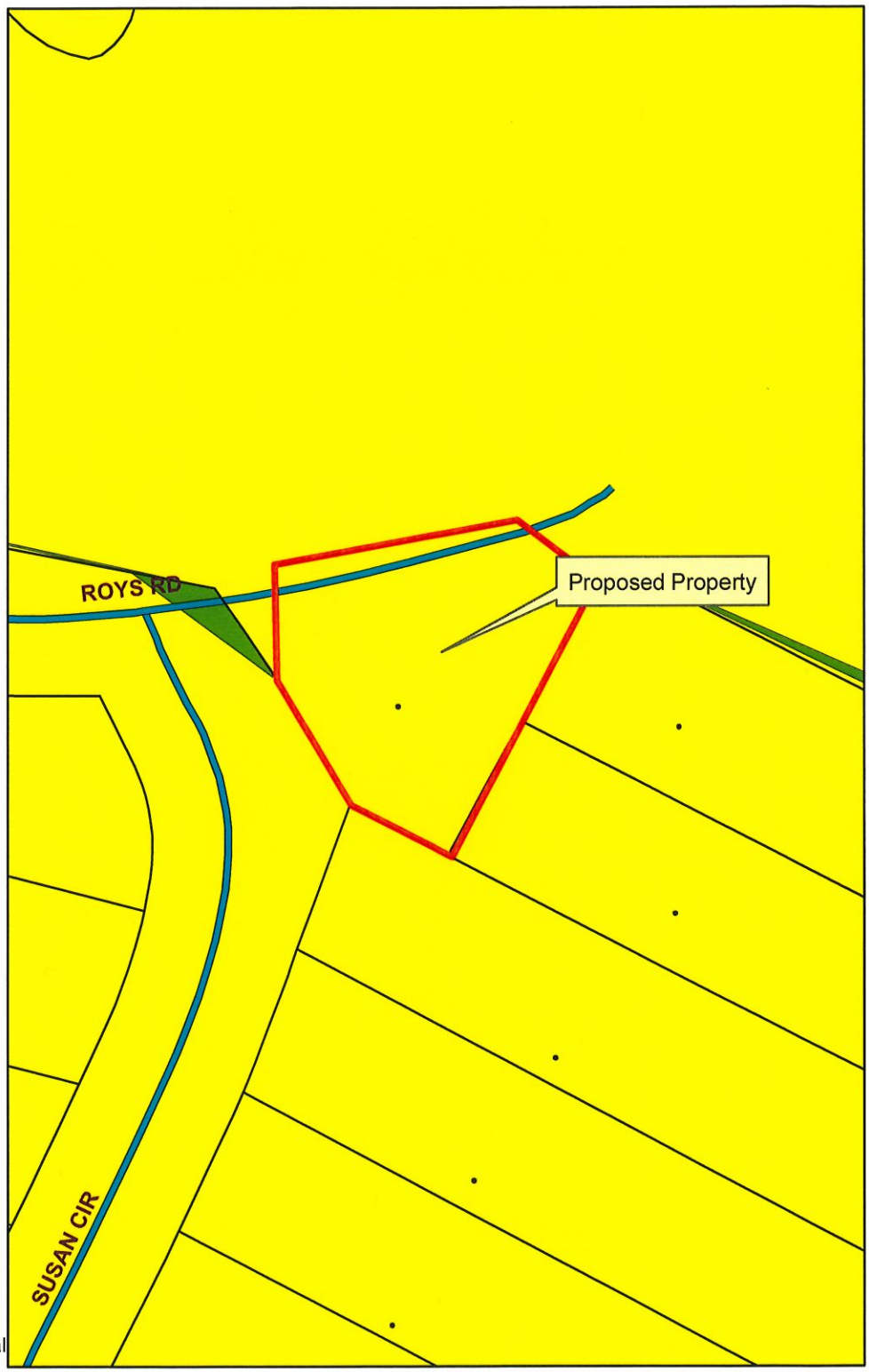
ELU_08

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

Exhibit D
Future Land-Use

Prepared By:

City of Gautier
Planning Department



Legend

FUTURE LAND USE

FLU_Class

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

Councilman Colledge made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered and not fraudulent. Councilman 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 468-2024

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

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

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2024.

Docket of Claims
Release date from 01/16/2024 thru 01/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DIRECTV LLC	240728	01/16/2024	12/21/2023			175.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-698 / WEST STN: 022727663 (FEB)			X240114	01/14/2024			175.00
001	COG 7M BOND ACCT	240811	01/16/2024	12/29/2023			613.37	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-104 / TR MDOT WIRE: FUND 130			12292023	12/29/2023			613.37
001	RELX INC DBA LEXISNEXIS	240835	01/16/2024	01/04/2024			127.30	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-092-698 / DEC 2023 4254VNBSY			3094882538	12/31/2023			127.30
001	BORDIS & DANOS PLLC	240836	01/16/2024	01/04/2024			12,119.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-060-602 / JAN 2024 RETAINER			127	01/02/2024			11,250.00
	001-060-602 / LITIGATION: GULF BREEZE CONS			127	01/02/2024			869.50
001	MS DEPT OF FINANCE & ADMIN	240837	01/16/2024	01/04/2024			15,495.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 / DEC 2023 COURT ASSESSMENTS			12312023	01/02/2023			15,495.50
001	MS DEPT OF PUBLIC SAFETY	240838	01/16/2024	01/04/2024			1,043.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 / DEC 2023 SPECIAL ASSESSMENTS			12312023	12/31/2023			1,043.00
001	MS DEPT OF PUBLIC SAFETY	240839	01/16/2024	01/04/2024			50.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 / DEC 2023 INTERLOCK FEES			12312023	12/31/2023			50.00
001	VICTIMS OF HUMAN TRAFFICKING FUND	240840	01/16/2024	01/04/2024			60.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-000-300 / DEC 2023 STATE ASSESSMENT			12312023	12/31/2023			60.00
001	SPORTSCONDUCTOR LLC DBA JARVIS	240841	01/16/2024	01/04/2024			23.70	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-503 / 2024 BASEBALL (3)			5971	01/01/2024			11.85
	001-170-503 / 2024 SOFTBALL (2)			5971	01/01/2024			7.90
	001-170-504 / 2024 BASKETBALL (1)			5971	01/01/2024			3.95
001	SOUTHERN TIRE MART LLC DEPT 143	240842	01/16/2024	01/04/2024			162.50	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-638 / FLAT REPR: FD TRK			2500143185	12/29/2023			162.50
001	46 ENTERTAINMENT INC	240862	01/16/2024	01/08/2024			6,500.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-021-688 / CONSULTANT SERVICES			2043	01/05/2024			6,500.00

Docket of Claims
Release date from 01/16/2024 thru 01/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	WASTE PRO - GAUTIER	240865	01/16/2024	01/09/2024			285.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-698 FRAZIER PORT O LET			0001356036	12/31/2023			35.00
	001-170-698 BACOT PORT O LET(2)			0001356067	12/31/2023			250.00
001	AUTOZONE INC	240868	01/16/2024	01/09/2024			26.02	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-570 3M WAX TAR RMVR (2): PD UNITS			4907503816	12/05/2023			26.02
001	PASCAGOULA TIRE & SERVICE INC	240871	01/16/2024	01/09/2024			98.99	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-698 4 WHL ALIGNMENT: 19687			115105	12/12/2023			98.99
001	H2O INNOVATION	240873	01/16/2024	01/09/2024			50,932.02	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-201-672 NOV 2023 MAINT OPS			2023-11	11/30/2023			19,099.51
	001-201-672 DEC 2023 MAINT OPS			2023-12	12/31/2023			31,832.51
001	AUTO TRUCK AND TRAILER PARTS INC	240874	01/16/2024	01/09/2024			317.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-570 OIL FILTER (24): PD UNITS			310714	12/05/2023			143.40
	001-161-638 SOLENOID: ENG 3			310875	12/11/2023			32.25
	001-170-639 ANTIFREEZE (6): REC EQUIP			311079	12/20/2023			110.10
	001-161-638 FILTER: ENG 1			311083	12/20/2023			31.25
001	LOWES HOME CENTERS INC	240875	01/16/2024	12/09/2023			1,208.01	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-634 BALUSTRADE (16): GM PIER			991105	11/27/2023			25.60
	001-090-559 CERAMIC HEATER			960218	11/27/2023			28.49
	001-170-559 PADLOCK KEY (3)			991332	11/27/2023			11.34
	001-090-559 2 OL W-LESS LAMP REMOTE			901387	11/27/2023			10.91
	001-170-559 WIRE CUTTERS (3)			901493	11/28/2023			19.89
	001-170-639 LED LIGHT BULB: LL DISPLAY			901826	11/29/2023			8.54
	001-090-559 BRASS KEY (3)			901878	11/29/2023			11.34
	001-170-512 ADPT(3);EXT CORD(8);SPIKE(12)			960238	11/29/2023			103.51
	001-092-639 GAL ALGAECIDE (2): FOUNTAIN			976273	12/04/2023			32.26
	001-161-559 2X3 FLOOR MAT (2)			977397	12/04/2023			44.62
	001-092-635 PVC ELECTRICAL BOX			976160	12/04/2023			9.01
	001-161-559 CURTAIN ROD(2);SHOWER HEAD			901249	12/05/2023			50.34
	001-161-559 2PK GE 32W FL BULBS			901249	12/05/2023			11.68
	001-170-577 ORTHENE 12OZ FIRE ANT (3)			901314	12/06/2023			34.14
	001-170-559 PHOTOCELL STAKE TIMER			901314	12/06/2023			17.74
	001-170-639 TOW STRAP LOOP: SHOP			960384	12/07/2023			28.96
	001-161-510 MOP BUCKET W/ DRAIN			960408	12/08/2023			80.74
	001-161-559 ENERGIZER C 4PK (10)			901888	12/08/2023			88.10
	001-161-639 KEY LOCK BOX: ENG 5			990728	12/11/2023			37.98
	001-092-510 DRAIN CLEANER			901777	12/12/2023			13.29
	001-161-635 RTN: 2PK GE 32W FL BULB (18)			993766	12/13/2023			-221.94
	001-205-559 KOBALT 11" BASIN WRENCH			901869	12/13/2023			14.24
	001-205-560 14OZ PLUMBERS PUTTY			901869	12/13/2023			2.64

Docket of Claims
Release date from 01/16/2024 thru 01/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	240875	01/16/2024	12/09/2023			1,208.01	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-559	KOBALT 25' DRAIN AUGER	993458	12/13/2023		36.08
001-161-635	GE 28W T5 LFL BULB (10)	901934	12/13/2023		128.00
001-161-635	30PK 32W T8 FL BULBS	993750	12/13/2023		90.23
001-161-635	2PK GE 32W FL BULBS (18)	993750	12/13/2023		221.94
001-161-559	CARWAX; LAUNDRY DETERGENT	901200	12/14/2023		23.66
001-161-559	EXT WASH BRUSH; AAA 8PK	901200	12/14/2023		28.18
001-161-639	SUPPLIES: GEAR LOCKE INSTALL	901172	12/14/2023		66.64
001-205-559	GE 28W T5A FL BULB (9)	901406	12/15/2023		122.04
001-170-577	FENCE REPR: BUDDY DAVIS	973526	12/18/2023		27.82

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	JACKSON COUNTY ADULT DETENTION CENTER	240879	01/16/2024	01/09/2024			9,415.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-010-696	DEC 2023 ADC CHGS	12312023	01/09/2024		9,415.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEC	240881	01/16/2024	01/09/2024			123.44	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-605	MONTHLY LONG DISTANCE	1115910	01/01/2024		123.44

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SBM REPORTING LLC	240882	01/16/2024	01/09/2024			175.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-698	PLANNING MGT 1/4/24	MB1639	01/05/2024		175.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TRANSUNION RISK-ALTERNATE DATA SOLS INC	240883	01/16/2024	01/09/2024			340.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	DEC 23 ACCT 6006920	202312-1	01/01/2024		340.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	RJ YOUNG COMPANY LLC	240884	01/16/2024	01/09/2024			440.90	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	FNK100-01 RENTAL FEE	INV6686998	12/19/2023		216.47
001-100-699	ADMIN FEE	INV6686998	12/19/2023		8.00
001-100-699	MP C2504EX USAGE:B/W	INV6686998	12/19/2023		1.99
001-100-699	MP C2504EX USAGE:COLOR	INV6686998	12/19/2023		214.44

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CENTERPOINT ENERGY	240885	01/16/2024	01/09/2024			59.36	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-630	CENTRAL FIRE:12/21-12/21/23	11000885-1	01/02/2024		59.36

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CENTERPOINT ENERGY	240886	01/16/2024	01/09/2024			52.65	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-630	SOUTH FIRE:10/24-11/21/23	11000999-0	01/02/2024		52.65

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	240887	01/16/2024	01/09/2024			540.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	NCIC EQUIP CHGS 3000652433	652433-30	12/01/2023		270.00
001-100-699	NCIC EQUIP CHGS 3000652433	652433-31	01/01/2024		270.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	240889	01/16/2024	01/09/2024			1,244.96	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-001-605	COUNCIL CELL PHONE	0030759348	12/31/2023		48.91
001-021-605	CITY MGR CELL PHONE	0030759348	12/31/2023		48.91
001-040-605	ADMIN CELL PHONE	0030759348	12/31/2023		83.39

Docket of Claims
Release date from 01/16/2024 thru 01/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	240889	01/16/2024	01/09/2024			1,244.96	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-605	BLDG-PLNG CELL PHONES	0030759348	12/31/2023		258.56
001-090-698	IPAD SERVICE (3)	0030759348	12/31/2023		103.44
001-161-605	FIRE DEPT CELL PHONES	0030759348	12/31/2023		146.73
001-170-605	RECREATION CELL PHONES	0030759348	12/31/2023		254.39
001-205-605	MAINT CELL PHONES	0030759348	12/31/2023		153.90
001-094-605	GRANT-PROJ CELL PHONES	0030759348	12/31/2023		146.73

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DEPT PUBLIC SAFETY	240892	01/16/2024	01/09/2024			180.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-699	ANALYTICAL FEES (DEC 2023)	90139614	01/03/2024		180.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	240902	01/16/2024	01/09/2024			127.95	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-698	JAN 2024:GARAGE 134679919	12202023	12/20/2023		127.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	240903	01/16/2024	01/09/2024			96.73	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-698	JAN 2024:SR BLDG#120793682	01012024	01/01/2024		96.73

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SPARKLIGHT	240904	01/16/2024	01/09/2024			149.20	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-698	JAN 2024: #107571481	01012024	01/01/2024		149.20

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AIRGAS USA LLC	240905	01/16/2024	01/10/2024			349.24	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-588	CYLINDER RENTAL	5504766415	12/31/2023		349.24

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MISSISSIPPI POWER	240906	01/16/2024	01/10/2024			1,155.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-628	DEC 2023 LEASE: BACOT	0796886005	01/05/2024		1,155.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CINTAS CORPORATION	240907	01/16/2024	01/10/2024			537.68	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-535	DEC 06 2023 MAINT	4176119171	12/06/2023		134.42
001-205-535	DEC 13 2023 MAINT	4176829084	12/13/2023		134.42
001-205-535	DEC 20 2023 MAINT	4177558333	12/20/2023		134.42
001-205-535	DEC 28 2023 MAINT	4178347385	12/28/2023		134.42

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	240908	01/16/2024	01/10/2024			535.03	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-631	BROWN FD 95237002	12152023	12/22/2023		401.64
001-161-631	MARTIN BLUFF FD 58380001	12172023	12/27/2023		50.68
001-201-629	SIGNAL LIGHTS 17546	12172023	12/27/2023		39.06
001-092-631	CITY LIMIT SIGN 17546	12172023	12/27/2023		43.65

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	240909	01/16/2024	01/10/2024			533.17	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-631	ROUNDABOUT 102311004	12182023	12/28/2023		30.00
001-201-633	WM PAYNE 100245001	12182023	12/28/2023		67.05
001-170-631	BACOT LIGHTS 10137	12182023	12/28/2023		305.72
001-201-629	SINGAL LIGHTS 10138	12182023	12/28/2023		130.40

Docket of Claims
Release date from 01/16/2024 thru 01/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	240910	01/16/2024	01/10/2024			2,112.24	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-631	POLICE STATION 66298004	12182023	12/28/2023		1,233.09
001-201-629	SIGNAL LIGHT 89113001	12182023	12/28/2023		68.83
001-170-631	CITY PARK RESTRMS 89912001	12182023	12/28/2023		495.20
001-201-633	STREET LIGHTS 90345002	12182023	12/28/2023		196.38
001-092-631	RECORDS BLDG 90790001	12182023	12/28/2023		70.72
001-170-631	FRAZIER RESTRMS 98546001	12182023	12/28/2023		48.02

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	240913	01/16/2024	01/10/2024			195.70	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-631	SPORTS PAVILION 66582005	12182023	12/28/2023		163.94
001-170-631	FITNESS TRAIL 109268001	12182023	12/28/2023		31.76

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	240914	01/16/2024	01/10/2024			297.54	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-631	SOUTH FD 76008001	12182023	12/28/2023		162.09
001-170-631	BACOT SPLASHPAD 103751001	12182023	12/28/2023		31.25
001-170-631	BACOT UPGRADES 113730001	12182023	12/28/2023		51.87
001-170-631	BACOT 114484001	12182023	12/28/2023		52.33

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	240915	01/16/2024	01/10/2024			847.19	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-633	DOLPHIN ST 94987002	12182023	12/28/2023		77.79
001-201-633	DOLPHIN ST 94988002	12182023	12/28/2023		67.67
001-201-633	DOLPHIN ST 94989002	12182023	12/28/2023		48.75
001-201-633	DOLPHIN ST 94990002	12182023	12/28/2023		652.98

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	240917	01/16/2024	01/10/2024			43.54	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-092-631	BELK SIGN 97127001	12182023	12/28/2023		43.54

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	240918	01/16/2024	01/10/2024			9,607.68	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-201-633	STREET LIGHTING 10054	12182023	12/28/2023		6,949.83
001-092-631	CITY HALL 10054	12182023	12/28/2023		968.26
001-170-631	FRAZIER PARK 10054	12182023	12/28/2023		64.05
001-170-631	SENOIR BLDG 10054	12182023	12/28/2023		256.12
001-170-631	CITY PARK 10054	12182023	12/28/2023		162.47
001-161-631	CENTRAL FD 10054	12182023	12/28/2023		283.43
001-092-631	PUBLIC WORKS 10054	12182023	12/28/2023		230.82
001-092-631	HWY 90 SIGN 10054	12182023	12/28/2023		38.33
001-201-629	SIGNAL LIGHTS 10054	12182023	12/28/2023		654.37

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	240927	01/16/2024	01/10/2024			2,331.11	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-205-570	6QT OIL; FILTR: 07953 PILOT	1978312069	11/29/2023		63.49
001-100-570	8QT OIL; FILTR: 10636 PD	1978312070	11/29/2023		84.56
001-100-570	CORE RTN: PD UNIT	1978312148	11/29/2023		-22.00
001-161-638	OIL PRES SWITCH: 08409 HILL	1978312203	11/30/2023		39.93

Docket of Claims
Release date from 01/16/2024 thru 01/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	O'REILLY AUTO PARTS	240927	01/16/2024	01/10/2024			2,331.11	(CONTINUED)

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-638	MANFLD CLAMP(2): 08409 HILL	1978312203	11/30/2023		78.71
001-100-570	DECAL-ADHESIVE REMOVER: PD	1978312229	11/30/2023		31.99
001-161-638	CENTER BEARING: 08409 HILL	1978312244	11/30/2023		49.27
001-161-638	TRNS MNT;REAR MN SEAL: 08409	1978312296	12/01/2023		22.17
001-161-638	6QT OIL: FILTR: 08409 HILL	1978312296	12/01/2023		33.84
001-100-570	FENDER CLIPS: PD CHRGRS	1978312297	12/01/2023		11.09
001-205-570	BATTERY: 07 F-150	1978312550	12/04/2023		124.82
001-100-570	BRK PADS; ROTOR(2): 19591	1978312552	12/04/2023		139.99
001-161-638	RTN: MANFLD CLAMP: 08409	1978312660	12/05/2023		-41.47
001-161-638	FUEL FLTR: 08409 HILL	1978312660	12/05/2023		3.30
001-100-570	BRK PADS; ROTOR(2): 12557	1978312663	12/05/2023		149.99
001-205-559	AIR CHUCK(2); AIR HOSE: SHOP	1978312702	12/05/2023		62.73
001-205-639	INFL GAUGE;BUSHING: AIR STN	1978312705	12/05/2023		26.83
001-100-570	ROTORS TURNED (4): 12557	1978312707	12/05/2023		100.00
001-100-570	RTN: BRK PADS;ROTOR(2)-12557	1978312772	12/06/2023		-149.99
001-100-570	B PADS;DISC SET,RTRS: 12557	1978312772	12/06/2023		163.86
001-100-570	ROTOR TURNED (2): PD CHRGR	1978312800	12/06/2023		40.00
001-100-570	CONTROL ARM ASSY(2): 19687	1978312906	12/07/2023		187.10
001-100-559	DUCT TAPE SLVR; BLK: CYC CLASS	1978313209	12/11/2023		30.98
001-100-570	ENGINE MOUNT (2): 19687	1978313434	12/13/2023		86.08
001-100-570	BULB: SPOT LIGHT 12405	1978313565	12/14/2023		4.83
001-161-638	DEGRSR;ENG CLNR;SMP GRN: E1	1978313886	12/18/2023		33.97
001-205-559	PAINT CLNR; CLNR WAX: SHOP	1978313887	12/18/2023		42.98
001-170-638	7QT OIL; FILTR: REC TRK	1978313958	12/18/2023		38.50
001-205-570	HYD FLUID 5GAL: BUCKET TRK	1978314016	12/19/2023		74.99
001-100-570	2PK WL FOB BATTERY: U# 60	1978314089	12/19/2023		9.99
001-170-638	BRK HOSE;ROTOR(2);PADS: 12744	1978314093	12/20/2023		158.96
001-161-638	MANFLD SET;ANTIFRZ(2): 43104	1978314094	12/20/2023		60.83
001-161-638	DSL EXH FLUID(2): C550,E5	1978314115	12/20/2023		55.98
001-170-638	HUB ASSY(2);SWAY BSHGS:12744	1978314116	12/20/2023		177.42
001-100-570	BRAKE PADS: 19685	1978314134	12/20/2023		46.82
001-100-570	RADIATOR: 19685	1978314135	12/20/2023		161.94
001-161-638	ANTIFREEZE (4): ENG 1	1978314157	12/20/2023		71.96
001-161-638	FUEL FILTER: ENG 1	1978314174	12/20/2023		17.61
001-161-638	AC EXP VALVE: 19591	1978314763	12/27/2023		57.06

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ELAN FINANCIAL SERVICES	240928	01/16/2024	01/10/2024			1,245.31	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-511	SUPPLIES: SR CHRISTMAS	12062023	12/07/2023		152.38
001-170-513	SUPPLIES: FOOTBALL PARTY	12062023	12/07/2023		36.88
001-170-513	FOOD: FOOTBALL PARTY	12062023	12/08/2023		129.80
001-170-511	LG POTATO(50): SR CHRISTMAS	12122023	12/13/2023		31.05
001-100-570	HY-PER LUBE ZINC REPL (30)	12132023	12/14/2023		288.60
001-090-559	NOTARY RENEWAL: BANG,A	12142023	12/15/2023		116.95
001-205-559	MISC TOOLS (10)	12182023	12/18/2023		81.80
001-205-702	POLISHER/SANDER	12182023	12/19/2023		39.99
001-205-702	MAG WRENCH 15 SLOT (2)	12182023	12/19/2023		45.98
001-205-702	SOCKET TRAY 3PC	12182023	12/19/2023		24.99
001-205-702	PEG-TYP SOCKET TRAY 3PC	12182023	12/19/2023		24.99
001-001-615	SUPPLIES: MGRAS PARADE	12312023	01/02/2024		59.95
001-092-606	ONEWAY APP: JAN 2024	01022024	01/03/2024		75.00

Docket of Claims
Release date from 01/16/2024 thru 01/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ELAN FINANCIAL SERVICES	240928	01/16/2024	01/10/2024			1,245.31	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-535 TASER HOLSTER (2)			12142023	12/15/2023			136.95
001	FUELMAN	240930	01/16/2024	01/10/2024			2,247.92	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-525 UNL FUEL			NP65675019	01/01/2024			49.79
	001-100-525 UNL FUEL			NP65675019	01/01/2024			1,691.96
	001-161-525 DSL FUEL			NP65675019	01/01/2024			220.23
	001-170-525 UNL&DSL FUEL			NP65675019	01/01/2024			285.94
001	FUELMAN	240932	01/16/2024	01/10/2024			2,496.80	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-090-525 UNL FUEL			NP65753494	01/08/2024			74.09
	001-100-525 UNL FUEL			NP65753494	01/08/2024			1,994.62
	001-161-525 DSL FUEL			NP65753494	01/08/2024			368.95
	001-205-525 DSL FUEL			NP65753494	01/08/2024			59.14
001	MS RECREATION & PARK ASSOCIATION	240934	01/16/2024	01/10/2024			65.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-682 ANNUAL MEMBERSHIP: BILBO, C			3960	12/05/2023			65.00
001	ACE DATA STORAGE INC	240935	01/16/2024	01/10/2024			105.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-699 DEC 2023 SHREDDING SERVICE			0096113	01/01/2024			105.00
001	UNFAZED SHOW & BAND LLC	240936	01/16/2024	01/10/2024			4,000.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-513 ENTERTAINMENT: MG TAILGATE			02032024	01/10/2024			4,000.00
001	AUTO TRUCK AND TRAILER PARTS INC	240937	01/16/2024	01/10/2024			1,678.62	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-638 6907N STARTER: ENGINE 1			310877	12/11/2023	240234		420.00
	001-161-638 6910N STARTER: ENGINE 4			310892	12/12/2023	240238		399.00
	001-161-559 OIL DRY BAGS (30)			311035	12/18/2023	240181		402.00
	001-161-638 UPPER COOLANT HOSE: ENG 1			311073	12/20/2023	240265		190.57
	001-161-638 LOWER COOLANT HOSE: ENG 1			311073	12/20/2023	240265		181.50
	001-161-638 FUEL HOSE: ENG 1			311073	12/20/2023	240265		85.55
001	ACTION PRINTING CENTER INC	240938	01/16/2024	01/10/2024			248.43	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-040-500 #10 WINDOW ENVLOPES (2500)			2775	01/10/2024	240270		248.43
001	GULF STATES DISTRIBUTORS	240939	01/16/2024	01/10/2024			2,250.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-100-587 CS .223 55GR BLSTIC TIP (6)			1458360-IN	12/27/2023	230237		2,250.00
001	SHERWIN-WILLIAMS COMPANY	240941	01/16/2024	01/10/2024			722.71	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-635 5G SPR INT SG (10): SR CENTER			79179A7025	01/02/2024	240291		419.70
	001-170-635 1G PROCL LTX SG (2): TRIM			79179A7025	01/02/2024	240291		93.16
	001-170-635 5G SPR INT SG (5): CEILING			79179A7025	01/02/2024	240291		209.85

Docket of Claims
Release date from 01/16/2024 thru 01/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SUN HERALD ADVERTISING	240948	01/16/2024	01/10/2024			268.06	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-090-615	PUBL NOTICE: GPC #24-01-CU	229969	12/31/2023	240272	22.80
001-090-615	PUBL NOTICE: GPC #24-02-CU	229969	12/31/2023	240272	22.44
001-090-615	PUBL NOTICE: GPC #24-03-SE	229969	12/31/2023	240272	20.16
001-090-615	PUBL NOTICE: GPC #23-04-VAR	229969	12/31/2023	240272	19.92
001-040-615	SSP BATHHOUSE BID AD	229969	12/31/2023	240254	182.74

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	GULF SOUTH PRODUCTIONS LLC	240949	01/16/2024	01/10/2024			3,450.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-513	STAGELINE SL100: MG TAILGATE	5221	01/09/2024	240305	3,000.00
001-170-513	DELIVER/RECOVER: GAUTIER MS	5221	01/09/2024	240305	150.00
001-170-513	STAGE TECHNICIAN	5221	01/09/2024	240305	300.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DIXIE GLASS	240950	01/16/2024	01/10/2024			846.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-638	WINDSHLD 3RD VSR FRIT:#10636	I056880	01/03/2024	240245	150.00
001-100-638	LABOR: #10636	I056880	01/03/2024	240245	100.00
001-100-638	ADHESIVE: #10636	I056880	01/03/2024	240245	40.00
001-100-638	WINDSHIELD STRIP: #10636	I056880	01/03/2024	240245	55.00
001-100-638	WINDSHIELD ACOUSTIC: #10186	I056881	01/03/2024	240245	306.00
001-100-638	LABOR: #10186	I056881	01/03/2024	240245	100.00
001-100-638	ADHESIVE: #10186	I056881	01/03/2024	240245	40.00
001-100-638	WINDSHIELD STRIP: #10186	I056881	01/03/2024	240245	55.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	REEVES COMPANY INC	240953	01/16/2024	01/10/2024			251.13	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-100-535	#YD GOLD/BLK LETTER (7)	485236	12/26/2023	240260	126.91
001-100-535	#69 NAMEPIN SILVER (5)	485236	12/26/2023	240260	76.15
001-100-535	#69 NAMEPIN GOLD (2)	485236	12/26/2023	240260	30.46
001-100-535	SHIPPING	485236	12/26/2023	240260	17.61

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	ELEKTRA TECH ENTERTAINMENT	240954	01/16/2024	01/10/2024			1,200.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-500	SOUND: MG TAILGATE	298	01/09/2024	240306	1,200.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MUNICIPAL EMERGENCY SERVICES INC	240955	01/16/2024	01/10/2024			564.40	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-161-535	TOP(5);PANT(4);TOOL;CAP:BURSE	IN1983789	12/28/2023	230737	368.50
001-161-535	TAC POLO: ODOM	IN1983641	12/28/2023	230737	64.45
001-161-535	TAC POLO: ODOM	IN1983841	12/28/2023	230737	51.50
001-161-535	APEX PANT: HALL	IN1983788	12/28/2023	230737	79.95

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AMAZON CAPITAL SERVICE	240956	01/16/2024	01/10/2024			1,123.32	

Account Number	Description	Invoice #	Date	P.O.	Amount
001-170-634	BASKETBALL NET REPL (8)	17JD3PCMFX	12/23/2023	240264	63.92
001-100-639	XM SIRIUS SAT ANTENNA (10)	17JGK1V3D1	12/28/2023	240273	85.40
001-201-637	60W LED STLIGHT BULB (30)	11G3LL6KGD	12/28/2023	240274	599.70
001-100-639	CAT6 ETHERNET CABLE (6)	1VCLFKMXNN	12/30/2023	240278	181.74
001-100-639	XM SIRIUS SAT ANTENNA (6)	1V47RQ4DR9	12/31/2023	240275	54.12

Docket of Claims
Release date from 01/16/2024 thru 01/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AMAZON CAPITAL SERVICE	240956	01/16/2024	01/10/2024			1,123.32	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-559 FOLDING TOP ADJUST TABLE			1XVDRCRV1P	01/08/2024	240322		138.44
001	CANNON PAF LLC	240957	01/16/2024	01/10/2024			78.55	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-161-638 BC3Z9A337L FUEL LINE: CMD			247263	12/12/2023	240235		41.71
	001-161-638 BC3Z9A337K FUEL LINE: CMD			247263	12/12/2023	240235		36.84
001	SITEONE LANDSCAPE SUPPLY LLC	240958	01/16/2024	01/10/2024			1,820.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	001-170-520 2CF BROWN CYPRESS MULCH(560)			136957776	12/06/2023	240138		1,820.00

FUND TOTAL 1 Claims to Checks 61 Total 145,388.47 Manual Held Total 145,388.47

Docket of Claims
Release date from 01/16/2024 thru 01/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	GULF BREEZE CONSTRUCTION INC	240919	01/16/2024	01/10/2024			65,497.04	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
130-130-770	CONSTRUCTION 23.23%	14	01/09/2024		65,497.04

FUND TOTAL 130 Claims to Checks 1 Total 65,497.04 Manual Held Total 65,497.04

Docket of Claims
Release date from 01/16/2024 thru 01/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
160	SUNBELT FIRE INC	240940	01/16/2024	01/10/2024			520.28	

Account Number	Description	Invoice #	Date	P.O.	Amount
160-161-702	DIVIDER PANEL 20" (3)	00008579	01/04/2024	240266	345.00
160-161-702	FREIGHT	00008579	01/04/2024	240266	175.28

FUND TOTAL 160 Claims to Checks 1 Total 520.28 Manual Held Total 520.28

Docket of Claims
Release date from 01/16/2024 thru 01/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	BAY ICE COMPANY INC	240843	01/16/2024	01/04/2024			50.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-699 DEC 2023 BOX RENTAL 688211 12/01/2023							50.00
176	AD2 INC	240876	01/16/2024	01/09/2024			655.00	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-699 HOSTING FEE DEC 2023 4033 12/15/2023							36.50
	176-170-699 SHOPPING CART 4033 12/15/2023							268.50
	176-170-699 WEBSITE MAINT 11/15-12/14/23 4033 12/15/2023							350.00
176	LOWES HOME CENTERS INC	240877	01/16/2024	12/09/2023			246.73	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-559 1500W UTILITY HEATER (2) 901402 11/27/2023							56.96
	176-170-639 HOSE REEL; INFL GUN: AIR COMP 901643 12/12/2023							104.47
	176-170-586 3/4" HOSE BIBB (10) 973529 12/18/2023							85.30
176	C SPIRE WIRELESS	240890	01/16/2024	01/09/2024			53.08	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-605 CELL PHONE 0030759348 12/31/2023							53.08
176	SPARKLIGHT	240901	01/16/2024	01/09/2024			186.06	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-699 JAN 2024:SSP 132698937 12202023 12/20/2023							186.06
176	SINGING RIVER ELECTRIC COOPERATIVE	240920	01/16/2024	01/10/2024			2,447.37	
	Account Number / Description / Invoice # / Date / P.O. / Amount							
	176-170-631 PARK FACILITIES 76854002 12182023 12/28/2023							2,084.79
	176-170-631 HOUSE 76855002 12182023 12/28/2023							55.12
	176-170-631 SSP WELCOME CENTER 108928002 12182023 12/28/2023							277.36
	176-170-631 DUMP STATION 109931001 12182023 12/28/2023							30.10

FUND TOTAL 176 Claims to Checks 6 Total 3,638.24 Manual Held Total 3,638.24

Docket of Claims
Release date from 01/16/2024 thru 01/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MICRO METHODS INC	240844	01/16/2024	01/04/2024			860.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-698 COLIFORM SMPL (2): HASTINGS			2312389186	12/26/2023			130.00
	400-651-698 HOLIDAY OT (2): HASTINGS			2312389186	12/26/2023			600.00
	400-651-698 COLIFORM SMPL (2): AUBIN			2312406186	12/27/2023			130.00
400	FIRST NATIONAL BANK TRUST DEPT	240863	01/16/2024	01/09/2024			1,940.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-680-803 S2018 BOND FEES CY 2023			12312023	12/31/2023			1,940.00
400	FIRST NATIONAL BANK TRUST DEPT	240864	01/16/2024	01/09/2024			1,940.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-680-803 S2019 BOND FEES CY 2023			12312023	12/31/2023			1,940.00
400	VULCAN CONSTRUCTION MATERIAL LLC	240869	01/16/2024	01/09/2024			194.42	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-585 4.6 TN MS610: F-HYD(CAMBIUM)			51462343	12/29/2023			194.42
400	ANSER	240870	01/16/2024	01/09/2024			610.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 BASE RATE:12/20-01/16/24			277-122023	12/20/2023			585.00
	400-650-698 PAPER INVOICE FEE			277-122023	12/20/2023			10.00
	400-650-698 HOLIDAY CHGS			277-122023	12/20/2023			15.00
400	H2O INNOVATION	240872	01/16/2024	01/09/2024			292,932.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-672 NOV 2023 MAINT OPS			2023-11	11/30/2023			109,849.50
	400-650-672 DEC 2023 MAINT OPS			2023-12	12/31/2023			183,082.50
400	AT&T	240878	01/16/2024	01/09/2024			98.99	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-605 MONTHLY SERVICE			2284975234	12/14/2023			98.99
400	LOWES HOME CENTERS INC	240880	01/16/2024	12/09/2023			900.71	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-510 CARPET CLNR(3); CLOROX BLEACH			999463	12/01/2023			14.28
	400-650-559 ORTHO INSECT KILLER			999463	12/01/2023			16.13
	400-650-586 GAP FOAM-3; CAULK-2; BRUSH-5			901194	12/05/2023			43.30
	400-650-635 REPL GUTTER DWNSPOUTS			960345	12/05/2023			67.68
	400-651-584 KEYS (15): LIFT STNS			901647	12/07/2023			56.70
	400-650-635 16PK 24X24 CEILING TILE			990627	12/11/2023			10.34
	400-651-683 50LB GRASS SEED(2);SILT FENCE			901478	12/15/2023			177.60
	400-651-583 2"X20' SCH 40 PVC (3)			901717	12/18/2023			28.98
	400-650-635 SUPPLIES: SHOP LIGHT UPGRADE			901821	12/18/2023			49.03
	400-650-635 SUPPLIES: SHOP LIGHT UPGRADE			974166	12/18/2023			75.98
	400-651-581 20LB HYD WTRSTOP; 2X4 STUD			960534	12/19/2023			22.17
	400-651-581 DW 14" SAW BLADE (2): WTR TAP			960534	12/19/2023			207.10
	400-650-586 DEAD BOLT 2PK			901182	12/20/2023			34.19
	400-650-635 2PK DOOR HINGE; 1-2-8 SYP (3)			901396	12/21/2023			14.69
	400-650-635 FIBERED WP ROOF REPAIR			960567	12/22/2023			33.24

Docket of Claims
Release date from 01/16/2024 thru 01/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	LOWES HOME CENTERS INC	240880	01/16/2024	12/09/2023			900.71	(CONTINUED)
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-559 / MRK PAINT(3); ANT KILLER(2)			901026	12/13/2023			49.30
400	C SPIRE WIRELESS	240891	01/16/2024	01/09/2024			48.91	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-605 / CELL PHONE			0030759348	12/31/2023			48.91
400	ARISTA INFORMATION SYSTEMS INC	240911	01/16/2024	01/10/2024			4,485.36	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 / DEC 2023 PRINTING 2067001			0009092	12/31/2023			1,106.75
	400-650-698 / DEC 2023 POSTAGE 2067001			0009092	12/31/2023			3,378.61
400	JACKSON COUNTY CHANCERY CLERK	240912	01/16/2024	01/10/2024			35.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-650-698 / PLAT COPY: RIVERSIDE - ATT			26707	12/01/2023			35.00
400	WASTE MANAGEMENT OF MS-GLF COAST INC	240916	01/16/2024	01/10/2024			1,761.69	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-698 / 12/16-31/23: TIMBERLANE			8223484768	01/02/2024			1,761.69
400	SINGING RIVER ELECTRIC COOPERATIVE	240921	01/16/2024	01/10/2024			1,752.18	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 / CITY HALL WELL 114046001			12182023	12/28/2023			1,752.18
400	SINGING RIVER ELECTRIC COOPERATIVE	240922	01/16/2024	01/10/2024			8,671.77	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 / IONIZATION PLANT 99216002			12182023	12/28/2023			663.03
	400-651-631 / WATER WELLS 17882			12182023	12/28/2023			3,076.21
	400-651-631 / CITY HALL SOUTH 17882			12182023	12/28/2023			3,099.67
	400-651-631 / LIFT STATIONS 17882			12182023	12/28/2023			1,832.86
400	SINGING RIVER ELECTRIC COOPERATIVE	240923	01/16/2024	01/10/2024			5,119.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-631 / LIFT STNS 17875			12182023	12/28/2023			239.04
	400-651-631 / LIFT STNS 17883			12182023	12/28/2023			2,320.21
	400-651-631 / LIFT STNS 17884			12182023	12/28/2023			1,446.86
	400-651-631 / LIFT STNS 114260001			12182023	12/28/2023			1,112.89
400	HENZE ENTERPRISES INC	240924	01/16/2024	01/10/2024			1,370.00	
	Account Number / Description			Invoice #	Date	P.O.	Amount	
	400-651-585 / 8CY TOPSOIL: ROXANNE FHYD			32576	01/02/2024			120.00
	400-651-585 / 6CY MSN SAND: LADNIER WTR MN			32576	01/02/2024			180.00
	400-651-585 / 2CY MSN SAND: PARKVIEW LEAK			32576	01/02/2024			60.00
	400-651-683 / 8CY TOPSOIL: PERDIDO ST DRN			32576	01/02/2024			120.00
	400-651-683 / 7CY MSN SAND: PERDIDO ST DRN			32576	01/02/2024			210.00
	400-651-683 / 4CY FILL DIRT: MERIDA ST DRN			32576	01/02/2024			40.00
	400-651-585 / 6TN RAP: HASTINGS WTR MN			32576	01/02/2024			240.00
	400-651-585 / 4CY MSN SAND: HASTINGS WTR MN			32576	01/02/2024			120.00
	400-651-585 / 8CY FILL DIRT: AUBIN FHYD			32576	01/02/2024			80.00
	400-651-585 / 8CY TOPSOIL: AUBIN FHYD			32576	01/02/2024			120.00
	400-651-585 / 2TN RAP: HASTINGS WTR MN			32576	01/02/2024			80.00

Docket of Claims
Release date from 01/16/2024 thru 01/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	240925	01/16/2024	01/10/2024			5,125.95	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	LIFT STNS 89627001	12182023	12/28/2023		79.36
400-651-631	LIFT STNS 89702001	12182023	12/28/2023		30.00
400-651-631	LIFT STNS 17881	12182023	12/28/2023		2,567.87
400-651-631	WATER WELLS 17881	12182023	12/28/2023		2,448.72

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	240926	01/16/2024	01/10/2024			2,872.94	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-631	CARTER RD WTR TANK 109812001	12152023	12/22/2023		31.36
400-651-631	LIFT STATIONS 20649	12152023	12/22/2023		1,366.52
400-651-631	LIFT STATIONS 28779	12152023	12/22/2023		102.13
400-651-631	SCHOONER WELL 20688	12122023	12/20/2023		1,091.74
400-651-631	LIFT STATIONS 20688	12122023	12/20/2023		281.19

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN LINC	240929	01/16/2024	01/10/2024			86.76	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-698	JAN 2024 SERV CHGS	246774	01/01/2024		86.76

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	240931	01/16/2024	01/10/2024			71.96	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-525	UNL FUEL	NP65675019	01/01/2024		71.96

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FUELMAN	240933	01/16/2024	01/10/2024			124.70	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-525	UNL FUEL	NP65753494	01/08/2024		124.70

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MICRO METHODS INC	240942	01/16/2024	01/10/2024			70.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-698	TOTAL SUSP SOLIDS: DMR REPORT	2401032186	01/05/2024	240289	70.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CENTRAL PIPE SUPPLY-JACKSON	240945	01/16/2024	01/10/2024			2,963.51	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-581	#3290 3/4 CURB STOP (12)	0357670001	12/27/2023	240257	741.96
400-651-581	1" CORP STOP (12)	0357670001	12/27/2023	240257	852.12
400-651-581	3/4 BRASS COUP (12)	0357670001	12/27/2023	240257	425.40
400-651-581	1X3X4X3/4 WYE (3)	0357670001	12/27/2023	240257	162.75
400-651-581	3/4 MALE ADPT (3)	0357670001	12/27/2023	240257	85.50
400-651-581	3/4 FEMALE ADPT (12)	0357670001	12/27/2023	240257	339.72
400-651-581	1" BALL VALVE (12)	0357670001	12/27/2023	240257	288.48
400-651-581	3/4 X 3/4 X 1 BRASS TEE	0357670002	12/27/2023	240257	67.58

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	BAY MOTOR WINDING INC	240946	01/16/2024	01/10/2024			1,520.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	REPR 2HP KEEN MOTOR: SPARE	0127833	12/29/2023	240249	1,520.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	O'REILLY AUTO PARTS	240947	01/16/2024	01/10/2024			195.09	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-638	BATTERY: RED F150	1978313262	12/11/2023	240236	195.09

Docket of Claims
Release date from 01/16/2024 thru 01/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CITY ELECTRIC SUPPLY CO	240952	01/16/2024	01/10/2024			310.18	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	32A 3P CONT AUX 120VAC COIL(2)	PAS/092229	12/12/2023	240242	191.00
400-651-584	OL RELAY 22-32A (2)	PAS/092229	12/12/2023	240242	84.80
400-651-584	LECTRA CLEAN	PAS/092229	12/12/2023	240242	20.59
400-651-584	2-26 PLASTIC SAFE: OST LS	PAS/092229	12/12/2023	240242	13.79

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	240959	01/16/2024	01/10/2024			1,800.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-651-584	PRIMEX TRNSDUCR PLST33.4 (3)	457651	01/09/2024	240328	1,800.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	COGENT STRATEGIES LLC	240960	01/16/2024	01/11/2024			7,500.00	

Account Number	Description	Invoice #	Date	P.O.	Amount
400-650-601	PROF FEES: 01/06/24-02/5/24	3331	01/11/2024		7,500.00

FUND TOTAL 400 Claims to Checks 28 Total 345,361.12 Manual Held Total 345,361.12

Docket of Claims
Release date from 01/16/2024 thru 01/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
401	CONSOLIDATED PIPE & SUPPLY	240943	01/16/2024	01/10/2024			23,100.00	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
401-651-702	PUSH CAMERA OPTICAM 200'	3738109000	12/27/2023	240246	8,300.00
401-651-702	Q5B US PENETRATING RADAR	3738209000	12/27/2023	240247	14,800.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
401	CRAIN TRACTOR & EQUIPMENT INC	240944	01/16/2024	01/10/2024			60,620.76	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
401-651-702	NEW HOLLAND PS75 CAB/LOADER	US20275	01/08/2024	240304	58,145.76
401-651-702	GRAPPLE BUCKET YCGO72	US20273	01/08/2024	240303	2,475.00

FUND TOTAL 401 Claims to Checks 2 Total 83,720.76 Manual Held Total 83,720.76

Docket of Claims
Release date from 01/16/2024 thru 01/16/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	240866	01/16/2024	01/09/2024			106,041.60	_____

Account Number	Description	Invoice #	Date	P.O.	Amount
404-677-693	DEC 2023 RES GARBAGE (6312)	0001355992	12/31/2023		106,041.60

FUND TOTAL 404 Claims to Checks 1 Total 106,041.60 Manual Held Total 106,041.60

Docket of Claims
Release date from 01/16/2024 thru 01/16/2024

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	61	Total	145,388.47	Manual	Held	Total	145,388.47
FUND 130	Claims	to	Checks	1	Total	65,497.04	Manual	Held	Total	65,497.04
FUND 160	Claims	to	Checks	1	Total	520.28	Manual	Held	Total	520.28
FUND 176	Claims	to	Checks	6	Total	3,638.24	Manual	Held	Total	3,638.24
FUND 400	Claims	to	Checks	28	Total	345,361.12	Manual	Held	Total	345,361.12
FUND 401	Claims	to	Checks	2	Total	83,720.76	Manual	Held	Total	83,720.76
FUND 404	Claims	to	Checks	1	Total	106,041.60	Manual	Held	Total	106,041.60
	Total for all Funds		Checks	100	Total	750,167.51	Manual	Held	Total	750,167.51

Councilman Jackson requested to pull consent agenda item 5 for further discussion.

Councilman Colledge made the motion to approve consent agenda items 1-4 and 6-7, as presented. 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 469-2023

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1-4 and 6-7 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 Gollott,** and the following vote was recorded:

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

NAY: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 6, 2024.

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

ORDER NUMBER 470-2024

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Recessed Council Meeting held December 19, 2023 and Regular Council Meeting held January 2, 2024 are hereby approved.

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

Motion was made by **Councilman Colledge**, seconded by **Councilman 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 January 16, 2024.

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

ORDER NUMBER 471-2024

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for December 2023 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 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 January 16, 2024.

City of Gautier		
Business Registry		
Dec-23		
BUSINESS NAME/OWNER	**AMOUNT**	**STATUS**
SECURE TRUST SERVICES	$20.00	NEW BUSINESS
MALLETTE BROS CONSTRUCTION	$150.00	CURRENT
DIGITAL ENTERPRISES	$20.00	CURRENT
DC SCHOOL OF MUSIC	$20.00	CURRENT
RIVER OAKS RESTAURANT	$215.35	**DELINQUENT**
HICKORY HILL COUNTRY CLUB & RESORT, LLC	$65.00	**DELINQUENT**
TRADEWINDS DBA/BOB THE PLUMBER		CLOSED
COLLISION DEPOT	$22.80	**DELINQUENT**
FINAL ENVIRONMENTAL SERVICE	$22.20	**DELINQUENT**
SUMMIT FINANCIAL SERVS CORP	$20.00	CURRENT
BREWER OPTICAL	$45.00	CURRENT
FOUNDING FATHERS, LLC	$20.00	CURRENT
MITCHELL'S TOWING SERVICE INC	$30.00	CURRENT
SARAH BRAGG REAL ESTATE	$20.00	CURRENT
EVAPES, LLC	$20.00	CURRENT
TEMPLET TOWING & TRANSPORT LLC	$23.20	**DELINQUENT**
MARSH AND PINE LLC		CLOSED
MS COAST GARMENT		CLOSED
GAUTIER AUTOMOTIVE	$22.40	**DELINQUENT**
ALWAYS MONEY	$20.00	CURRENT
HICKORY HILL WINE & LIQUOR	$40.00	CURRENT
A TOWING COMPANY & RECOVERY	$20.00	CURRENT
HAPPY NOODLE	$20.00	CURRENT
VULCAN CONSTRUCTION MATERIALS, LLC	$200.00	CURRENT
HIS FAMILY TREE, INC	$74.40	DELINQUENT

FLOWERS BY EVELYN	$20.00	CURRENT
GAUTIER LOCK STORAGE	$20.00	CURRENT
HIGHWAY 90 PAWN & GUN	$550.00	**DELINQUENT**
HIGHLY RECOMMENDED TATTOO	$33.00	**DELINQUENT**
ROYAL OIL COMPANY, DODGE STORE	$82.50	CURRENT
VALOURE FASHION	$20.00	CURRENT
SOUTHERN HIDEWAY ESTATES	$20.00	CURRENT
IOP COMMUNITY LLC	$20.00	CURRENT
ALLEN BEVERAGES, INC. DBA/PEPSI	$30.00	CURRENT
TAX SOUTH	$20.00	CURRENT
NEVER QUIT PAINTING	$20.00	**NEW BUSINESS**
MISSISSIPPI MOSQUITO CONTROL	$30.00	CURRENT
BEACON INSURANCE SERVICES, INC.	$20.00	CURRENT
ADV AUTO BUSINESS SUPPORT, LLS	$92.50	CURRENT
HEART & SOUL DINING	$20.00	CURRENT
PETITE SWEETS & THINGS	$20.00	**NEW BUSINESS**
RITA'S WHOLESALE	$20.00	CURRENT
CRYSTAL VISIONS MEDIA	$22.00	**DELINQUENT**
KRAL REALTY	$20.00	CURRENT
TOTAL:		
New Business	**3**	
Transient Vendor	**0**	
Closed Business	**3**	
Delinquent Renewals Issued	**10**	
Current	**28**	

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

ORDER NUMBER 472-2024

AN ORDER AUTHORIZING TRAVEL FOR THE MAYOR'S YOUTH COUNCIL TO TRAVEL TO STARKVILLE, MS FOR THE MISSISSIPPI MUNICIPAL LEAGUE'S 2022 STATEWIDE YOUTH LEADERSHIP SUMMIT

WHEREAS, Staff requests authorization for Mayor's Youth Council to travel to Cleveland, MS for the Mississippi Municipal League's 2024 Statewide Youth Leadership Summit at Mississippi State University;

WHEREAS, Emily Dickerson and Brenda Grecco will serve as chaperones and will transport the GMYC members to and from the conference; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that payment of travel costs for the chaperones and Youth Council for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City is in the best interests of the City;

IT IS THEREFORE ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Gautier Mayor's Youth Council shall be authorized to travel to Starkville, MS for the Mississippi Municipal League's 2024 Statewide Youth Leadership Summit held on March 1st and March 2nd;

IT IS FURTHER ORDERED that all necessary travel costs known prior to the trip, including but not limited to accommodations will be paid for by the City.

IT IS FURTHER ORDERED that all necessary travel costs incurred during this trip, as outlined in Miss. Code Ann. 25-3-41, which are actually incurred during this trip will be reimbursed by the City upon submission of receipts for such expenses.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kimberly Compton Saucier, Grants and Projects Director

Date: January 9, 2024

Subject: MML Statewide Youth Leadership Summit 2024

REQUEST:
The Grants and Projects Department requests that City Council authorize the Gautier Mayor's Youth Council to travel to Starkville, MS for the Mississippi Municipal League's 2024 Statewide Youth Leadership Summit at the Mississippi State Mississippi.

BACKGROUND:
MML sponsors this annual youth leadership conference at a different Mississippi university each year. This year marks the 16th annual conference, which is open to all mayor's youth councils across the state. This overnight event includes a welcome reception on a Friday night and a leadership conference on a Saturday.

DISCUSSION:
This year's event is March 1-2, 202 at Mississippi State University. Several Gautier Mayor's Youth Council members are interested in attending. The final member count will be determined in the next two weeks. Emily Dickerson and Brenda Greco will serve as chaperones and will transport the GMYC members to and from the conference.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council authorize the Gautier Mayor's Youth Council to travel to Starkville, MS for the Mississippi Municipal League's 2024 Statewide Youth Leadership Summit at Mississippi State University.

The City Council may:
1. Approve the travel, as presented; or
2. Not approve the travel.

ATTACHMENT(S):

1. Registration Form

16th Annual STATEWIDE YOUTH LEADERSHIP SUMMIT

MISSISSIPPI MUNICIPAL LEAGUE

MARCH 1-2, 2024 | MISSISSIPPI STATE UNIVERSITY | STARKVILLE, MS

REGISTRATION FEE IS $55 FOR CITY OFFICIALS, CHAPERONES & STUDENTS.*

REGISTRATION FEE INCLUDES
Friday night Welcome Reception, Attendee gift, Saturday breakfast and lunch.

NO REFUNDS AFTER JANUARY 26, 2024

(Please print legibly)

Full Name _____

Title (Circle one) Student City Official Chaperone

City/Organization _____

Address _____

City _____ State _____ Zip _____

Phone _____

Fax _____

E-mail _____

REGISTRATION DEADLINE IS FEBRUARY 9, 2024.

STUDENTS MUST BE 9TH-12TH GRADE ONLY.

WILL YOUR MAYOR'S YOUTH COUNCIL NEED A DISPLAY TABLE?

Yes _____ No _____

WILL YOUR CITY ATTEND THE WELCOME RECEPTION ON FRIDAY NIGHT?

Yes _____ No _____

IF YES, WILL YOUR CITY BE EATING DINNER AT THE WELCOME RECEPTION ON FRIDAY NIGHT?

Yes _____ No _____

- Please complete one form per individual attending.
- You may Fax to 601-353-6980.
- Make checks payable to the Mississippi Municipal League and mail with your registration form to

MISSISSIPPI MUNICIPAL LEAGUE
Attn: Statewide Youth Leadership Summit
600 East Amite Street, Suite 104
Jackson, MS 39201

HOTEL INFORMATION TO FOLLOW

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

ORDER NUMBER 473-2024

WHEREAS, the Festivals and Cultural Events Support Fund offers financial support to qualifying festivals and cultural events to serve Jackson, Harrison, and Hancock Counties and the visitors who travel to the Mississippi Coast; and

WHEREAS, the primary use of grant funds is for advertising and marketing for events that attract overnight visitation and create regional partnerships and collaborations; and

WHEREAS, the grant must be used for advertising and marketing, and all digital, social, print, and television marketing will be co-branded with the Coastal Mississippi Logo; and

WHEREAS, the City is hosting a Mardi Gras festival-style tailgate party featuring local food vendors/trucks and entertainment both before and after Gautier's Mardi Gras Parade; and

WHEREAS, the City is proposing to host a Mardi Gras Tailgate Party before and after the City's Mardi Gras parade with funds to be used for advertising, signage, portable bathroom rentals, a DJ, live music and souvenir beads; and

WHEREAS, it is believed the full amount of the award will be $2,500; and

WHEREAS, the Mayor and Council Members find that submission of an application for such a grant is in the best interests of the City;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the submission of an application to Coastal Mississippi Tourism Commission for funding festivals and cultural events is hereby authorized and approved.

IT IS FURTHER ORDERED that funds received as a result of the application are hereby accepted.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kim Saucier, Grants and Projects Director

Date: January 5, 2024

Subject: Coastal Mississippi Tourism Grant Application and Accept Award - Mardi Gras Tailgate (FY2024)

REQUEST:
The Grants and Projects Department requests City Council authorization to submit an application to Coastal Mississippi Tourism Commission for funding festivals and cultural events and to accept awarded funds.

BACKGROUND:
The Festivals & Cultural Events Support Fund offers financial support to qualifying festivals and cultural events that serve Jackson, Harrison, and Hancock counties and the visitors who travel to Coastal Mississippi. The primary use of grant funds is for advertising and marketing for events that attract overnight visitation and create regional partnerships and collaborations. The grant must be used for advertising and marketing, and all digital, social, print, and television marketing will be co-branded with the Coastal Mississippi logo.

DISCUSSION:
The City is hosting a Mardi Gras festival-style tailgate party featuring local food vendors /trucks and entertainment both before and after Gautier's Mardi Gras parade. This event was first started in 2021 by the Mayor and was unfortunately cancelled last year due to inclement weather. The grant application is to grow the Mardi Gras Tailgate Party with funds to be used for advertising, signage, portable bathroom rentals, live music, and souvenir beads. The grant application requested funds in the amount of $10,000. The City was awarded $2,500.

RECOMMENDATION:
The Grants and Projects Department recommends that the City Council authorize the submission to the Coastal Mississippi Tourism Commission for funding festivals and cultural events and to accept awarded funds.

The City Council may:

1. Authorize submission of the application to the Coastal Mississippi Tourism Commission and accept funds as presented; or
2. Not authorize the submission of the application to the Coastal Mississippi Tourism Commission and accept funds as presented.

ATTACHMENT(S):

1. Coastal Mississippi check

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

ORDER NUMBER 474-2024

WHEREAS, American Municipal Services Corporation has agreed to provide account resolution services for outstanding Municipal Court fines and fees for the City of Gautier pursuant to the attached agreement and indemnification addendum; and

WHEREAS, the Mayor and Council Members find that entering the attached agreement 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 agreement between the City of Gautier and American Municipal Services Corporation to provide account resolution services is hereby approved.

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

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

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

NAYS: **None**

_____
MAYOR

ATTEST:

_____
CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 16, 2024.

AMERICAN MUNICIPAL SERVICES

3724 Old Denton Road
Carrollton, Texas 75007
Toll-free: (888) 420-9700
Fax: (469) 568-1119
www.amsltd.us

COURT AGREEMENT

The City of Gautier, Mississippi, hereinafter referred to as "Municipality" retains American Municipal Services Corporation, hereinafter referred to as "AMSC", to provide account resolution services for the Municipality. The relationship between the parties is to be governed by the terms of this Agreement.

Municipality agrees to periodically send pending court cases to AMSC for AMSC to work to resolve the outstanding citations, fines, and warrants with the defendants. AMSC agrees to use their best efforts to resolve the cases sent to AMSC. AMSC agrees to skip trace those accounts where it is determined that a current address is not known and to send each defendant a minimum of four letters. AMSC is to contact each defendant by telephone in an effort to have the defendant resolve the case in a manner established by the court. AMSC will limit all telephone calls to between the hours of 8:00 am and 7:00 pm Monday through Friday, and to between 8:00 am and 2:00 pm on Saturdays. No phone calls are to be made to a defendant on Sunday. All contracts between AMSC and defendants are to be by either telephone, mail, or the internet. No personal contracts are to occur.

AMSC is to arrange for defendants to send their payments directly to AMSC. AMSC will process all payments and will deposit all payments into a client account. Within 15 days from final Municipality confirmation of payments for the previous month, AMSC will forward to Municipality payment for all money received by AMSC on behalf of Municipality. AMSC is authorized to accept payment by credit card, debit card, and bank account debit and the municipality will not be responsible for the processing or convenience fee charged by AMSC for providing this service. AMSC will provide Municipality with periodic reports on payments received and will provide Municipality with reports on payments received daily. In the event a defendant makes a payment directly to the court, whether in person or by mail, on a case AMSC is in the process of resolving, Municipality will notify AMSC of such payment and the fee due AMSC from said payment.

AMSC is authorized to arrange payment schedules with defendants and to establish payment plans with defendants pursuant to guidelines established by the court. AMSC agrees that they will request payment in full from each defendant, and only when it appears a defendant is unable to make the full payment will AMSC negotiate a payment plan. AMSC will provide each defendant on a payment plan with payment coupons, return envelopes, and a payment amortizing schedule. Each payment plan is to be monitored by AMSC for compliance and if a payment is missed AMSC is to contact by telephone or mail the defendant in effort to bring the payment plan current.

All expenses incurred by AMSC including postage, labor, telephone, skip tracing, etc. shall be paid for by AMSC. AMSC agrees to constantly monitor those staff members working on Municipality cases to ensure that all contact with defendants is done in a polite, courteous, professional, and helpful manner.

AMERICAN MUNICIPAL SERVICES

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Carrollton, Texas 75007
Toll-free: (888) 420-9700
Fax: (469) 568-1119
www.amsltd.us

Municipality agrees to review on a regular basis with AMSC the amounts paid on those cases referred to AMSC and to answer specific questions on an account when the defendant claims that they have already paid the fine, has served time in jail for the offense, is the wrong person, that the cases has been dismissed, or other matters potentially affecting a case is brought to AMSC attention.

Pursuant to Mississippi Statute Title 21, Chapter 17, Section 1(6) Municipality will add a Twenty-Five Percent (25%) collection fee to the amount defendant owes for each case sent to AMSC. AMSC is to be paid the Twenty-Five Percent (25%) collection fee on all monies received by the Municipality to compensate AMSC for its services. AMSC agrees to invoice Municipality within 15 days from final confirmation of payments for the previous month's collections, said invoices being due and payable within thirty (30) days. AMSC will not be paid on an account if the account is dismissed by the court for whatever reason, or the defendant is arrested.

Municipality owns all accounts sent to AMSC and may withdraw any case at any time. AMSC is required to follow the guidelines set by the court as to payment amounts, payment plans, total amount owed, and letters to be sent defendants. AMSC has no authority to change the amount a defendant owes Municipality, the fees charged a defendant by Municipality, or to dismiss a case. This contract shall have a term of one (1) year, commencing on the date it is signed by the municipality and shall automatically renew itself annually and continue in effect unless a party to this agreement notifies in writing the other party at least ninety (90) days prior to its renewal date for it not to renew.

AMERICAN MUNICIPAL SERVICES

3724 Old Denton Road
Carrollton, Texas 75007
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Fax: (469) 568-1119
www.amsltd.us

SIGNATURE PAGE

Municipality: _____

Address: _____

City: _____ State: MS Zip: _____

Telephone: _____ Fax: _____

Contact Person: _____

Title: _____

Signature: _____ Date: _____

American Municipal Services Corporation:

By: _____ Date: _____

Joy Veghelyi, Controller

AMERICAN MUNICIPAL SERVICES

3724 Old Denton Road
Carrollton, Texas 75007
Toll-free: (888) 420-9700
Fax: (469) 568-1119
www.amsltd.us

INDEMNIFICATION AGREEMENT

WHEREAS, American Municipal Services Corporation has agreed to use its best efforts to collect Warrants and Citations for the below named Municipality; and,

WHEREAS the below named Municipality desires to be released from and indemnified from all liability from the actions of American Municipal Services Corporation, its employees, staff, officers, and agents in the collection of the Municipality Warrants and Citations; and,

WHEREAS, American Municipal Services Corporation, in order to obtain the business of collecting Warrants and Citations of the Municipality, is agreeable to indemnify the Municipality from any such liability;

IN CONSIDERATION THEREOF, American Municipal Services Corporation hereby agrees to indemnify, defend, and hold harmless the below named Municipality from and against all losses, claims, demands, damages, suits, or actions resulting from any activity of American Municipal Services Corporation, its agents, officers, staff, servants, or employees in the handling and/or collecting of the below named Municipality's Warrants, Citations, or monies.

Agreed to, this the _____ day of _____, .

American Municipal Services Corporation:

By: _____

Joy Veghelyi, Controller

Municipal Court:

City of Gautier, Mississippi

RESOLUTION APPROVING SPONSORSHIP OF GAUTIER MEN'S CLUB PARADE TO BE HELD ON FEBRUARY 3, 2024

RESOLUTION NUMBER 130-2024

WHEREAS, the Gautier Men's Club has requested that the City sponsor its annual Mardi Gras Parade to be held on February 3, 2024; and

WHEREAS, the sponsorship costs $700.00, in addition to those items listed in the attached application; and

WHEREAS, the sponsorship includes advertisement of City resources and allows the Gautier Police Department to lead the parade; 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 THAT, the sponsorship of the Gautier Men's Club Mardi Gras Parade in the amount of $700.00 along with other listed items 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 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 January 16, 2024.

CITY OF GAUTIER
APPLICATION FOR SPECIAL EVENT PERMIT

Submit This Form to the City Clerk Office at least 30 days prior to requested event.

(Please print or type all information below)

Event Information:
Date of Event 2/3/23 Day or Week SATURDAY Starting Time 7:00 AM/PM
Ending Time: 8:00 AM/PM Proposed Location of the Event: CIRCLE OLD MALL
Describe the type of event to be conducted: GAUTIERS MENS CLUB NIGHT MARDI GRAS PARADE
Reason for Event, Demonstration or March: ANNUAL COMMUNITY MARDI GRAS PARADE

If Event includes a city property or streets, give proposed route:

	(Street)	(Direction Turn)	(Street)
1.	WILLIAM PAYNE BLVD	LINE UP	
2.	DOLPHIN	EAST	GAUTIER-VANCLEAVE RD
3.	GAUTIER-VANCLEAVE	SOUTH	HWY 90
4.	HWY 90	WEST	DOLPHIN
5.	DOLPHIN	NORTH	WILLIAM PAYNE-END

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:
Name: GAUTIER MEN'S CLUB Phone: (228) 218-1249
Address: 3501 SHAMROCK COURT, GAUTIER, MS 39553
City State Zip
Type of Organization: CIVIC Profit: Non-Profit Federal ID#
(Religious, Civic, Social, Etc.)

Individual Making Application for Organization:
Name: BOB WHITE Phone (Home): (228) 217-5807
Address: 1804 LITTLE BEND COVE Phone (Work): (240) 645-7062
City: GAUTIER State: MS Zip Code: 39553
Position with Organization: PRESIDENT

Individual(s) Responsible for keeping order and maintenance:
Name: BOB WHITE Phone (H): (228) 217-5807 (W) (___) ___-___
Name: MIKE WAGNER Phone (W): (___) ___-___ (W) (___) ___-___
Public Demonstrations and Parades are covered under city of Gautier Code of Ordinances

FOR OFFICE USE ONLY
Date Rec'd ___ Received By ___
Event has been: Approved ___ Disapproved ___
Approval Disapproval Authority ___ Date ___

Requirements of Applicant:

✓ Security	___ Clean up During Event	✓ Staging
✓ Traffic Direction	✓ Clean up After Event	✓ Fencing
✓ Barricades	✓ Bag Meters	✓ Other
✓ Set Up Barricades	✓ Trash Receptacles/Bag	SEE ATTACHED

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 Bob White Date: 11/27/23

Please let me know what meeting this will be on AGENDA so I can show up

CITY OF GAUTIER

SPECIAL EVENTS PERMIT

APPLICATION

REQUIREMENTS OF APPLICANT CONTINUED:

1. Advertisement of the event on the City's electronic signs
2. Provision of 4-night light plants
3. Use of barricades
4. Provision of setting up and taking down barricades
5. $700 sponsorship for insurance cost
6. Security
7. Traffic Direction
8. Street and street apron clean-up after parade
9. Port-O-Lets

RESOLUTION APPROVING CLOSURE OF ROADS AND TRAFFIC CONTROL MEASURES AS DESCRIBED IN THE APPLICATION FOR SPECIAL EVENT PERMIT SUBMITTED BY THE GAUTIER MEN'S CLUB ON NOVEMBER 27, 2023

RESOLUTION NUMBER 131-2024

WHEREAS, the Gautier Men's Club has made a request for road closure of portions of William Payne Adams Blvd., Dolphin Dr., Gautier-Vancleave Rd., and Highway 90 as more fully described in an application for special permit submitted on November 27, 2023; and

WHEREAS, the purpose of the road closure is to conduct a Mardi Gras parade and block party; and

WHEREAS, pursuant to Miss. Code Ann. 21-27-3, municipalities have full jurisdiction over city streets; and

WHEREAS, pursuant to that jurisdiction, cities may close public streets temporarily for public purposes, e.g., parades, festivals, regulation of traffic or other valid purposes under the police power; and

WHEREAS, this authority would include the ability to temporarily close streets to prevent injury to, destruction of, or interference with public or private property, based upon a finding of necessity; and

WHEREAS, based on the application submitted by the Gautier Men's Club, the Mayor and Members of Council hereby find that closure of the relevant public streets for the time period requested is necessary to prevent injury to, destruction of, or interference with public or private property;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Gautier, Mississippi that the request for road closure of portions of William Payne Adams Blvd., Dolphin Ave., Gautier-Vancleave Rd., and Highway 90 as more fully described in an application for special permit dated November 27, 2023 is hereby approved.

BE IT, FURTHER RESOLVED that associated traffic and crowd control is hereby approved, subject to the discretion and judgment of the Police Chief;

BE IT, FURTHER RESOLVED that the Council authorizes the City Manager or Clerk to execute all documents necessary for this purpose.

The motion to approve the foregoing resolution 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**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the **16th** day of January, 2024.

_____
CASEY VAUGHAN, MAYOR

ATTEST:

_____
CITY CLERK

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

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 6, 2024.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:	**February 6, 2024**
Title:	**Authorization to approve the final closeout documents associated with the completion of the Gautier Head Start Drainage Improvement Project**
Introduced by:	
Contact Person/Telephone	**Kim Saucier 497-8000 ext. 315**

Summary Explanation: Authorization to approve the final closeout documents associated with the completion of the Gautier Head Start Drainage Improvement Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the Grants and Projects Department requests City Council authorization to approve the final closeout documents associated with the completion of the Gautier Head Start Drainage Improvement Project; and

WHEREAS, the project constructed a concrete structure adjacent to the Head Start facility, installed new drainage pipes and rip-rap, and extended the north end outfall approximately 30 linear feet to the north with a new headwall to alleviate the turbidity/erosion issues. The south outfall would be a concrete catch basin and culverts that extend under Old Spanish Trail Road; and

WHEREAS, the work performed on this project has been completed and the final closeout documents has been submitted to the City, including as-builts of the project, warranty documents, and additional closeout documents associated with the project; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that execution of the final closeout documents for the Gautier Head Start Drainage Improvements Project is hereby authorized and approved.

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

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 February 6, 2024.

.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kimberly Compton Saucier, Grants & Projects Director

Date: January 18, 2023

Subject: Gautier Head Start Drainage Improvement Project – Moran Hauling — Final Closeout Documents

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REQUEST:
The Grants and Projects Department requests City Council authorization to approve the final closeout documents associated with the completion of the Gautier Head Start Drainage Improvement Project.

BACKGROUND:
The existing storm drainage pipe between US Hwy. 90 and Old Spanish Trail, between the properties of Jackson County Civic Action Committee and Gautier Presbyterian Church, is deteriorating to the extent that sinkholes are visible. The north-end ditch tie-in is experiencing turbidity during rain events and causing erosion to land directly adjacent to it.

The project constructed a concrete structure adjacent to the Head Start facility, installed new drainage pipes and rip-rap, and extended the north end outfall approximately 30 linear feet to the north with a new headwall to alleviate the turbidity/erosion issues. The south outfall would be a concrete catch basin and culverts that extend under Old Spanish Trail Road.

Jackson County will provide funds for the construction of the project and the City of Gautier is responsible for the engineering costs.

Change Order No. 1 served to increase the contract amount by $22,409.35 due to changes in the actual quantities placed in the field. The project encountered an unforeseen condition which resulted in raising the roadbed and culverts to pass over a waterline and replace approximately 200 linear feet of roadway. The contract amount increased from $226,908.95.0 to $249,318.30.

Seymour Engineering has reviewed the summary change order and Jackson County has agreed to pay the additional increase.

DISCUSSION:
The work performed on this project has been completed and the final closeout documents submitted (as-builts of the project, warranty document, and additional closeout documents associated with the project).

RECOMMENDATION:
The Grants and Projects Department recommends that City Council approve the final closeout documents submitted for the work performed for the Gautier Head Start Drainage Improvement Project.

The City Council may:

1. Approve the final closeout documents, as presented; or
2. Not approve the final closeout documents

ATTACHMENT(S):

1. As-builts, Warranty documentation, and additional closeout documents associated with the project.

FINAL WAIVER OF LIEN

Dated: December 4, 2023

Project: Gautier Head Start Drainage Improvements	Owner: City of Gautier	Funding Agent Contract No.:
Contract: St. Andrews Park Drainage-Elm Street		Engineer's Project No.: 21-066.09

Contractor: Moran Hauling Inc.

Contractor's Address: 10380 Three River Rd, Gulfport,MS 39503

FOR VALUE RECEIVED, we hereby waive all rights and claims for lien on land and structures about to be erected, being erected, erected, altered, and to the appurtenances thereunto for the above referenced Project.

By Moran Hauling, Inc., Contractor

same being located in **JACKSON COUNTY, MISSISSIPPI**, for all labor performed and for all material furnished for the erecting, construction, alteration or repair of said structures and appurtenances.

Moran Hauling, Inc., Contractor

By: Zach Cole

Title: Vice President

Date: 12.4.23

CONTRACTOR'S AFFIDAVIT

We hereby affirm that we have complied fully with the provisions and requirements of the Mississippi Statutes relative to the wage rate determination covering this project and that we have received evidence of compliance from each of our agents and subcontractors.

Moran Hauling, Inc., Contractor

By: Zach Cole

Title: Vice President

Date: 12.4.23

CONTRACTOR'S CERTIFICATION OF PAYMENT

We, Moran Hauling, Inc., (Contractor) do hereby certify that payments for all material and labor on Gautier Head Start Drainage Improvements (Project), City of Gautier (Owner), have been made in full and that there are no outstanding bills for labor or material on the project.

Moran Hauling, Inc., Contractor

By: Zach Cole

Title: Vice President

Date: 12.4.23

AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond # 7450349

PROJECT: *(Name and address)* **City of Gautier Head Start Drainage Improvements**	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
	CONTRACT FOR: **Construction**	ARCHITECT: ☐
TO OWNER: *(Name and address)* **City of Gautier** **3330 Hwy 90** **Gautier, MS 39553**	CONTRACT DATED:	CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)
Old Republic Surety Company
P.O. Box 1635
Milwaukee, WI 53201
, SURETY,

on bond of
(Insert name and address of Contractor)
Moran Hauling, Inc.
10380 Three Rivers Road
Gulfport, MS 39503
, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)
City of Gautier
3330 Hwy 90
Gautier, MS 39553
, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **December 4th, 2023**
(Insert in writing the month followed by the numeric date and year.)

Old Republic Surety Company
(Surety)

Debbie Dunaway
(Signature of authorized representative)

Attest:
(Seal):

Debbie Dunaway, Attorney-in-Fact
(Printed name and title)

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OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: TROY WAGENER, JIM E. BRASHIER, TEB JONES, DAVID FORTENBERRY, MARY NORVAL, KIM BARHUM, F. ROSS BELL, KATHLEEN B. SCARBOROUGH, DEWEY B. MASON, SUSAN M. SKRMETTA, JOSEPH R. BEATTIE, LISA R. BUTLER, PATRICK T. MASON, CHRIS BOONE, SHARON TUTEN, CHARLOTTE A. RAMSEY, LESSIE R. ANDERSON, DEBBIE DUNAWAY, JAMES ELEY BRASHIER, TENORA POSEY of GULFPORT, MS

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of February, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of February, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

87-0829

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 4th day of December, 2023.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

CADENCE INSURANCE, INC.

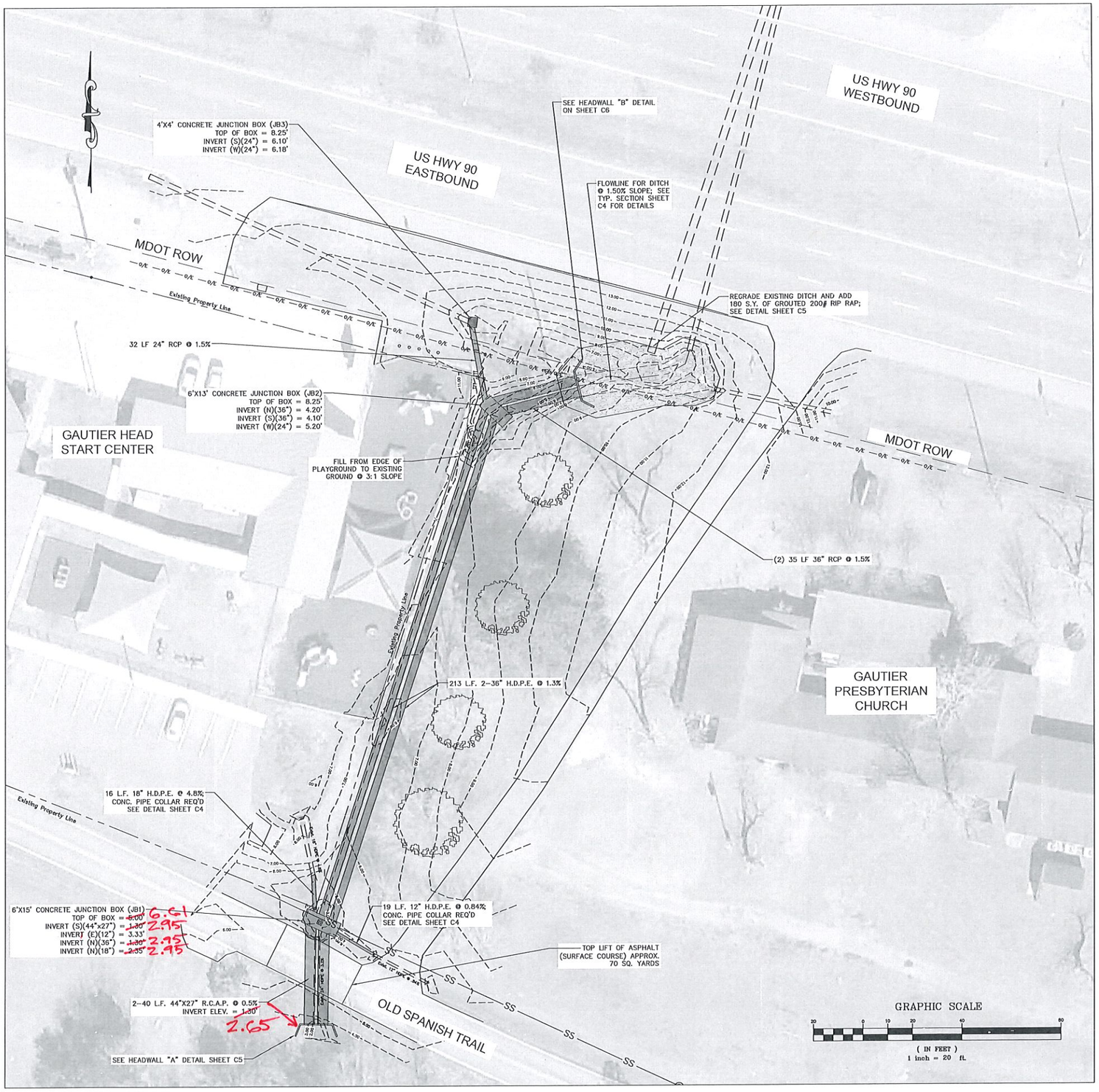
MORAN HAULING, INC.

10380 Three Rivers Rd., Gulfport, MS 39503, Office: (228) 206-1850

Moran Hauling Inc. warranties the work performed for Gautier Head Start Drainage Improvement Project as outlined in the plans and specifications of the contract for a time period of 1 Year. Warranty valid from 10/17/2023 to 10/17/2024.

Zach Anderson

Vice President



GENERAL NOTES

1. CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE PRIOR TO BEGINNING CONSTRUCTION AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR INCONSISTENCIES WITH ANY WORK SO INVOLVED.

2. EXISTING CONDITIONS DEPICTED ON THESE DRAWINGS ARE TO BE FIELD VERIFIED BY THE CONTRACTOR, AS THEY ARE UNCOVERED DURING CONSTRUCTION. IN THE EVENT EXISTING CONDITIONS ARE DIFFERENT THAN SHOWN, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY AND AWAIT FURTHER INSTRUCTION BEFORE PROCEEDING WITH CONSTRUCTION.

DRAINAGE NOTES

1. ALL CONCRETE PIPE BEING EXTENDED SHALL BE JOINED WITH A CONCRETE PIPE COLLAR, SEE SHEET C4 FOR DETAILS ON PIPE COLLAR CONSTRUCTION.

2. JUNCTION BOX 1 (JB1) DESIGN IS SHOWN ON SHEET C3.

3. CATCH BASIN DETAIL ON SHEET C5 TO BE USED FOR 4'X4' JUNCTION BOX (JB3)

4. CONSTRUCTION MUST BE SEQUENCED TO ALLOW STORMWATER TO BE PASSED THROUGH SITE DURING A RAINFALL EVENT. CONTRACTOR WILL BE HELD LIABLE FOR ANY STORMWATER BACKUP DURING CONSTRUCTION.

CONCRETE NOTES

1. CONCRETE (NORMAL WEIGHT) COMPRESSIVE STRENGTH AT 28 DAYS SHALL BE 3000 PSI, UNLESS NOTED OTHERWISE ON THESE PLANS.

2. PORTLAND CEMENT SHALL CONFORM TO ASTM C150, TYPE I OR TYPE II.

3. ALL AGGREGATE FOR NORMAL WEIGHT CONCRETE SHALL MEET ASTM C33.

4. ALL REINFORCING SHALL CONFORM TO ASTM A615, GRADE 60. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185.

5. ALL CONCRETE CONSTRUCTION SHALL CONFORM TO THE LATEST ADOPTION EDITION OF THE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE (ACI 318) AND ITS REVISIONS AND THE "ACI MANUAL OF CONCRETE PLACEMENT."

6. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCED, CAST-IN-PLACE CONCRETE:

6.1. CONCRETE PLACED AGAINST AND PERMANENTLY EXPOSED TO EARTH: 3 INCHES
6.2. FORMED CONCRETE EXPOSED TO EARTH OF WEATHER:
#6 TO #18 BARS: 2 INCHES
#5 BARS AND SMALLER: 1.5 INCHES

7. NO SPLICING OF REINFORCMENT SHALL BE MADE EXCEPT AS DETAILED OR AUTHORIZED BY THE ENGINEER, LAP SPLICES WHERE PERMITTED SHALL BE CLASS B TENSION LAP SPLICES, UNLESS NOTED OTHERWISE. MAKE ALL BARS CONTINUOUS AROUND CORNERS.

8. ALL CONCRETE STRUCTURES SHALL BE PLACED ON A MINIMUM OF 6" CRUSHED STONE BASE, WITH EXISTING MATERIAL BELOW BASE COMPACTED TO 95% STANDARD PROCTOR.

Revised	
Drawn	J. SFIRES
Checked	M. KIRKLAND
Approved	M. SEYMOUR
Date	MARCH 2022

Sheet Title
DRAINAGE PLAN

Project Name
GAUTIER HEAD START CENTER
GAUTIER, MISSISSIPPI

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

Sheet
C2

Project No.
21-066.09

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:	**February 6, 2024**
Title:	**Approval to enter into a sub-award agreement with the Mississippi Department of Environmental Quality for Water Quality Improvement Program for the Hickory Hills Rehabilitation**
Introduced by:	
Contact Person/Telephone	**Kim Saucier 497-8000 ext. 315**

Summary Explanation: Approval to enter into a sub-award agreement with the Mississippi Department of Environmental Quality for Water Quality Improvement Program (WIQP) for the Hickory Hills Rehabilitation

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, consistent with RESTORE Council's water quality restoration goals, the State of Mississippi has prioritized the improvement of water quality for promoting ecosystem health, restoring and revitalizing Mississippi's economy; and

WHEREAS, the City of Gautier has been awarded $370,000 for engineering, design, permitting of wastewater system infrastructure upgrades by the Restore Council and Mississippi Department of Environmental Quality under the RESTORE Act for the Hickory Hills Sewer Rehabilitation; and

WHEREAS, Hickory Hills is not currently served by the City's wastewater collection system; and

WHEREAS, there are approximately 30 residents currently on septic tanks and/or other private sewer systems; and

WHEREAS, the project will consist of installing individual grinder pumps, 2" pressure mains at each of the residences and partial upgrades to the lift stations to handle the additional effluent; and

WHEREAS, the grant's period of performance will commence upon execution of this agreement by MDEQ's Executive Director and shall end on October 31, 2025, with the Funds being reimbursed on a monthly basis.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that entering into a sub-award agreement with the Mississippi Department of Environmental Quality for the Hickory Hills Sewer Rehabilitation is hereby authorized and approved.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 6, 2024.

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CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kimberly Compton Saucier, Grants and Projects Director

Date: January 18, 2024

Subject: RESTORE Council WQIP Sub-award Agreement with the Mississippi Department of Environmental Quality – Hickory Hills Sewer Rehabilitation

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REQUEST:
The Grants and Projects Department requests City Council approval to enter into a sub-award agreement with the Mississippi Department of Environmental Quality for the Water Quality Improvement Program (WQIP) for the Hickory Hills Sewer Rehabilitation.

BACKGROUND:
Consistent with the RESTORE Council's water quality restoration goal, the State of Mississippi has prioritized the improvement of water quality for promoting ecosystem health and restoring and revitalizing Mississippi's economy. The conversion of septic-to-sewer (Kelly et al., 2021) and the implementation of stormwater and wastewater system improvement practices (Reisinger, et al., 2018) is anticipated to reduce non-point source pollutant loads to downstream coastal receiving water bodies. This will result in an improvement in the water quality of coastal waters and would provide in-situ benefits to living coastal marine resources, as well as the economy of the Mississippi Gulf Coast.

Hickory Hills is not currently served by the City's wastewater collection system. There are approximately 30+/- residents currently on septic tanks and/or other private sewer systems. The plan is to install individual grinder pumps, coupled with 2" pressure mains, at each of the residences to convey household effluent into a new 8" sewer gravity main that would be installed along Ferry Point Rd, Castelle Bluff Dr. and Lauban Ln. and partial upgrades to the lift stations to handle the additional effluent.

DISCUSSION:
The City of Gautier has been awarded $370,000 for engineering, design, and permitting of wastewater system infrastructure upgrades by the Restore Council and 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) for the Hickory Hills Sewer Rehabilitation.

The grant's period of performance will commence upon execution of this agreement by MDEQ's Executive Director and shall end on October 31, 2025. Funds will be reimbursed on a monthly basis. The grant award number is 24-00026. The CFDA number is 87.051.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council approve entering into a sub-award agreement with the Mississippi Department of Environmental Quality for the Water Quality Improvement Program (WQIP) for the Hickory Hills Sewer Rehabilitation.

The City Council may:

1. Authorize approval of the sub-award agreement as presented; or
2. Not authorize approval of the sub-award agreement.

ATTACHMENT(S):
Sub-award Agreement

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

STATE OF MISSISSIPPI **MDEQ AGREEMENT NO. 24-00026**

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, UEI# NNHKF6JZHN65 ("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 Funds**

The grant funds provided by this Agreement are made available pursuant to the Comprehensive Plan of the RESTORE Act, provided through the Gulf Coast Ecosystem Restoration Council ("RESTORE Council") pursuant to Federal Award # GT3CP23MS0008, CFDA 87.051, Council-Selected Restoration Component (hereinafter referenced as "Federal Award"), awarded on September 7, 2023. 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 "Hickory Hills Sewer Replacement" (the "Project").

3. **Purpose**

The purpose of this Project is to complete engineering, design, and permitting for wastewater system infrastructure upgrades in the Hickory Hills area. This Project is not for Research and Development. Further detail of the Project is provided in Attachment "B" of this Agreement.

4. **Scope of Work**

SUB-RECIPIENT shall perform the tasks as described and identified in the Workplan, which is incorporated by reference into this Agreement as Attachment "B" (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 Conditions, a copy of which is attached hereto as Attachment "A", the Standard Sub-Award Terms

and Conditions, a copy of which is attached hereto as Attachment "C" and fully incorporated herein by reference, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions under the Gulf Coast Ecosystem Restoration Council Financial Assistance Standard Terms and Conditions, a copy of which is attached hereto in Attachment "A" 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, its Contractors/Contracted Parties.

6. <u>Period of Performance</u>

The Period of Performance shall commence upon execution of this Agreement by MDEQ's Executive Director and shall end on October 31, 2025 ("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. <u>Consideration and Payment</u>

A. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to pay SUB-RECIPIENT an amount not to exceed Three Hundred Seventy Thousand and 00/100 dollars ($370,000.00) (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. <u>*Request for Payment.*</u> 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 totals 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. Any funds that are paid by MDEQ to the SUB-RECIPIENT which are deemed ineligible by RESTORE Council must also 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 not previously submitted to MDEQ. 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 certify to MDEQ, on a form provided by MDEQ, that the Final Payment amount is the remaining amount that the SUB-RECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against 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 the definition of "Protected Personally Identifiable Information" found in 2. C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include Personally Identifiable Information (PII) that is required by law to be disclosed. (See also §200.1 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. <u>Contracts</u>

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. Should MDEQ, in its sole discretion, determine that any proposed contractor of SUB-RECIPIENT under this Agreement has a conflict of interest with respect to RESTORE Council, 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 certified 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, RESTORE Council, 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 Attachments "A" and "E" attached hereto in all agreements between the SUB-RECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and their contractors/sub-contractors.

12. <u>Public Communications and Logo Usage</u>

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 RESTORE Council 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 and data (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 data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council or the Mississippi Department of Environmental Quality". Further, data produced under this award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). Further Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results. Any signage produced with funds from the award or informing the public about the activities funded in whole or in part by the award, must first be approved in writing by the RESTORE Council or its designee.

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: 515 East Amite Street

Jackson, MS 39201

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 ext 315

E-mail: pyancey@gautier-ms.gov

14. <u>Counterparts</u>

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* 09/07/2023	**1a. SUPERSEDES AWARD NOTICE dated** except that any additions or restrictions previously imposed remain in effect unless specifically rescinded
2. CFDA NO. 87.051 - Council-Selected Restoration Component	
3. ASSISTANCE TYPE Project Grant	
4. GRANT NO. GT3CP23MS0008-01-00 **Formerly**	**5. TYPE OF AWARD** Other
4a. FAIN GT3CP23MS0008	**5a. ACTION TYPE** New
6. PROJECT PERIOD *MM/DD/YYYY* **From** 09/07/2023	**Through** *MM/DD/YYYY* 09/07/2028
7. BUDGET PERIOD *MM/DD/YYYY* **From** 09/07/2023	**Through** *MM/DD/YYYY* 09/07/2028

The Gulf Coast Ecosystem Restoration Council
RESTORE Council
Gulf Coast Ecosystem Restoration Council

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(2) - Council Selected Restoration Component

8. TITLE OF PROJECT (OR PROGRAM)
Water Quality Improvement Program for Coastal Mississippi Waters

9a. GRANTEE NAME AND ADDRESS
DEPARTMENT OF ENVIRONMENTAL QUALITY MISSISSIPPI
PO BOX 2261
Jackson, MS 39225-2261

9b. GRANTEE PROJECT DIRECTOR
Melanie Green
P.O. Box 2261
515 East Amite St
Jackson, MS 39225
Phone: 601-961-5270

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Chris Wells
515 E AMITE ST
JACKSON, MS 39201-2709
Phone: 601-961-5000

10b. FEDERAL PROJECT OFFICER
Bjorn Johnson
500 Poydras St
Gulf Coast Ecosystem Restoration Council
New Orleans, LA 70130-3319
Phone: 504-444-1260

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	197,449.00
b. Fringe Benefits	66,145.00
c. Total Personnel Costs	263,594.00
d. Equipment	0.00
e. Supplies	6,148.00
f. Travel	11,280.00
g. Construction	0.00
h. Other	5,495,500.00
i. Contractual	962,816.00
j. TOTAL DIRECT COSTS	6,739,338.00
k. INDIRECT COSTS	110,446.00
l. **TOTAL APPROVED BUDGET**	6,849,784.00
m. Federal Share	6,849,784.00
n. Non-Federal Share	0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	6,849,784.00
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**	6,849,784.00
13. Total Federal Funds Awarded to Date for Project Period	6,849,784.00

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)*

a

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 provides funding for the Water Quality Improvement Program for Coastal Mississippi Waters.

AUTHORIZING OFFICIAL:

17.OBJ CLASS 41.0006	**18a. VENDOR CODE** 640629297	**18b. EIN** 640629297	**19a. UEI** W5BGFCYALNM6 **19b. DUNS** 809399876	**20. CONG. DIST.** 02
FY-ACCOUNT NO.	**DOCUMENT NO.**	**ADMINISTRATIVE CODE**	**AMT ACTION FIN ASST**	**APPROPRIATION**
21. a. CP-FPL3b	b. GT3000008A	c. 6012 FPL3B	d. $6,849,784.00	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

Special Award Conditions

1. Non-Duplicative Use of RESTORE Act Funds

The Recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the recipient will immediately notify the Grants Officer in writing. If the Recipient is authorized to make subawards, the Recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Grant Project Performance and Financial Reporting

The Recipient must submit project performance reports through the Council's Program Information Platform for Ecological Restoration (PIPER) or any successor system on an annual basis during the period of performance. Financial reports must be submitted through GrantSolutions or any successor system also on an annual basis. Performance and financial reports covering the annual reporting period will be due 60 calendar days after the end of the annual reporting period specified in the Award. Final performance and financial reports that summarize the activities and findings of the Award are due 120 calendar days after the end of the period of performance. This special award condition (SAC) supersedes section C.01.a of the RESTORE Council Financial Assistance Standard Terms and Conditions dated August 2015, which states that financial reports are due on a semi-annual basis. Please see the Reporting Schedule located on a following page for the reporting period and due dates of performance and financial reports to be submitted as part of this Award.

3. Observational Data Management and Delivery

A. *Data Sharing:*

All data compiled, collected, or created under this Award must be reported to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the actual cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public-facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Publicly available ISO-compliant metadata record(s) of the project data must be provided and approved prior to closeout of the Award.

B. *Timeliness:*

Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or no later than six months after the end date of the period of performance set out in the Award, whichever first occurs.

C. *Author statement:*

Data produced under this Award and made available to the public must be accompanied by the following statement: “The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council."

D. *Failure to Share Data:*

Failing or delaying to make data accessible in accordance with the submitted data management information and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.

E. *Data Citation:*

Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

F. *Final Project Geographic Information System (GIS) files:*

As appropriate to project deliverables, final updated project boundaries, footprints, and features must be provided to the Grants Office no later than the submission of the final Performance Outcome Report. Where more detailed project features are developed (for example, during the engineering and design phase if additional features are identified within the project boundary), or project boundaries change during project planning or implementation, these updated boundaries and the appropriate feature attributes must be provided. These files must be geospatial in nature (acceptable formats are SHP, GDB, or DGN) and contain projection information and complete ISO-compliant metadata.

4. **Updates to the Observational Data Plan**

The Recipient will update the Observational Data Plan to include any plan details listed as “Not available (N/A)” or “To be determined (TBD)”, or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection and will address Council Staff reviewer comments provided within the most recent version of the Observational Data Plan (available for download in PIPER), if any. For all plan details provided via updated Observational Data Plans, the recipient will make any corresponding updates to metrics details in PIPER. The recipient must deliver updated plans to the Council at least annually until all comments are addressed and all “N/A,” “TBD” and unspecified items are provided, and must correct any inaccuracies until all information is final. The first updated plan will include time-frames for providing any missing information. Updated plans provided to the Council will conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report will be submitted and approved prior to closeout of the award.

5. **Contractor Procurement**

Prior to any expenditure of funds in the budget for contractual support, the Recipient will provide the Council with documentation that identifies the contractor, describes the work to be performed, and demonstrates that the procurement was made in compliance with Mississippi procurement statutes and applicable provisions of 2 CFR Part 200. Submission of documentation is not required for contractors for whom the requested information was provided with the grant application or for contracts providing goods and services in an amount below the micro-purchase threshold. The following information will be provided as a minimum for each new procurement:

- Name and Universal Entity Identifier (UEI) of Contractor. Identify the name of the contractor and provide the contractor’s UEI or DUNS number.
- Procurement Method. Identify the method of procuring the contract. If the contract is sole source, include a detailed justification as to why this organization is the only one able to perform the services or how this selection is otherwise in conformance with applicable contracting rules related to non-competitive awards.
- Type of contract awarded (e.g., time and materials, fixed, etc).
- Period of Performance. Specify the beginning and ending dates of the contract.
- Scope of Work. Describe the specific services/tasks to be performed by the contractor and relate them to the accomplishment of project or program objectives. Deliverables should be clearly defined.
- Method of Accountability. Describe how the progress and performance of the contractor will be monitored during and on close of the period of performance. Identify who will be responsible for supervising the contract.

- Contract Amount. At a minimum, provide the total amount of the contract.

The Recipient should not send contract or other procurement documents to the Council unless specifically requested. The Council's review of the above listed information is for the limited purpose of ensuring compliance with the terms and conditions of the award and 2 CFR Part 200.

6. **Subrecipient Selection Post-Award**

Prior to any approval of the proposed subrecipient agreement(s) described in the application for which subrecipients had not been identified at the time of the Award, the Recipient will provide the Council with documentation identifying the subrecipient(s) and describing the work to be performed and the funding required to accomplish this scope of work. At a minimum the following information will be provided for each subaward:

- Name and Universal Entity Identifier (UEI) of Subrecipient. Identify the name of the subrecipient and provide the subrecipient's UEI or DUNS number.
- Selection Method. Identify the method of selecting the subrecipient and describe the qualifications of the subrecipient to carry out the scope of work.
- Period of Performance. Specify the beginning and ending dates of the subaward.
- Scope of Work. Describe the specific services/tasks to be performed by the subrecipient and relate them to the accomplishment of project or program objectives. Deliverables should be clearly defined.
- Monitoring of Subrecipient. Describe how the progress and performance of the subrecipient will be monitored during and on close of the period of performance. Identify who will be responsible for supervising the subrecipient.
- Itemized Budget and Justification. Provide a detailed, itemized budget with appropriate justification, using object class categories from the Standard Form (SF) 424A and/or 424C as appropriate. If applicable, include any indirect costs anticipated under the subaward and the indirect cost rate used, and provide the subrecipient's negotiated indirect cost rate agreement. Any additional co-funding required to complete the scope of work must also be described.

The Recipient should not send subaward agreements to the Council unless specifically requested. The Council's review of the above listed information is for the limited purpose of ensuring compliance with the terms and conditions of the award and 2 CFR Part 200.

7. **Submission of Project Workplans as part of a Program Award**

In order for specific projects to be funded within this program Award, a project workplan for each specific project must be submitted to and approved by Council staff. Federal funds for implementation of specific projects will not be released until such approval.

A. *In general:*

Each project workplan must discuss and demonstrate the following:

1) Consistency with the program;

2) Support of primary goals and objectives of the program;

3) Contribution to program metrics.

B. *Specifically:*

Each project work plan must include the following:

1) Project Narrative, including but not limited to:

a) scope of work;

b) participating organizations (subrecipients, contractors, etc.);

c) project location;

d) performance measurement.

2) Project schedule, primary milestones and estimated useful life of project and project property;

3) Budget Narrative by object class categories with supporting documentation, including detailed descriptions of any co-funding, contractual and/or subrecipient expenses;

4) Other information to include:

a. Updates to the Program Observational Data Plan (eODP) to capture updated monitoring and data collection activities for project performance measurement;

b. Updates to the Program GIS files to include project location(s); and

c. Environmental compliance and best available science justification, as applicable. Please see the "Best Available Science" SAC for additional details about the required best available science justification.

Once a project workplan has been approved by Council staff, the program Award will be amended to include the approved project and any additional special award conditions or supplemental terms, and the appropriate funding for that project will be released.

8. Best Available Science for Program Workplans

Individual projects selected under the proposed program are subject to best available science review, and may be subject to external best available science review. Upon the selection of a given project, the recipient must explain their determination that the project is based on the best available science by providing to the Council a detailed explanation of how the project was selected using best available science, how proposed activities will apply the best available science and project-level details, including specific project locations, reasons for selecting locations, methods proposed, and identify uncertainties and risks.

9. Supplemental Construction And Improvements To Real Property Terms

A. Estimated Useful Life and Federal Interest in Project Property

Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient or subrecipient, as specified in the award, for the purpose(s) for which the award was made for the estimated useful life. See 2 CFR § 200.316. The estimated useful life of the program, project, or activity is defined as the period of years that constitutes the expected useful lifespan of the program, project or activity, as estimated by the recipient and agreed to by the Council, during which the Council anticipates obtaining the benefits pursuant to award purposes authorized by the RESTORE Act. If the estimated useful life is provided in the recipient's application, the Grants Office's issuance of the award represents its concurrence with the recipient's proposed estimated useful life.

The recipient's obligation to the Council continues for the estimated useful life. At its discretion, the Council Grants Office may waive the requirements to establish an estimated useful life for an ecosystem restoration project.

The recipient or subrecipient shall not engage in any of the following "Unauthorized Transactions" without the prior written approval of the Council's Grants Officer:

1. Sell, lease, transfer, assign, convey, hypothecate, mortgage, dispose of, or otherwise convey or encumber any interest in the property;

2. Use project property for purposes other than award purposes; or

3. Fail to comply with the terms and conditions of this award or any of the federal laws and regulations, Council policies, Executive Orders, or OMB Circulars that are incorporated into the terms and conditions of this Award.

Throughout the estimated useful life, the Council retains an undivided equitable interest in the property, sometimes referred to as the "federal interest." See 2 CFR § 200.1. If the Council determines that an Unauthorized Transaction has occurred, the Council shall have the right, exercisable at any time by written notice to the recipient, to issue disposition instructions in accordance with 2 CFR § 200.311(c), which may include requiring the recipient repay to the Council the full cash value of the federal interest in the property, computed as the percentage of the fair market value of the property attributable to the Council's funding of the project; such percentage calculated at the time of the funding and such cash value calculated at the time of the Council's exercise of this right (see 2 CFR § 200.1). The Council may also take any other action or remedy that may be legally available. The Council's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

When the estimated useful life has ended, the Federal interest will thereupon be extinguished and the Federal Government will have no further interest in the property.

B. Reporting on Real Property Acquired or Improved

In accordance with 2 CFR 200.330, the recipient must complete and submit to the Council a report on the status of all properties acquired or improved, using Form SF-429 "Real Property Status Report" or any equivalent or successor form. All reports must be for the period ending December 31, or any portion thereof, and are due no later than 60 days following the end of the reporting period. The recipient must continue to submit these reports to the Council or a successor agency:

1. Until acquired property is disposed of in accordance with 2 CFR § 200.311(c); or

2. Throughout the estimated useful life of the project and associated improvements.

Reports will be submitted according to the following schedule, unless otherwise indicated in a special award condition:

3. For real property in which the Council retains an interest for less than 15 years, reports must be submitted annually for the first three years beginning in the year the first property is acquired or improved under the award and thereafter every three years.

4. For real property in which the Council retains an interest for 15 years or more, reports must be submitted annually for the first three years beginning in the year the first property is acquired or improved under the award and every five years thereafter.

At the end of the period of performance, the recipient must complete and submit Form SF-429 or any equivalent or successor form to the Grants Office with the final performance and financial reports.

C. Authorized Award Purpose

Recipient will, or will cause subrecipient to, hold and maintain the property/properties or easement(s) as pursuant to Authorized Award Purposes for the duration of the federal interest (as defined at 2 CFR § 200.1) in the property/properties. The Authorized Award Purposes are defined in the approved scope of work for the award stored within the electronic Grants Management System.

Before commencing any construction or other improvements not approved in the award, recipient will, or will cause subrecipient to, ensure that any alterations to or development on the property/properties are consistent with and will advance the Authorized Award Purposes. Existing structures on any property tract may be removed to achieve the Authorized Award Purposes. In all cases, any development on the property/properties, including removal of existing structures, must conform to federal, state, and local ordinances and standards, and shall remain subject to the requirements of any special award conditions.

D. Pre-Construction Requirements

Federal funds for construction costs for any project will not be released by the Council until the following information and documentation is received from the Recipient and accepted in writing by the Grants Office. If construction is commenced prior to the Council's acceptance, the Recipient and any Subrecipient proceeds at its own risk.

1. *Title to real property improved under this award.* Before solicitation of bids for construction, the Recipient will certify that:

a. For all real property required for implementation of the Project (collectively, "Property"), Recipient or Subrecipient owns or controls all rights in the Property necessary for construction, operation, and maintenance of the Project throughout its estimated useful life; and

b. Neither Recipient nor Subrecipient is aware of any restriction or encumbrance on the Property that could materially interfere with any award purpose.

In all cases, the Recipient, and Subrecipient if applicable, must disclose any ongoing litigation concerning the Property prior to requesting the release of federal funds for construction.

The Council will rely upon the Recipient's due diligence in ensuring control of all property rights needed for award purposes.

Example certification documentation is as follows:

REAL PROPERTY CERTIFICATION

Program Name: Water Quality Improvement Program for Coastal Mississippi Waters (the "Program")

FAIN: GT3CP23MS0008

Recipient: Mississippi Department of Environmental Quality

Project Name: -enter Project name- (the "Project")

Subrecipient: -enter Subrecipient name-

I, the undersigned authorized representative of the Mississippi Department of Environmental Quality (Recipient), hereby certify that:

1. For all real property required for implementation of the Project (collectively, "Property"), Recipient or Subrecipient owns or controls all rights in the Property necessary for the construction, operation and maintenance of the Project throughout its estimated useful life; and
2. Neither Recipient nor Subrecipient is aware of any restriction or encumbrance on the Property that could materially interfere with any award purpose.

Please include: Signature, Printed Name of Signatory, Title of Signatory, and Date the document was signed.

2. *Engineering and design plans*. The Recipient must provide to the Council Grants Office the cover sheet and such pages as necessary to demonstrate that 100% design and engineering plans and specifications for all construction activities funded under this award have been stamped/signed by a professional engineer currently licensed in accordance with State requirements.

For ecosystem restoration projects, or as otherwise directed by the Council Program Office, the Recipient must provide a full and complete set of plans and specifications.

The Council's review is to ensure compliance with the terms and conditions of the award; the Council will not be responsible for the accuracy or completeness of design, dimensions, details, proper selection of materials, or compliance with required codes or ordinances. As between the Council and the Recipient, these responsibilities rest solely with the Recipient. For clarity, nothing in the foregoing is intended to limit or otherwise affect any of the Recipient's rights or remedies in connection with any third party, including any of the Recipient's subrecipients or contractors.

3. *Notice of Federal Interest*. Throughout the estimated useful life of a project conducted upon property acquired or improved under an award, the Council retains an undivided equitable interest in the property, sometimes referred to as the "federal interest." See 2 CFR §§ 200.1 and 200.316. The Recipient and Subrecipient acknowledge the federal interest when accepting the award or subaward. When a notice of federal interest is required, the Recipient must provide written confirmation that a notice of federal interest has been filed in the relevant real property records prior to the commencement of construction. In submitting this information, the Recipient and Subrecipient represent and certify to the Council that neither are aware of any restrictions or encumbrances that could materially interfere with any award purpose. The Council has relied upon and will continue to rely upon the Recipient's due diligence in protecting title to property needed for award purposes.

a. To document the federal interest for all properties or property interests acquired under an award, the Council's federal interest will be recorded through a restriction in the property deed and the filing of a notice of federal interest unless otherwise specified in a special award condition. See Terms and Conditions for Land Acquisition.

b. To document the federal interest for properties improved under an award for which acquisition is not required, the recipient will, or, as appropriate, will cause subrecipient to, execute and record a notice of federal interest, acceptable in form and substance by the Council, which must be perfected and placed of record in accordance with local law, with continuances re-filed as appropriate. A notice of federal interest is not required to be recorded when the following conditions apply, unless specified in a special award condition:

i) The costs of improvements to a single property are less than the Simplified Acquisition Threshold;

ii) The project is comprised of linear construction or improvements, such as installation of water or wastewater main lines or road improvements, requiring access across numerous properties; or

iii) The property is owned by a third party, such as a private landowner, and improved under an agreement between the third party and the recipient or subrecipient as applicable. When a third party is involved, the landowner's acknowledgement of the federal investment and responsibility to either maintain or, at a minimum not intentionally interfere with, the authorized purpose identified in the award must be included in the agreement between the parties under which the improvements will be conducted.

c. At a minimum, the Notice of Federal Interest will include the following items:

i) A statement that the award was made by the RESTORE Council to the specific recipient, including the Federal Award Identification Number, award title, and date of award;

ii) The location of the Project, including physical address;

iii) A reference to any agreement between the recipient, subrecipient and property owner, as applicable.

iv) A minimum length of time the Project will be in operation (which time must equal or exceed the estimated useful life); and

v) Language equivalent to the following:

"The Notice of Award for this grant includes conditions on use of the aforementioned Project Property and provides for a continuing Federal Interest in Project Property. Specifically, Project Property may not be used for any purpose inconsistent with the Award, RESTORE Act, and any program regulations governing the Award. In addition, the Property owner may not:

1. Enter into any mortgage, lien, assignment or any other similar legal or equitable instrument in connection to Project Property or any right therein;
2. Otherwise encumber Property or any right therein;
3. Sell, transfer, assign, donate, or otherwise dispose of Project Property or any right therein; or
4. Take any action that would prevent or hinder Project Property from being used for Award purposes for 30 consecutive calendar days without the prior written approval of the Executive Director, Gulf Coast Ecosystem Restoration Council (or any successor agency).

In addition, Project Property may not be used in violation of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the

Rehabilitation Act of 1973 (29 U.S.C. 794), which laws prohibit discrimination on the basis of race, religion, national origin, or disability. These conditions are in accordance with the statutory provisions set forth in the Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) (33 U.S.C. § 1321(t), Pub. L. No. 112-141), 2 CFR § 200 as applicable, the Notice of Funding Availability for Spill Impact Component Project Grants published by the Gulf Coast Ecosystem Restoration Council, and other terms and conditions of the grant award.

These grant conditions and requirements cannot be nullified or voided through a transfer of ownership. Therefore, any proposed change in usage or ownership must be approved in writing by the Executive Director, Gulf Coast Ecosystem Restoration Council."

The recipient will also provide the Grants Office with a written statement from a licensed attorney in the jurisdiction where the property is located certifying that the federal interest has been protected, as required under the award and in accordance with local law. Such a statement is required unless a waiver is provided in writing by the Grants Officer.

4. *Permitting requirements*. The Recipient must provide all federal, state, and local permits and any other documentation of compliance demonstrating that all applicable environmental laws / requirements necessary for construction, operation and maintenance of the Project have been addressed.

5. *Floodplain requirements*. If any project real property is located within the 100-year floodplain or other flooding risks have been identified, the recipient must furnish evidence, satisfactory to the Council Grants Office, that all applicable floodplain requirements have been met. At minimum, this includes the following:

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 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 the Council's satisfaction. This notice may be satisfied through an environmental assessment or permitting process used as the vehicle for public notice, involvement and explanation per 44 CFR 9.8(b)(2).

b. Floodplain Protection. Certification by the project engineer or architect that the project facility will be adequately protected from damage by flood, or written confirmation from the State/local Floodplain Manager that the proposed project and any associated design and engineering plans are in accordance with all applicable floodplain ordinances/regulations.

c. Flood Insurance. In accordance with the Flood Disaster Protection Act (42 U.S.C. § 4002 et seq), that the community is participating in the National Flood Insurance Program, and that as required, the recipient has or will purchase and maintain, or as appropriate, will cause the subrecipient to have or purchase and maintain, flood insurance.

6. *Americans with Disabilities Act (ADA) Compliance*. For any projects where funding will be used to provide, create or facilitate public access to project property, the recipient must furnish evidence satisfactory to the Council Grants Office, that the recipient or subrecipient will be in compliance with ADA requirements related to improvements to be constructed or operated under the project.

7. *Contingency*. If contingency funds are included in the approved award budget in accordance with 2 CFR 200.433, such funds will be described in the Budget Narrative for expenditures related to construction activities. Contingency funds may not be utilized for project scope changes, unforeseen risks

or extraordinary events. Federal funds equal to the amount of contingency funds approved will not be released until documentation verifying that proposed contingency expenditures comply with 2 CFR 200.300 and 200.403, are necessary and reasonable for accomplishment of the award scope, and will be verifiable from the Recipient's or Subrecipient's financial records, is submitted by the Recipient and accepted in writing by the Grants Office.

8. *Updated construction schedules and cost estimates*. The Recipient must furnish the most recent construction schedules and cost estimates based upon the completed engineering and design plans and/or any other information that has become available since the last update.

E. Administration, Operation and Maintenance

The recipient agrees to, or to cause the subrecipient to, administer, operate and maintain any property improved with federal funds for the project's 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:

1. Strikes or work stoppage;

2. Floods, earthquakes, or other natural disasters;

3. Terrorist acts; and

4. 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.

F. Acquisition of Real Property

Unless specifically described in an award scope of work, the acquisition of real property is not an allowable expense. In the event that acquisition of real property or an interest in real property is identified as necessary to achieve the objectives of an award, the recipient shall contact the Council Grants Office for instructions prior to expending any funds related to the acquisition of real property.

If any property used under the award is acquired during the period of performance, regardless of the source of funding, the Recipient will be required to provide documentation (such as an option agreement, purchase agreement, or letter of intent) between the seller and the Recipient that indicates agreement to the sale (or intent to agree if terms of a contract can be reached), and the price to be paid for the property. If such documentation is not obtainable, e.g., property heirs cannot be located after demonstrated due diligence, the Recipient may request a modification of this requirement from the Grants Officer.

G. Bonding

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the minimum bonding requirements are as follows:

1. A bid guarantee from each bidder equivalent to five percent (5%) 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.

2. A performance bond on the part of the contractor for one hundred percent (100%) 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.

3. A payment bond on the part of the contractor for one hundred percent (100%) 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.

H. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 CFR § 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 and Subrecipient, as applicable, must comply with these regulations and must obtain compliance with 41 CFR § 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 CFR § 60-4. The goal for participation of women in each trade area must be as follows:

1. From April 1, 1981, until further notice: 6.9 percent;

2. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Specific Award Conditions;

3. Goals for minority participation must be as prescribed by Appendix B-80, 45 FR 65984 (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 CFR 60-6.

I. Davis-Bacon Act and Related Acts

As applicable, the recipient and subrecipient must comply with the provisions of the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148); the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 and 40 U.S.C. § 3145); and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), regarding labor standards for federally assisted construction sub-agreements (wage guarantees).

1. Davis-Bacon Act-related provisions are applicable if a project is classified as a “treatment works” as defined in 33 U.S.C § 1292; or for a construction project regardless of its classification if that project is receiving Federal assistance from another Federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations (29 CFR 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 specific 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. A copy of the current prevailing wage determination issued by the Department of Labor must be included in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The recipient or subrecipient, as applicable, must report all suspected or reported violations to the Council.

2. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act, as supplemented by Department of Labor regulations (29 CFR 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"). This Act provides that the recipient, subrecipient, contractor, or subcontractor 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 recipient or subrecipient, as applicable, must report all suspected or reported violations to the Council.

3. Finally, the Contract Work Hours and Safety Standards Act provides work hour standards for every laborer and mechanic employed by any contractor or subcontractor in the performance of a Federal public works project. All contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

J. Inspection and Final Acceptance

The final five percent (5%) of the contract amount for construction costs will not be drawn down by the recipient or subrecipient until final approval of construction associated with that contract. The recipient or subrecipient will schedule a final inspection when all construction has been completed, the architect/engineer has conducted their inspection, and any deficiencies have been corrected. Representatives of the recipient or subrecipient, if applicable, the architect/engineer, the contractor(s), and the Council, if they so desire, will make the final inspection. The Council Program Officer must be given ten (10) business days advance notice of the final inspection so that their representative may participate.

The recipient must provide the Notice of Final Acceptance signed by the recipient or subrecipient, as applicable, and Council staff must advise of their acceptance prior to the drawdown of the final five percent (5%) of construction contract funds. If required in a special award condition, the Electronic copy of the "Notice of Federal Interest" filed in the relevant real property records must also be provided prior to drawdown of these funds. Additionally, prior to project close-out, the Recipient must certify that they have received stamped/signed as-built drawings from the project engineer.

AWARD ATTACHMENTS

DEPARTMENT OF ENVIRONMENTAL QUALITY MISSISSIPPI GT3CP23MS0008-01-00

1. Award Notes

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov

- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101 (2021), AND TECHNICAL CORRECTIONS AT 86 FR 10439 (FEBRUARY 22, 2021)

This award incorporates by reference and gives effect to the most recent data available in the GrantSolutions system for the following item:

- ☒ BUDGET NARRATIVE

This award incorporates by reference and gives effect to the most recent data available in the PIPER system for the following items:

- ☒ PROJECT NARRATIVE
- ☒ OBSERVATIONAL DATA PLAN
- ☒ MILESTONES
- ☒ METRICS

GCERC Internal Financial Codes:

FY23 - CatB6012 - Cost Pool GCCSTMS000
CAM 1: GCCGCOMRESIL
CAM 2: GCCGULFWIDEX
CAM 3: GCCALLOBJECT

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Maximum Draw Amount Allowed in ASAP	Notes
$6,849,784.00	$4,903,425.00	$1,946,359.00	*See Below

*Non-construction funding will be released as projects are incorporated into the program. Construction funding will be released when all pre-construction requirements are met.

REPORTING SCHEDULE

Reporting Task	Reporting Period	Task Due Date
Financial & Performance Reports	9/7/2023 - 9/30/2024	11/29/2024
Financial & Performance Reports	10/1/2024 - 9/30/2025	11/29/2025
Financial & Performance Reports	10/1/2025 - 9/30/2026	11/29/2026
Financial & Performance Reports	10/1/2026 - 9/30/2027	11/29/2027
Final Reports (Financial & Performance)	10/1/2027 - 9/7/2028	1/5/2029

RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

RESTORE COUNCIL
FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

Table of Contents

A. STATUTORY AND NATIONAL POLICY REQUIREMENTS 1
B. PROGRAMMATIC REQUIREMENTS 1
.01 Performance (Technical) Reports 2
.02 Reporting on Real Property 3
.03 Unsatisfactory Performance 3
.04 Programmatic Changes 3
.05 Other Federal Awards with Similar Programmatic Activities 3
.06 Non-Compliance with Award Provisions 4
.07 Prohibition against Assignment by the Non-Federal Entity 4
.08 Disclaimer Provisions 4
C. FINANCIAL REQUIREMENTS 4
.01 Financial Reports 4
.02 Financial Management 5
.03 Award Payments 6
.04 Federal and Non-Federal Sharing 7
.05 Program Income 7
.06 Budget Changes and Transfer of Funds among Categories 8
.07 Indirect (Facilities and Administrative [F&A]) Costs 9
.08 Incurring Costs or Obligating Federal Funds Outside of the Period of Performance 11
.09 Tax Refunds 11

D. INTERNAL CONTROLS 12
E. PROPERTY STANDARDS 12
.01 Standards 12
.02 Insurance coverage 12
.03 Real Property 13
.04 Federally-owned and Exempt Federally-owned Property 14
.05 Equipment 14
.06 Supplies 15
.07 Intangible Property 15
.08 Property Trust Relationship 16
F. PROCUREMENT STANDARDS 16
G. NON-DISCRIMINATION REQUIREMENTS 17
.01 Statutory Provisions 17
.02 Other Provisions 18
.03 Title VII Exemption for Religious Organizations 19
H. RECORDS RETENTION 19
I. AUDITS 20
.01 Organization-Wide, Program-Specific, and Project Audits 20
.02 Audit Resolution Process 21
J. DEBTS 22
.01 Payment of Debts Owed the Federal Government 22
.02 Late Payment Charges 22
.03 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs 23
K. GOVERNMENTWIDE DEBARMENT AND SUSPENSION 23
L. LOBBYING RESTRICTIONS 23
.01 Statutory Provisions 23
.02 Disclosure of Lobbying Activities 23
M. REMEDIES FOR NONCOMPLIANCE 24
N. CODES OF CONDUCT AND SUBAWARD, CONTRACT, AND SUBCONTRACT PROVISIONS 26
.01 Code of Conduct for Recipients 26
.02 Applicability of Award Provisions to Subrecipients 26
.03 Competition and Codes of Conduct for Subawards 28

.04 Applicability of Provisions to Subawards, Contracts, and Subcontracts 28
.05 Subaward and/or Contract to a Federal Agency 31
O. AMENDMENTS AND CLOSEOUT 32
P. ENVIRONMENTAL COMPLIANCE 32
.01 The National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*) 32
.02 The Endangered Species Act (16 U.S.C. § 1531 *et seq.*)..... 33
.03 Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*) 33
.04 Clean Water Act Section 404 (33 U.S.C. § 1344 *et seq.*) 33
.05 The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds 33
.06 National Historic Preservation Act (16 U.S.C. § 470 *et seq.*) 34
.07 Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans") 34
.08 The Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*) 34
.09 Executive Order 11988 ("Floodplain Management"), Executive Order 13690 ("Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input"), and Executive Order 11990 ("Protection of Wetlands") 34
.10 Executive Order 13112 ("Invasive Species") 35
.11 The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq.*)..... 35
.12 The Coastal Barriers Resources Act (16 U.S.C. § 3501 *et seq.*)..... 35
.13 The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq.*) 35
.14 The Safe Drinking Water Act (42 U.S.C. § 300 *et seq.*)..... 35
.15 The Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*)..... 36
.16 The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 *et seq.*)..... 36
.17 Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")..... 36
.18 Rivers and Harbors Act (33 U.S.C. 407) 36
.19 Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection") 36

.20 Executive Order 13653 ("Preparing the United States for the Impacts of Climate Change") ... 37
.21 Farmland Protection Policy Act (7 U.S.C. 4201 et seq.) ... 37
.22 Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.) ... 37
Q. MISCELLANEOUS REQUIREMENTS ... 37
.01 Criminal and Prohibited Activities ... 37
.02 Political Activities ... 37
.03 Drug-Free Workplace ... 38
.04 Foreign Travel ... 38
.05 Increasing Seat Belt Use in the United States ... 39
.06 Research Involving Human Subjects ... 39
.07 Federal Employee Expenses ... 39
.08 Minority Serving Institutions Initiative ... 40
.09 Research Misconduct ... 40
.10 Publications, Videos, Signage and Acknowledgment of Sponsorship ... 40
.11 Care and Use of Live Vertebrate Animals ... 41
.12 Homeland Security Presidential Directive 12 ... 41
.13 Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations ... 42
.14 The Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)), as amended, and the implementing regulations at 2 C.F.R. part 175 ... 43
.15 The Federal Funding Accountability and Transparency Act of 2006 ("Transparency Act" or FFATA)—Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (31 U.S.C. 6101) ... 44
.16 Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown ... 48
R. CERTIFICATIONS ... 49

THESE RESTORE COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (ST&Cs) ARE INCORPORATED INTO AND MADE A PART OF THE GRANT AWARD TO WHICH THEY ARE ATTACHED.

A. STATUTORY AND NATIONAL POLICY REQUIREMENTS

The non-Federal entity[1] (also referred to as "recipient" or "grantee") and any subrecipients must, in addition to the assurances made as part of the application, comply and require each of its contractors and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications. This document provides the Gulf Coast Ecosystem Restoration Council ("Council") standard terms and conditions (ST&Cs) for all Council awards. 2 CFR § 5900.101 provides the Council's adoption of 2 CFR Part 200, giving regulatory effect to the OMB guidance.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: public laws, regulations, applicable notices published in the *Federal Register*, EOs, OMB circulars, the Council ST&Cs, and special award conditions. Special award conditions may amend or take precedence over the ST&Cs if and when so provided by the ST&Cs.

Certain of the ST&Cs contain, by reference or substance, a summary of the pertinent statutes or regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), EOs, OMB circulars, or the assurances (Forms SF-424B and SF-424D). No such provision will be construed so as to be in derogation of, or an amendment to, any such statute, regulation, EO, OMB circular, or assurance.

B. PROGRAMMATIC REQUIREMENTS

The recipient must use funds only for the purposes identified in the grant award agreement in accordance with the requirements in 31 C.F.R. § 34.803(d). All activities under the award must meet the eligibility requirements of the Gulf RESTORE Program as defined in 31 C.F.R. §§ 34.201, 34.202 or 34.203, according to component.

[1] The OMB *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* located at 2 C.F.R. part 200 uses the term "non-Federal entity" to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because certain of the provisions of these ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these ST&Cs use the terms "non-Federal entity", "recipient", and "subrecipient." In addition, the OMB Uniform Guidance uses the term "pass-through entity" to refer to a non-Federal entity that makes a subaward.
"Non-Federal entity" is defined at 2 C.F.R. § 200.69 as "a State, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient."
"Recipient" is defined at 2 C.F.R. § 200.86 as "a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients."
"Subrecipient" is defined at 2 C.F.R. § 200.93 as "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency."
"Pass-through entity" is defined as 2 C.F.R. § 200.74 as "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

.01 Performance (Technical) Reports

a. Non-Federal entities must use OMB-approved governmentwide standard information collections when providing financial and performance information and, as appropriate and in accordance with such information collections, are required to relate financial data to the performance accomplishments of the Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The Non-Federal entity's performance will be measured in a way that will help the Council and other non-Federal entities to improve program outcomes, share lessons learned and spread the adoption of promising practices. Recipients will be provided with clear performance goals, indicators and milestones as described in 2 C.F.R. § 200.210 "Information contained in a Federal award."

b. Recipients must submit performance (technical) reports, which may be Form SF-PPR "Performance Progress Report" or any successor form, or another format as required by the Council, to the Council-designated grants officer (Grants Officer). Performance reports should be submitted electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies) in accordance with the award conditions.

c. Performance Reports must be submitted with the same frequency as the Federal Financial Report (Form SF-425), unless otherwise authorized by the Grants Officer. If events occur between scheduled performance reporting dates that have significant impact upon the activity, project or program, the recipient must notify the Grants Officer as soon as possible.

d. Performance (technical) reports shall contain brief information as prescribed in the *Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards* (2 C.F.R. part 200, specifically 2 C.F.R. § 200.328) incorporated into the award, unless otherwise specified in the award provisions. Specifically, in the "performance narrative" (item 10 on the SF-PPR), the recipient must provide the following information.

   1. Activities and Accomplishments:

      i. Summarize activities undertaken during the reporting period;
      ii. Summarize any key accomplishments, including milestones and metrics completed for the period;
      iii. 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
      iv. 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.

   2. Adaptive Management:

      i. 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
      ii. Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget.

3. Findings/Events: Summarize any significant findings or events, if applicable.

4. Dissemination Activities: Describe any activities to disseminate or publicize results of the activity, project, or program, if applicable.

5. Monitoring:

   i. Describe all efforts taken to monitor contractor and/or subrecipient performance, to include site visits, during the reporting period. 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
   ii. Describe any other activities or relevant information not already provided.

6. Planned Activities: Summarize the activities planned for the next reporting period.

7. Attachments: List and attach any deliverables completed during the performance period or other materials to be submitted with the report.

.02 Reporting on Real Property

In accordance with 2 C.F.R. § 200.329, the Federal awarding agency or pass-through entity must require a non-Federal entity to submit reports at least annually on the status of real property in which the Federal government retains an interest, unless the Federal interest in the real property extends 15 years or longer. If the attached Federal interest is for a period of 15 years or longer, the Council or pass-through entity may, at its option, require the non-Federal entity to report at various multi-year frequencies as specified in the terms of the award (e.g., every two years or every three years, not to exceed a five-year reporting period; or the Council or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years).

.03 Unsatisfactory Performance

Failure to perform the work in accordance with the terms of the award and maintain at least a satisfactory performance as determined by the Council may result in designation of the non-Federal entity as high risk and the assignment of special award conditions or other further action as provided in Section B.06, “Non-Compliance with Award Provisions” below.

.04 Programmatic Changes

The non-Federal entity shall report programmatic changes to the Grants Officer in accordance with 2 C.F.R. § 200.308, and shall request prior approvals in accordance with 2 C.F.R. § 200.407.

.05 Other Federal Awards with Similar Programmatic Activities

The non-Federal entity shall immediately provide written notification to the Grants Officer in the event that, subsequent to receipt of the Council award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the Council award. The Council will not pay for any costs that are funded by other sources.

.06 Non-Compliance with Award Provisions

Failure to comply with any or all of the provisions of the award may have a negative impact on future funding by the Council and may be considered grounds for any or all of the following actions: withholding of payments pending correction of the deficiency by the non-Federal entity and/or more severe enforcement action by the Council or pass-through entity in accordance with 2 C.F.R. § 200.338; disallowance of (that is, denial of both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; suspension or termination of all or any portion of the award; initiation of suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and any Council regulations and policies promulgated pursuant to its authority (or in the case of a pass-through entity, recommendation that such a proceeding be initiated by the Council); withholding of further awards for the project or program; or enforcement of other remedies that may be legally available. *See also* 2 C.F.R. §§ 200.339 through 200.342.

.07 Prohibition against Assignment by the Non-Federal Entity

The non-Federal entity shall not transfer, pledge, hypothecate, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, including without limitation any bank, trust company or other financing or financial institution, without the express written approval of the Grants Officer.

.08 Disclaimer Provisions

a. The United States expressly disclaims any and all responsibility or liability to the non-Federal entity or third persons for any actions of the non-Federal entity or third persons resulting in death, bodily injury, personal or property damage, or any other damage, loss or liability in connection with or resulting in any way from the performance of this award or any subaward or subcontract under this award.

b. Acceptance of this award by the non-Federal entity does not in any way establish or constitute an agency relationship between the United States and the non-Federal entity.

C. FINANCIAL REQUIREMENTS

.01 Financial Reports

a. In accordance with 2 C.F.R. § 200.327, the recipient shall submit a “Federal Financial Report” (Form SF-425 or any successor form, or another format as required by the Council) on a semi-annual basis. Semi-annual reporting periods will be specified in the grant award for either the periods ending March 31 and September 30, or any portion thereof, or June 30 and December 31, 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 Form SF-425 shall be submitted within 90 days after the expiration of the project period.

b. The report should be submitted to the Grants Officer electronically, unless the recipient makes an arrangement with the Grants Officer for submission in hard copy (no more than one original and two copies), in accordance with the award conditions.

c. The recipient must report to the Council at the conclusion of the grant period, or other period specified by the Council, on the use of funds pursuant to the award in accordance with the requirements in 31 C.F.R. § 34.803(e).

d. The recipient must forecast cash requirements/draws semi-annually, for the periods October 1 to March 31 and April 1 to September 30, throughout the life of the grant. Forecasted cash requirements must be updated with the submission of each "Federal Financial Report."

.02 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a), each State, including a state's administrative agents and the Gulf Consortium of Florida counties, must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. In addition, the state's and other non-Federal entities' financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions – including preparation of accurate, current and complete SF-425, Performance (Technical) Report, reporting on subawards, and any additional reports required by any additional award conditions. The financial management system also must be sufficient to trace funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations – including without limitation the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act), Council and Treasury RESTORE Act regulations – and the terms and conditions of the Federal award. *See also* 2 C.F.R. § 200.450 "Lobbying."

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b) and maintain detailed records sufficient to account for the receipt, obligation and expenditure of grant funds in accordance with the requirements in 31 C.F.R. § 34.803(b). *See also* 2 C.F.R. §§ 200.333 "Retention requirements for records"; 200.334 "Requests for transfer of records"; 200.335 "Methods for collection, transmission and storage of information"; 200.336 "Access to records"; and 200.337 "Restrictions on public access to records." Specifically, the financial management system must provide for:

   1. Identification and tracking of all Council awards received and expended by the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any;

   2. Records that adequately identify the source and application of all funds for Federally-funded activities, including information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and are supported by source documentation; and

   3. 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.

c. The recipient must establish written procedures to implement the requirements set forth in Subsection, C.03 "Award Payments," below, 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.

.03 Award Payments

a. The reimbursement method of payment will be used under this award, unless otherwise specified in a special award condition. The Grants Officer will determine the appropriate method of payment. Payments are made through electronic funds transfers directly to the non-Federal entity's bank account and in accordance with the requirements of the Debt Collection Improvement Act of 1996 (31 U.S.C. § 3701 *et. seq.*) and the Cash Management Improvement Act (31 U.S.C. § 6501 *et. seq.*).

   1. Consistent with 2 C.F.R. § 200.305(a), for States, payments are governed by the Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and Treasury Financial Manual Volume I, 4A-2000 "Overall Disbursing Rules for All Federal Agencies."

   2. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.

b. The Council Award Number must be included on all payment-related correspondence, information, and forms.

c. Unless otherwise provided for in the award terms, payments under this award will be made using the Department of Treasury's Automated Standard Application for Payment (ASAP)[2] system. Under the ASAP system, payments will be made through preauthorized electronic funds transfers in accordance with the requirements of the Debt Collection Improvement Act of 1996. Awards paid under the ASAP system will contain a special award condition, clause or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system. Recipients enrolled in the ASAP system are not required to submit a "Request for Advance or Reimbursement" (Form SF-270 or successor form), in order to receive payments relating to their award. Pre-approval prior to requesting payments may be required for recipients that are determined by the Council to be in a high risk category or noncompliant (*see* 2 C.F.R. § 200.205 "Federal awarding agency review of risk posed by applicants," and *see* section M "Remedies for Noncompliance" below).

   1. In order to receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which enables them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts.

   2. The following information will be required to make withdrawals under ASAP: (i) ASAP account number, i.e., the Federal award number found on the cover sheet of the award; (ii) Agency Location Code (ALC); and (iii) Region Code.

d. When expressly allowed through a special award condition, advances shall be limited to the minimum amounts necessary to meet immediate disbursement needs, but in no event shall advances exceed the amount of cash required for a 30-day period. Funds advanced but not disbursed in a timely manner and any accrued interest thereon must be promptly returned to the Council. The Grants Officer may periodically request documentation from the non-Federal entity verifying that the elapsed time between the transfer of funds and disbursement has been minimized. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize time elapsing

[2] Department of Treasury's Automated Standard Application for Payment (ASAP) system - https://www.fiscal.treasury.gov/fsservices/gov/pmt/asap/asap_home.htm, verified on 8/18/2015.

between transfer of funds and disbursement or if the non-Federal entity otherwise fails to continue to qualify for the advance payment method, the Grants Officer may change the method of payment to reimbursement only.

e. Where the use of an alternative system other than ASAP is provided for in the award terms, requests for payment will be submitted to the Grants Officer.

   1. Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," must be completed before the first award payment can be made via the "Request for Advance or Reimbursement" (Form SF-270) request.

   2. When advance payment is expressly allowed for by special award condition, the non-Federal entity must submit the request no more frequently than monthly, and advances will be approved for periods to cover only expenses anticipated over the following 30 days. The non-Federal entity must complete the "ACH Vendor Miscellaneous Payment Enrollment Form" (Form SF-3881 or successor form), and Form SF-270, and submit those forms to the Grants Officer.

.04 Federal and Non-Federal Sharing

a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares shall be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs are greater than the total approved budget, the Federal share shall not exceed the total Federal dollar amount authorized by the award.

b. The non-Federal share, whether in cash or in-kind, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or in-kind contributions. In any case the non-Federal entity must meet its cost share commitment over the life of the award. The non-Federal entity must create and maintain sufficient records sufficient to justify all non-Federal sharing requirements and to facilitate questions and audits. *See* Section I "Audits" below for audit requirements, and *see* 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

.05 Program Income

a. Non-Federal entities are encouraged to earn income to defray program costs where appropriate. Any program income shall be earned and applied consistent with the requirements of 2 C.F.R. § 200.307.

b. The recipient must maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds including the tracking of program income. Program income must be included in the non-Federal entity's approved budget and tracked in accordance with the requirements in 31 C.F.R. § 34.803(b).

c. All program income must be documented in the Federal financial report submitted to the Council for the period in which the income was earned.

.06 Budget Changes and Transfer of Funds among Categories

a. Requests for changes to the approved budget must be made in accordance with 2 C.F.R. § 200.308 "Revision of budget and program plans" and submitted in writing to the Grants Officer who will make the final determination on such requests and notify the non-Federal entity in writing thereof.

   1. Construction Awards. For construction Federal awards, the non-Federal entity must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:

      i. The revision results from changes in the scope or the objective of the project or program;
      ii. The need arises for additional Federal funds to complete the project; or
      iii. A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in 2 C.F.R. part 200, Subpart E—"Cost Principles."

   2. Non-Construction Awards. For non-construction Federal awards, recipients must request prior written approval promptly from the Grants Officer for budget revisions whenever one or more of the following applies:

      i. Change in the scope or the objective of the project or program;
      ii. Change in a key person specified in the application or the Federal award;
      iii. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator;
      iv. The inclusion, unless waived by the Council, of costs that require prior approval in accordance with 2 C.F.R. part 200 Subpart E—"Cost Principles" or 45 C.F.R. Part 75 Appendix IX "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 C.F.R. Part 31 "Contract Cost Principles and Procedures," as applicable;
      v. The transfer of funds budgeted for participant support costs as defined in 2 C.F.R. § 200.75 "Participant support costs to other categories of expense";
      vi. The subawarding, transferring or contracting out of any work under a Federal award unless (a) described in the application and funded in the approved Federal award, or (b)applicable to the acquisition of supplies, material, equipment or general support services only; or
      vii. Changes in the amount of approved cost-sharing or matching provided by the non-Federal entity. No other prior approval requirements for specific items may be imposed unless a deviation has been approved by OMB. *See also* 2 C.F.R. §§ 200.102 "Exceptions" and 200.407 "Prior written approval."

   3. Both Construction and Non-Construction Activities in Award. If a single award provides support for construction and non-construction work, the recipient must request prior written approval from the Grants Officer before making any fund or budget transfers between the two types of work supported.

b. In accordance with 2 C.F.R. § 200.308(e), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is the Simplified Acquisition Threshold ($150,000 as of 12/26/2013) or less. For awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold, the recipient must request prior written approval from the Grants Officer for transfers of funds among direct cost categories when the

cumulative amount of such direct cost transfers exceeds ten percent of the total budget[3] as last approved by the Grants Officer. The 10% threshold applies to the total Federal funds authorized by the Grants Officer at the time of the transfer request. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without the prior written approval of the Grants Officer. No transfer that enables any Federal appropriation, or part thereof, to be used for an unauthorized purpose will be permitted. The foregoing provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. *See* 2 C.F.R. § 200.308 (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

c. The recipient is not authorized at any time to transfer amounts budgeted for direct costs to the indirect costs line item or vice versa without the prior written approval of the Grants Officer.

.07 Indirect (Facilities and Administrative [F&A]) Costs

a. Indirect (facilities and administrative [F&A]) costs will not be allowable charges against an award unless permitted under the award, specifically included as a line item in the award's approved budget and consistent with 2 C.F.R. §§ 200.414 "Indirect (F&A) costs" and Subpart E "Cost Principles."

b. Indirect costs of recipients are subject to the three percent (3%) cap on administrative expenses stated in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204. The three percent cap on administrative expenses applies only to recipients and does not flow down to subrecipients.

c. Excess indirect costs may not be used to offset unallowable direct costs.

d. Indirect costs charged must be consistent with the indirect cost rate agreement negotiated between the non-Federal entity 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. The Council will accept approved indirect cost rates unless otherwise authorized by a Federal statute or regulation, or requirements at 2 C.F.R. § 200.414(c) are met.

    1. If indirect costs are permitted and the non-Federal entity wishes to include indirect costs in its budget, but the non-Federal entity has not previously established an indirect cost rate with a Federal agency, the requirements for determining the relevant cognizant agency and developing and submitting indirect (F&A) cost rate proposals and cost allocation plans are contained in Appendices III – VII to 2 C.F.R. Part 200 as follows:

        - Appendix III to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);
        - Appendix IV to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;
        - Appendix V to 2 C.F.R. Part 200 – State/Local Governmentwide Central Service Cost Allocation Plans;

[3] The cumulative amount of direct cost transfers is calculated by summing the negative variances between the approved and proposed budgets. Variance is calculated by subtracting the proposed budget amount for each cost category from the approved budget amount for the category. Only variances less than zero are totaled. The cumulative negative variance is then divided by the total grant award budget to determine the percentage transferred, i.e., cumulative % of transfer(s) = {[Σ (negative variances)] / total award budget} x 100.

- Appendix VI to 2 C.F.R. Part 200 – Public Assistance Cost Allocation Plans; and
- Appendix VII to 2 C.F.R. Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals.

The cognizant agency for governmental units or agencies not specifically identified by OMB will be determined based on the Federal agency providing the largest amount of Federal funds. *See* 2 C.F.R. §200.416 "Cost allocation plans and indirect cost proposals." When the Council is not the oversight or cognizant Federal agency, the non-Federal entity shall provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement.

2. For those organizations for which the Council is cognizant or has oversight, the Council or its designee will either negotiate a fixed rate with carry-forward provisions for the non-Federal entity or, in some instances, will limit its review to evaluating the procedures described in the non-Federal entity's cost allocation plan. Indirect cost rates and cost allocation methodology reviews are subject to future audits to determine actual indirect costs.

3. Within 90 days after the award start date, the non-Federal entity shall submit to the address listed below documentation (indirect cost proposal, cost allocation plan, etc.) necessary to perform the review. The non-Federal entity shall provide the Grants Officer with a copy of the transmittal letter.

   Gulf Coast Ecosystem Restoration Council Office
   Attn: Senior Grants Management Officer
   500 Poydras Street, Suite 1117
   New Orleans, LA 70130

   If the non-Federal entity fails to submit the required documentation to the Council within 90 days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the Council, oversight or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the non-Federal entity's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

4. The non-Federal entity may use the fixed rate proposed in the indirect cost plan until such time as the Council provides a response to the submitted plan. Actual indirect costs must be calculated annually and adjustments made through the carry-forward provision used in calculating the following year's rate. This calculation of actual indirect costs and the carry-forward provision is subject to audit. Indirect cost rate proposals must be submitted annually. Organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency within six months after the close of each of the recipients' fiscal years.

e. The maximum dollar amount of allocable indirect costs for which the Council will reimburse the non-Federal entity shall be the lesser of:

   1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or

   2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by a cognizant or oversight Federal Agency for indirect costs and applicable to the period in which the cost was incurred, provided that the rate is approved in writing on or before

the award end date, subject to the three percent (3%) cap on administrative expenses provided in 33 U.S.C. § 1321(t)(1)(B)(iii) and 31 C.F.R. § 34.204.

f. In addition, a non-Federal entity that is a State, local government, Indian tribe, institution of higher education, or nonprofit organization and has never received a negotiated indirect cost rate may elect to charge a *de minimis* rate of 10% of modified total direct costs. *See also* 2 C.F.R. § 200.414(f).

.08 Incurring Costs or Obligating Federal Funds Outside of the Period of Performance

a. The non-Federal entity shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the period of performance, i.e., the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. *See* 2 C.F.R. §§ 200.77 and 200.309.

   1. The Council or pass-through entity must include start and end dates of the period of performance in the Federal award.

   2. All activities supported through an award must occur and be completed during the approved period of performance, whether funded directly or through a subaward or subcontract, and all obligated costs must be liquidated within 90 days following the end date of the period of performance.

   3. The only costs which may be authorized for a period of not to exceed 90 days following the end of the project period are those solely associated with close-out activities. Close-out activities are limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grants Officer. The Grants Officer may approve extensions of the 90-day closeout period upon a request by the non-Federal entity as provided in 2 C.F.R. § 200.343.

b. Unless otherwise authorized in 2 C.F.R. § 200.343 or a special award condition, any extension of the project period can only be authorized by the Grants Officer in writing. Verbal or written assurances of funding from anyone other than the Grants Officer shall not constitute authority to obligate funds for programmatic activities beyond the end of the project period.

c. Pre-Award Costs. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Grants Officer. The recipient must use funds obligated and disbursed under the award only during the period of performance specified in the award document. *See* 2 C.F.R. § 200.458.

d. The Council has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the project period is at the sole discretion of the Council.

.09 Tax Refunds

Refunds of Federal Insurance Contributions Act (FICA) (26 U.S.C. §§ 3101-3128) or Federal Unemployment Tax Act (FUTA) (26 U.S.C. §§ 3301-3311) taxes received by the non-Federal entity

during or after the period of performance must be refunded or credited to the Council whenever the benefits were financed with Federal funds under the award. The non-Federal entity shall contact the Grants Officer immediately upon receipt of these refunds. The non-Federal entity shall in addition refund portions of FICA/FUTA taxes determined to belong to the Federal Government, including refunds received after the period of performance ends.

D. INTERNAL CONTROLS

Consistent with 2 C.F.R. § 200.303, each non-Federal entity:

a. Must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls must be in compliance with guidance in "Standards for Internal Control in the Federal Government"[4] issued by the Comptroller General of the United States or the "Internal Control Integrated Framework,"[5] issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

b. Must comply with Federal statutes, regulations, and the terms and conditions of the Federal award.

c. Must evaluate and monitor the non-Federal entity's compliance with statute, regulations and the terms and conditions of Federal award.

d. Must take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

e. Must take reasonable measures to safeguard protected personally identifiable information and other information the Council or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

E. PROPERTY STANDARDS

.01 Standards

The non-Federal entity must comply with the property standards as stipulated in 2 C.F.R. §§ 200.310 to 200.316.

.02 Insurance coverage

Recipients must provide insurance coverage for real property and equipment acquired or improved with Federal funds equivalent to that provided for property owned by the non-Federal entity. Federally-owned

[4] "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States - http://www.gao.gov/assets/80/76455.pdf, verified on 8/18/2015.
[5] "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO), Executive Summary - http://www.coso.org/documents/Internal%20Control-Integrated%20Framework.pdf, verified on 8/18/2015.

property need not be insured unless required by the terms and conditions of the Federal award. *See* 2 C.F.R. § 200.310.

.03 Real Property

a. Real property or an interest in real property may not be acquired under an award without prior written approval of the Grants Officer.

b. Title of real property. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.

c. Use. Except as otherwise provided by Federal statutes or by the Council, real property must be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or any other interest therein.

d. Willing Sellers. Land or interest in land may only be acquired by purchase, exchange or donation from a willing seller in accordance with the requirements in 31 C.F.R. § 34.803(f).

e. Federal Acquisitions. Funds may not be used to acquire land in fee title by the Federal Government unless the exceptions in 31 C.F.R. § 34.803(g) are met.

f. Disposition. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Council or pass-through entity. The instructions will provide that the non-Federal entity do one of the following:

    1. Retain title after compensating the Council. The amount paid to Council will be computed by applying the Council's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, if the non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

    2. Sell the property and compensate the Council. The amount due to the Council will be calculated by applying the Council's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the non-Federal entity is directed to sell property, it must utilize sales procedures that provide for competition to the extent practicable and result in the highest possible return.

    3. Transfer title to the Council or to a third party designated or approved by the Council. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

g. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of tangible personal property or of real property acquired or improved, in whole or in part, under a Council financial assistance award. The Grants Officer may also require the non-Federal entity to

submit Form SF-428 and/or Form SF-429, or successor forms, in connection with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to tangible personal property or to real property acquired or improved, in whole or in part, under a Council financial assistance award.

.04 Federally-owned and Exempt Federally-owned Property

a. Title to Federally-owned property[6] remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of Federally-owned property in its custody to the Grants Officer. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must report the property to the Grants Officer for further Council utilization. If the Council has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Council has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. § 3710 (i)) to donate research equipment to educational and non-profit organizations in accordance with Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century."). The Council will issue appropriate instructions to the non-Federal entity. The Council may exercise this option when statutory authority exists.

b. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt Federally-owned property acquired under the Federal award remains with the Federal government.

c. The Grants Officer may require the non-Federal entity to submit the Tangible Personal Property Report (Form SF-428 or successor form), and/or Real Property Status Report (Form SF-429 or successor form), including applicable attachments to each form, in connection with the reporting of Federally-owned property that is in the non-Federal entity's custody pursuant to a Council financial assistance award or with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to Federally-owned property.

.05 Equipment

a. Recipients must comply with the equipment standards provided in 2 C.F.R. §§ 200.313 "Equipment" and 200.439 "Equipment and other capital expenditures."

b. American-Made Equipment and Products. Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.

c. Use, management, and disposition of equipment acquired.

    1. For recipients that are States: The recipient must use, manage and dispose of equipment acquired under this award in accordance with state laws and procedures.

    2. For recipients that are not States: Equipment must be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program

[6] Federally-owned property as defined in 2 C.F.R. § 200.312 means property acquired under a Federal award where the title vests with the Federal government. Exempt Federally-owned property means property acquired under a Federal award where the Federal awarding agency has chosen to vest title to the property to the non-Federal entity without further obligation to the Federal Government, based upon the explicit terms and conditions of the Federal award.

continues to be supported by the Federal award. Before disposing of equipment during the period of performance, the recipient must seek disposition instructions from the Grants Officer for equipment acquired under this award if the current fair market value of the equipment is greater than $5,000 per unit. Disposition instructions must be requested by submitting a completed "Tangible Personal Property Report" (SF-428 or any successor form) and the "Disposition Request/Report" (SF-428-C or any successor form). In addition, not later than 60 days after the end of the period of performance, the recipient must submit to the Grants Officer a completed SF-428 and "Final Report Form" (SF-428-B or any successor form) if the recipient retains any equipment with a current fair market value greater than $5,000 per unit.

.06 Supplies

a. Title to supplies vests in the non-Federal entity upon acquisition. If residual inventory of unused supplies exceeds $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, then the non-Federal entity may retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal government for its share. The amount of compensation must be computed in the same manner as for equipment as prescribed in 2 C.F.R. § 200.313 "Equipment"; *see* 200.313(e)(2) for the calculation methodology. *See also* 2 C.F.R. § 200.453 "Materials and supplies costs, including costs of computing devices." The recipient must report the value and the retention or sale of such supplies by submitting to the Grants Officer a completed "Tangible Personal Property Report" (SF-428 or any successor form) and "Final Report Form" (SF-428-B or any successor form) no later than 60 days after the end of the period of performance.

b. As long as the Federal government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

.07 Intangible Property

a. Title to intangible[7] property acquired under a Federal award vests upon acquisition in the non-Federal entity.

b. The non-Federal entity must use intangible property for the originally-authorized purpose, and must not encumber the property without the prior written approval of the Council. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e).

c. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Council reserves a royalty-free, perpetual, nonexclusive and irrevocable license to reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the work throughout the world in all media now known or hereafter devised, and to authorize others to do so for Federal purposes.

[7] Intangible property as defined by 2 C.F.R. § 200.59 means property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

d. The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

e. The Federal government has the right, perpetually throughout the world in all media now known or hereafter devised, to:

   1. Obtain, reproduce, publish, distribute, exhibit, and/or otherwise use and exploit the data produced under a Federal award; and

   2. Authorize others to do so for Federal purposes.

f. Freedom of Information Act (FOIA). Pursuant to 2 C.F.R. § 200.315(e), in response to a FOIA request for research data relating to published research findings[8] produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Council will request, and the non-Federal entity must provide, within a reasonable time, the research data[9] so that such data can be made available to the public through the procedures established under the FOIA. If the Council obtains the research data solely in response to a FOIA request, the Council may charge the requester a reasonable fee equal to the full incremental cost of obtaining the research data that reflects the costs incurred by the Council and the non-Federal entity. Pursuant to 5 U.S.C. § 552(a)(4)(A), this fee is in addition to any fees the Council may assess under the FOIA.

.08 Property Trust Relationship

Real property, equipment and intangible property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Council may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

F. PROCUREMENT STANDARDS

Pursuant to 2 C.F.R. § 200.317, when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The

[8] Published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) means findings are published in a peer-reviewed scientific or technical journal; or a Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. Used by the Federal government in developing an "agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

[9] As defined by 2 C.F.R. § 200.315(e)(3), research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include: trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

State will comply with 2 C.F.R. § 200.322 "Procurement of recovered materials," and the State must ensure that every purchase order or other contract includes any clauses required by section 2 C.F.R. § 200.326 "Contract provisions." All other non-Federal entities, including subrecipients of a State, will follow the requirements of 2 C.F.R. §§ 200.318 "General procurement standards" through 200.326 "Contract provisions."

a. For recipients that are States: When executing procurement actions under the 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.

b. For 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, 200.324, and 200.325. 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."

G. 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 non-Federal entity shall comply with the non-discrimination requirements below:

.01 Statutory Provisions

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and any Council regulations and policies promulgated pursuant to its authority prohibit 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. The Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 *et seq.*) 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;

d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

e. Revised ADA Standards for Accessible Design for Construction Awards revised regulations implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286) which adopted new enforceable accessibility standards called the "2010 ADA

Standards for Accessible Design" (2010 Standards). All new construction and alteration projects shall comply with the 2010 Standards.

f. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and any Council regulations and policies promulgated pursuant to its authority prohibit discrimination on the basis of age in programs or activities receiving Federal financial assistance;

g. Any other applicable non-discrimination law(s).

.02 Other Provisions

a. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967) and EO 12086 (43 FR 46501, 1978), requiring Federally-assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of that EO 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," requiring 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.

c. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. The following provision implements that law:

   In accordance with 41 U.S.C. § 4712, an employee of a non-Federal entity or contractor under a Federal award or subaward may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

   1. A Member of Congress or a representative of a committee of Congress.
   2. An Inspector General.
   3. The Government Accountability Office.
   4. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
   5. An authorized official of the Department of Justice or other law enforcement agency.
   6. A court or grand jury.
   7. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

   Non-Federal entities shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

.03 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.

H. RECORDS RETENTION

a. The recipient must retain all records pertinent to this award for a period of no less than 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:

    1. 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 (if applicable), all conflict of interest and other procurement rules governing a particular contract, and any bid protests;

    2. 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 (if applicable);

    3. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients (if applicable);

    4. 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;

    5. All supporting documentation for the performance outcome and other information reported on the recipient's Financial Reports and Performance (Technical) Reports; and

    6. Any reports, publications, and data sets from any research conducted under this award.

b. 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.

I. AUDITS

a. Under the Government Accounting Office's authorities (5 U.S.C. § 701 et seq.) and the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, § 1 *et seq.*, an audit of the award may be conducted at any time. The Treasury Office of Inspector General (OIG), Government Accounting Office (GAO) and the Council are authorized to audit Council awards. *See* Section 1608 of the RESTORE Act; and *see* 31 C.F.R. §§ 34.205, 34.406, 34.508 and 34.805.

b. The Treasury OIG (as specified in the RESTORE Act), or any of his or her duly authorized representatives, the GAO and the Council shall have timely and unrestricted access to any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

c. If the Treasury OIG requires a program audit on a Council award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with the Council, or any other Federal, state, or local audit entity.

d. The Treasury OIG, the GAO, and the Council 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.

.01 Organization-Wide, Program-Specific, and Project Audits

a. Organization-wide or program-specific audits must be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by 2 C.F.R. part 200, Subpart F, "Audit Requirements." Recipients that are subject to the provisions of 2 C.F.R. part 200, Subpart F and that expend $750,000 or more in a year in Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 C.F.R. part 200, Subpart F. A copy of the audit shall be submitted to the Bureau of the Census, which has been designated by OMB as a central clearinghouse, by electronic submission to the Federal Audit Clearinghouse website.[10] If it is necessary to submit by paper, the address for submission is:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

b. Except for the provisions for biennial audits provided in paragraphs (1) and (2) of this section, audits required must be performed annually. Any biennial audit must cover both years within the biennial period.

1. A State, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

[10] Federal Audit Clearinghouse website - http://harvester.census.gov/sac/, verified on 6/5/2015.

2. Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.

c. Council programs may have specific audit guidelines that will be incorporated into the award. When the Council does not have a program-specific audit guide available for the program, the auditor will follow the requirements for a program-specific audit as described in 2 C.F.R. § 200.507. The non-Federal entity may include a line item in the budget for the cost of the audit for approval. A copy of the program-specific audit shall be submitted to the Grants Officer and to the OIG at OIGCounsel@oig.treas.gov or if e-mail is unavailable, submission to the OIG can be made at the following address:

Treasury Office of Inspector General
1500 Pennsylvania Ave. NW
Washington, DC 20220

.02 Audit Resolution Process

a. An audit of the award may result in the disallowance of costs incurred by the non-Federal entity and the establishment of a debt (account receivable) due the Council. For this reason, the non-Federal entity should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.

b. A non-Federal entity whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:

1. Unless the Inspector General determines otherwise, the non-Federal entity has 30 days after the date of the transmittal of the draft audit report to submit written comments and documentary evidence.

2. The non-Federal entity has 30 days after the date of the transmittal of the final audit report to submit written comments and documentary evidence. There will be no extension of this deadline.

3. The Council will review the documentary evidence submitted by the non-Federal entity and notify the non-Federal entity of the results in an *Audit Resolution Determination Letter*. The non-Federal entity has 30 days after the date of receipt of the *Audit Resolution Determination Letter* to submit a written appeal. There will be no extension of this deadline. The appeal is the last opportunity for the non-Federal entity to submit written comments and documentary evidence that dispute the validity of the audit resolution determination.

4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of interest on the debt. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively. An appeal will stay the offset of funds owed by the auditee against funds due to the auditee.

5. The Council will review the non-Federal entity's appeal and notify the non-Federal entity of the results in an *Appeal Determination Letter*. After the opportunity to appeal has expired or after the appeal determination has been rendered, the Council will not accept any further documentary evidence from the non-Federal entity. No other administrative appeals to the Council are available.

J. DEBTS

.01 Payment of Debts Owed the Federal Government

a. The non-Federal entity must promptly pay any debts determined to be owed the Federal Government. Council debt collection procedures are set out in 2 C.F.R. part 200, Subpart D. In accordance with 2 C.F.R. § 200.345, delinquent debt includes any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award, constituting a debt to the Federal government (this includes a post-delinquency payment agreement) unless other satisfactory payment arrangements have been made. In accordance with 2 C.F.R. § 200.345, failure to pay a debt by the due date, or if there is no due date, within 90 calendar days after demand, shall result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. parts 900 through 999. The Council will transfer any debt that is more than 180 days delinquent to the Bureau of the Fiscal Service for debt collection services, a process known as "cross-servicing," pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12 and any Council regulations and policies promulgated pursuant to its authority, and may result in the Council taking further action as specified in Section B.06 "Non-Compliance With Award Provisions" Above. Funds for payment of a debt shall 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).

b. If a non-Federal entity fails to repay a debt within 90 calendar days after the demand, the Council may reduce the debt by: (1) Making an administrative offset against other requests for reimbursements; (2) Withholding advance payments otherwise due to the non-Federal entity; or (3) Other action permitted by Federal statute. *See* 2 C.F.R. § 200.345(a).

.02 Late Payment Charges

a. Interest shall be assessed on the delinquent debt in accordance with section 3717(a) of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3701 *et seq.)*. The minimum annual interest rate to be assessed is the Department of the Treasury's Current Value of Funds Rate (CVFR).[11] The CVFR is published by the Department of the Treasury in the *Federal Register*[12] and in the *Treasury Financial Manual Bulletin*.[13] The assessed rate shall remain fixed for the duration of the indebtedness.

b. Penalties shall accrue at a rate of not more than six percent (6%) per year or such higher rate as authorized by law.

c. Administrative charges, that is, the costs of processing and handling a delinquent debt, are determined by the Council.

[11] Department of the Treasury's Current Value of Funds Rate (CVFR) webpage - https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm, verified 8/18/2015.
[12] Federal Register website - http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR and http://www.federalregister.gov/, verified 8/18/2015.
[13] Treasury Financial Manual Bulletin website - http://tfm.fiscal.treasury.gov/v1/bull.html, verified 8/18/2015.

.03 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the Council 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.

K. GOVERNMENTWIDE DEBARMENT AND SUSPENSION

The non-Federal entity shall comply with the provisions of 2 C.F.R. Part 180, "OMB Guidelines To Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

L. LOBBYING RESTRICTIONS

.01 Statutory Provisions

The non-Federal entity shall comply with 2 C.F.R. § 200.450 ("Lobbying"), which incorporates the provisions of 31 U.S.C. § 1352, the "New Restrictions on Lobbying" published at 55 FR 6736 (February 26, 1990), and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with any Council regulations and policies promulgated pursuant to its authority. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award, and require the disclosure of the use of non-Federal funds for lobbying. Executive lobbying costs, i.e., costs incurred in attempting to improperly influence[14] either directly or indirectly an employee or officer of the executive branch of the Federal government to give consideration or to act regarding a Federal award or a regulatory matter, are unallowable costs. *See* 2 C.F.R. § 200.450(b) and (c).

.02 Disclosure of Lobbying Activities

The non-Federal entity receiving in excess of $100,000 in Federal funding shall submit a completed Form SF-LLL or any successor form, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 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. The non-Federal entity must submit any required Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer. *See* 31 U.S.C. § 1352.

[14] To improperly influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter.

M. REMEDIES FOR NONCOMPLIANCE

a. If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Council or pass-through entity may impose additional conditions, as described in 2 C.F.R. § 200.207 "Specific conditions" (e.g., requiring additional reporting or more frequent submission of the Financial or Performance (Technical) Reports; requiring additional activity, project, or program monitoring; requiring the recipient or one or more of its subrecipients to obtain technical or management assistance; or establishing additional actions that require prior approval). If the Council or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, pursuant to 2 C.F.R. § 200.338, the Council or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Council or pass-through entity.

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

3. Wholly or partly suspend or terminate the Federal award.

4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and Council regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by the Council).

5. Withhold further Federal awards for the project or program.

6. Take other remedies that may be legally available.

The Council will notify the recipient in writing of the Council's proposed determination that an instance of non-compliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that the Council proposes to pursue. The recipient will then have 30 calendar days to respond and provide information and documentation contesting the Council's proposed determination or suggesting an alternative remedy. The Council will consider information provided by the recipient and issue a final determination in writing, which will state the Council's final findings regarding noncompliance and the remedy to be imposed.

b. RESTORE Act-Specific Remedy for Non-compliance

1. If the Council determines that the recipient has expended funds to cover the cost of any ineligible activities, in addition to the remedies available in this section, the Council, in coordination with the U.S. Department of Treasury ("Treasury"), will make no additional payments to the recipient from the RESTORE Trust Fund, including no payments from the RESTORE Trust Fund for activities, projects, or programs under any other RESTORE Act Component until the recipient has either (a) deposited an amount equal to the amount expended for the ineligible activities in the RESTORE Trust Fund, or (b) the Council, in coordination with 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. *See* 33 U.S.C. § 1321(t)(1)(G) and (H), and *see* 31 C.F.R. § 34.804 "Noncompliance."

2. If the Council determines that the recipient has materially violated the terms of the award, the Council, in coordination with Treasury, will make no additional funds available to the recipient from any part of the RESTORE Trust Fund until the recipient corrects the violation.

c. In extraordinary circumstances, the Council 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 the Council's determination or suggest an alternative remedy in writing to the Council, and the Council will issue a final determination.

d. Instead of, or in addition to, the remedies listed above, the Council may refer the noncompliance to the Treasury OIG for investigation or audit, pursuant to 31 C.F.R. § 34.805 "Treasury Inspector General." The Council will refer all allegations of fraud, waste, or abuse to the Treasury OIG.

e. Termination. In accordance with 2 C.F.R. § 200.339, when a Federal award is terminated or partially terminated, both the Council or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.343 "Closeout" and 200.344 "Post-closeout adjustments and continuing responsibilities."

1. The Federal award may be terminated in whole or in part as follows:

   i. By the Council or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
   ii. By the Council or pass-through entity for cause;
   iii. By the Council or pass-through entity with the consent of the non-Federal entity, in which case the two parties will agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
   iv. By the non-Federal entity upon sending to the Council or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Council or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Council or pass-through entity may terminate the Federal award in its entirety.

2. The Council or pass-through entity is required to provide a notice of termination to the non-federal entity, pursuant to 2 C.F.R. § 200.340:

   i. If the Federal award is terminated for the non-Federal entity's failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that the termination decision may be considered in evaluating future applications received from the non-Federal entity.
   ii. Upon termination of a Federal award, the Council will provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant governmentwide 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 77. See also 2 C.F.R. part 180 for the requirements for Suspension and Debarment.

N. CODES OF CONDUCT AND SUBAWARD, CONTRACT, AND SUBCONTRACT PROVISIONS

.01 Code of Conduct for Recipients

a. The non-Federal entity must immediately report any indication of fraud, waste, abuse or potential criminal activity pertaining to grant funds to the Council, Treasury and the Treasury Inspector General in accordance with the requirements in 31 C.F.R. § 34.803(a).

b. Pursuant to the certification in Form SF-424B, paragraph 3, or equivalent, the non-Federal entity must maintain written standards of conduct to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of this award.

c. Non-Federal entities must comply with the requirements of 2 C.F.R. § 200.318 "General procurement standards," including maintaining written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the non-Federal entity must neither solicit nor accept any gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set written standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.

.02 Applicability of Award Provisions to Subrecipients

a. The non-Federal entity shall require all subrecipients, including lower tier subrecipients, under the award to comply with the provisions of the award, including applicable cost principles, administrative provisions, audit requirements, and all associated terms and conditions. *See* 2 C.F.R. part 200, Subpart D, "Subrecipient Monitoring and Management" *and see* 2 C.F.R. § 200.101(b)(1). Additionally, the non-Federal entity must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200, including evaluating and documenting a subrecipient's risk of noncompliance; providing training and technical assistance necessary to complete the subaward activities; monitoring the performance of the subrecipient; and taking any necessary enforcement actions against a noncompliant subrecipient. *See* 2 C.F.R. § 200.331 "Requirements for pass through entities."

b. Prior to dispersing funds to a subrecipient, the recipient must execute a legally-binding written agreement with the entity receiving the subaward in accordance with the requirements in 31 C.F.R. § 34.803(c). The written agreement shall extend all applicable program requirements to the subrecipient. The written agreement must include a requirement that the contractor or subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

c. A non-Federal entity is responsible for subrecipient monitoring, including the following:

1. Federal Award Identification. The non-Federal entity must ensure that each subaward includes the following information and applicable compliance requirements at the time of the subaward. If any of these data elements change, the pass through entity must include the changes in a subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

    i. Subrecipient name (which must match the registered name in DUNS);
    ii. Subrecipient's DUNS number (*see* 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number");
    iii. Federal Award Identification Number (FAIN);
    iv. Federal Award Date (*see* 2 C.F.R. § 200.39 "Federal award date");
    v. Subaward Period of Performance Start and End Date;
    vi. Amount of Federal Funds Obligated by this action;
    vii. Total Amount of Federal Funds Obligated to the subrecipient;
    viii. Total Amount of the Federal Award;
    ix. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);
    x. Name of Federal awarding agency, pass-through entity and contact information for awarding official;
    xi. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
    xii. Identification of whether the award is for research and development (R&D); and
    xiii. Indirect cost rate for the Federal award (including whether the *de minimis* rate is charged per 2 C.F.R. § 200.414 "Indirect (F&A) costs").

2. Award Monitoring. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure that compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. *See* 2 C.F.R. §§ 200.328 "Monitoring and reporting program performance," and 200.331 "Requirements for pass-through entities." The non-Federal entity shall monitor activities of the subrecipient through reporting, site visits, regular contact, or other means, as necessary to ensure that the subaward is used solely for authorized purposes, in compliance with Federal statutes, regulations and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

    i. Reviewing financial and programmatic reports required by the pass-through entity.
    ii. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.
    iii. Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 C.F.R. § 200.521 "Management decision."

3. Subrecipient Audits. The non-Federal entity is responsible for ensuring that subrecipients expending $750,000 or more in Federal awards during the subrecipient's fiscal year have met the audit requirements of 2 C.F.R. part 200, Subpart F, "Audit Requirements," and that the required audits are completed within nine (9) months after the end of the subrecipient's audit period. In addition, the non-Federal entity is required to issue a management decision on audit findings within six (6) months after receipt of the subrecipient's audit report, and to ensure that the

subrecipient takes timely and appropriate corrective action on all audit findings. Pursuant to 2 C.F.R. § 200.505, in cases of continued inability or unwillingness to have an audit conducted in accordance with this part, Federal agencies and pass-through entities must take appropriate action as provided in 2 C.F.R. § 200.338 "Remedies for noncompliance."

.03 Competition and Codes of Conduct for Subawards

a. Unless otherwise approved in writing in advance by the Grants Officer, all subawards will be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with the requirements of 2 C.F.R. §§ 200.317 through 200.326 "Procurement Standards." The non-Federal entity must be alert to organizational conflicts of interest as well as other practices among subrecipients that may restrict or eliminate competition. In order to ensure objective subrecipient performance and eliminate unfair competitive advantage, subrecipients that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subawards.

b. The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to or planning to employ any of the foregoing parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards of conduct for circumstances in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. Such standards must provide for disciplinary actions to be taken for violations of the standards of conduct by officers, employees or agents of the non-Federal entity.

c. If the non-Federal entity has a parent, affiliate or subsidiary organization that is not a State, local government or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest, wherein relationships with a parent company, affiliate or subsidiary organization cause the non-Federal entity to be or appear to be unable to be impartial in conducting a procurement action involving such related organization.

d. 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. An appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice. It may also result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field.

.04 Applicability of Provisions to Subawards, Contracts, and Subcontracts

a. The non-Federal entity shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).

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.

b. Pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," and in addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:

1. Contracts for more than the Simplified Acquisition Threshold ($150,000 as of 12-26-2013), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, must address administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with EO 11246, "Equal Employment Opportunity" (30 F.R. 12319, 12935, 3 C.F.R. part, 1964-1965 Comp., p. 339), as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4. Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities 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, contractors 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 the Council. 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, "Contractors 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 to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Council.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

8. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (*see* 2 C.F.R. § 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM[15] contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Contractors that apply or bid for an award of $100,000 or more must file the required certification, a "Disclosure of Lobbying Activities" (Form SF-LLL or successor form). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal

[15] System for Award Management (SAM) website - https://www.sam.gov, verified 8/18/2015.

contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the Federal award recipient. The Form SF-LLL must be submitted within 15 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. The non-Federal entity must submit all disclosure forms received, including those that report lobbying activity on its own behalf, to the Grants Officer within 30 days following the end of the calendar quarter.

10. Procurement of recovered materials (section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act). A state agency or agency of a political subdivision of a State and its contractors must comply with requirements of Section 6002 including 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.

11. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program of whistleblower protection. It applies to all Council awards, subawards, or contracts under awards issued beginning July 1, 2013 through January 1, 2017. Non-Federal entities and contractors under Federal awards and subawards shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce. *See* section G.02 (c) of this document.

c. The recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to the Council, the Treasury OIG, and the GAO 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.

d. The recipient and any subrecipients, contractors, or subcontractors must comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), as applicable, which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

e. When contracting, the non-Federal entity must take all necessary affirmative steps, as prescribed in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

.05 Subaward and/or Contract to a Federal Agency

a. The non-Federal entity, subrecipient, contractor, and/or subcontractor shall not sub-grant or sub-contract any part of the approved project to any agency or employee of the Council and/or other

Federal department, agency, or instrumentality without the prior written approval of the Grants Officer.

b. Requests for approval of such action must be submitted in writing to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing of the final determination.

O. AMENDMENTS AND CLOSEOUT

a. Amendments to an award must be requested in writing and require the written approval of the Grants Officer. The recipient must provide an explanation for the reason an amendment is requested. The Council reserves the right to amend the terms of the award when required by law or regulation.

b. The non-Federal entity must comply with the closeout requirements as stipulated in 2 C.F.R. § 200.343. Closeout of the award does not affect any of the post-closeout adjustments and continuing responsibilities under 2 C.F.R. § 200.344.

P. ENVIRONMENTAL COMPLIANCE

Environmental impacts must be considered by Federal decision-makers in deciding whether or not to approve: (1) a proposal for Federal assistance; (2) such proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Non-Federal entities must comply with all applicable environmental laws, regulations and policies. Additionally, recipients may be required to assist the Council in complying with laws, regulations and policies applicable to Council actions. Laws, regulations, and policies potentially applicable to Council actions and/or recipients may include but are not limited to the statutes and EOs listed below. The Council does not make independent determinations of compliance with laws such as the Clean Water Act. Rather, the Council may require a recipient to provide information to the Council to demonstrate that the recipient has complied with or will comply with all such requirements. In some cases, if additional information is required after an application is selected, funds may be withheld by the Grants Officer under a special award condition requiring the recipient to submit additional information sufficient to enable the Council to make an assessment regarding compliance with applicable environmental laws, regulations and policies.

If a recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations and EOs 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.

.01 The National Environmental Policy Act (42 U.S.C. § 4321 *et seq.*)

Council approval of financial assistance awards may be subject to the environmental review requirements of the National Environmental Policy Act (NEPA). In such cases, recipients of financial assistance awards may be required to assist the Council in complying with NEPA. For example, applicants may be required to assist the Council by providing information on a proposal's potential environmental impacts, or drafting or supplementing an environmental assessment or environmental impact statement if the Council determines such documentation is required. Independent of the Council's responsibility to comply with

NEPA, where appropriate, projects or programs funded by the Council may trigger Federal agency NEPA compliance duties involving a separate Federal action, such as the issuance of a Federal permit.

.02 The Endangered Species Act (16 U.S.C. § 1531 *et seq.*)

Council approval of financial assistance for project implementation is subject to compliance with section 7 of the Endangered Species Act (ESA). Recipients must identify any impact or activities that may involve a Federally-listed threatened or endangered species, or their designated critical habitat. Section 7 of the ESA requires every Federal agency to ensure that any action it authorizes, funds or carries out, in the United States or upon the high seas, is not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat. Federal agencies have the responsibility for ensuring that a protected species or habitat does not incur adverse effects from actions taken under Federal assistance awards, and for conducting the required consultations with the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service under the Endangered Species Act, as applicable.

.03 Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)

Recipients of financial assistance awards must identify to the Council any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with NMFS regarding the potential effects of their actions, and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency procedures previously established under NEPA, the Endangered Species Act, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

.04 Clean Water Act Section 404 (33 U.S.C. § 1344 *et seq.*)

Clean Water Act (CWA) Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

.05 The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

A number of prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

.06 National Historic Preservation Act (16 U.S.C. § 470 *et seq.*)

Council approval of financial assistance awards may be subject to Section 106 of the National Historic Preservation Act (NHPA). In such cases, recipients of financial assistance awards may be requested to assist the Council in identifying any adverse effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Pursuant to 36 C.F.R. § 800.2(c)(4), applicants and recipients may also be requested to assist the Council in initiating consultation with State or Tribal Historic Preservation Officers, Indian tribes, Native Hawaiian Organizations or other applicable interested parties as necessary to the Council's responsibilities to identify historic properties, assess adverse effects to them, and determine ways to avoid, minimize or mitigate adverse effects on historic properties.

Pursuant to guidelines issued by the National Park Service under the Abandoned Shipwreck Act (43 U.S.C. §§ 2101-2106), state and Federal agencies whose activities may disturb, alter, damage, or destroy State-owned shipwrecks must take into account the effect of the proposed activity on any state-owned shipwreck and afford the state agencies assigned management responsibility for state-owned shipwrecks a reasonable opportunity to comment on the proposed activity.

.07 Clean Air Act (42 U.S.C. § 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

Recipients must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq*.), Clean Water Act (33 U.S.C. §§ 1251 *et seq*.), and Executive Order 11738. Recipients shall not use a facility that the Environmental Protection Agency (EPA) has placed on EPA's List of Violating Facilities (this list is incorporated into the Excluded Parties List System which is part of SAM) in performing any award that is nonexempt under subpart J of 2 C.F.R. part 1532.

.08 The Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*)

Flood insurance, when available, is required for Federally-assisted construction or acquisition in areas having special flood hazards and flood-prone areas. When required, recipients will ensure that flood insurance is secured for their project(s).

.09 Executive Order 11988 ("Floodplain Management"), Executive Order 13690 ("Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input"), and Executive Order 11990 ("Protection of Wetlands")

Recipients must identify proposed actions located in a floodplain and/or wetlands to enable the Council to determine whether there is an alternative to minimize any potential harm. Floodplains are identified through a climate-informed science approach, adding 2-3 feet of elevation to the 100-year floodplain, or using the 500-year floodplain.

.10 Executive Order 13112 ("Invasive Species")

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

.11 The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq*.)

Federally funded projects must be consistent with a coastal state's approved management program for the coastal zone.

.12 The Coastal Barriers Resources Act (16 U.S.C. § 3501 *et seq*.)

Only in certain circumstances may Federal funding be provided for actions within a Coastal Barrier System. The Coastal Barriers Resources Act generally prohibits new Federal expenditures, including Federal grants, within specific units of the Coastal Barrier Resources System (CBRS). Although the Act restricts Federal expenditures for coastal barrier development, Section 6(a)(6)(A) contains an exemption for projects relating to the study, management, protection, or enhancement of fish and wildlife resources and habitats, including recreational projects. Section 6(a)(6)(G) also exempts nonstructural projects for shoreline stabilization that are designed to mimic, enhance or restore natural stabilization systems. However, care must be taken when interpreting any exemptions described, as they are limited to projects that are consistent with the purpose of this Act as interpreted by the lead agency, Department of Interior. Applicants should work with the U.S. Fish and Wildlife Service, which reviews proposals to determine whether a project falls within a protected unit and if so, whether an exception applies. Maps of the CBRS are available through the interactive U.S. Fish and Wildlife Service Coastal Barrier Resources System Mapper.[16]

.13 The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq*.)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system. Funded projects in the National Wild and Scenic Rivers system must be consistent with Wild and Scenic Rivers Act requirements.

.14 The Safe Drinking Water Act (42 U.S.C. § 300 *et seq*.)

The Sole Source Aquifer program under this statute precludes Federal financial assistance for any project that the EPA determines may contaminate a designated sole source aquifer through a recharge zone so as to create a significant hazard to public health.

[16] U.S. Fish and Wildlife Service Interactive Coastal Barrier Resources System Mapper - http://www.fws.gov/cbra/Maps/Mapper.html, verified 8/18/2015.

.15 The Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq*.)

This act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and also provides that recipients of Federal funds that are state agencies or political subdivisions of states give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

.16 The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 *et seq*.)

The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.), as amended by the Community Environmental Response Facilitation Act, provides the President with broad, discretionary response authorities to address actual and threatened releases of hazardous substances, as well as pollutants and contaminants where there is an imminent and substantial danger to public health and the environment. Section 103 of this Act contains specific reporting requirements and responsibilities and section 117 of the Act contains specific provisions designed to ensure meaningful public participation in the response process.

.17 Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")

This Order identifies and addresses adverse human health or environmental effects of programs, policies and activities on low income and minority populations. Consistent with EO 12898, recipients may be requested to help identify and address, as appropriate, disproportionate impacts to low income and minority populations which could result from their project.

.18 Rivers and Harbors Act (33 U.S.C. 407)

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

.19 Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")

The Marine Protection, Research and Sanctuaries Act prohibits dumping of material into ocean waters beyond the territorial limit without a permit. Recipients must identify any potential ocean dumping of materials, obtain the appropriate permit, if applicable, and notify the Council. Under the National Marine Sanctuaries Act, Federal agencies are required to protect National Marine Sanctuary resources. Recipients must identify actions that are in or may affect a National Marine Sanctuary and notify the Council. EO 13089 requires that any actions authorized or funded by Federal agencies not degrade the condition of coral reef ecosystems. Recipients must identify any action that might affect a coral reef ecosystem and notify the Council.

.20 Executive Order 13653 ("Preparing the United States for the Impacts of Climate Change")

This EO requires Federal agencies to identify and support smarter, more climate-resilient investments by States, local communities and tribes, including by providing incentives through agency guidance and grants. Recipients must identify and describe any project elements that promote climate resilience.

.21 Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

This act requires agency programs, to the extent possible, be compatible with state, local and private programs and policies to protect farmland from irreversible conversion to nonagricultural uses. Recipients must identity any irreversible conversion of farmland to nonagricultural uses as a result of their project.

.22 Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the Fish and Wildlife Service and fish and wildlife agencies of States must be consulted whenever waters of any stream or other body of water are "proposed or authorized, permitted or licensed to be impounded, diverted… or otherwise controlled or modified" by any agency under a Federal permit or license.

Q. MISCELLANEOUS REQUIREMENTS

.01 Criminal and Prohibited Activities

a. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*), 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. The False Claims Amendments Act and the False Statements Act (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious or fraudulent statement, representation or claim against 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 by 18 U.S.C. § 287.

c. The Civil False Claims Act (31 U.S.C. § 3729 *et seq.*), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.

d. The Copeland "Anti-Kickback" Act (18 U.S.C. § 874), 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.

.02 Political Activities

The non-Federal entity must comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

.03 Drug-Free Workplace

The non-Federal entity shall comply with the provisions of the Drug-Free Workplace Act of 1988 (Pub. L. No. 100-690, Title V, Sec. 5153, as amended by Pub. L. No. 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102) and any Council regulations and policies promulgated pursuant to its authority, which require that the non-Federal entity take steps to provide a drug-free workplace.

.04 Foreign Travel

a. The non-Federal entity may not use funds from this award for travel outside of the United States unless the Grants Officer provides prior written approval. The non-Federal entity shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.

b. 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.

c. 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 Federally-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.[17] 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.[18]

d. If a foreign air carrier is anticipated to be used for any portion of travel under a Council financial assistance award the non-Federal entity must obtain prior written approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer 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 non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer shall make the final determination and notify the non-Federal entity in writing. Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which the non-Federal entity improperly used a foreign air carrier.

[17] GSA Fly America Act website - http://www.gsa.gov/portal/content/103191, verified 8/18/2015.
[18] Department of State Open Skies Agreements website - http://www.state.gov/e/eb/tra/ata/index.htm, verified 8/18/2015.

.05 Increasing Seat Belt Use in the United States

Pursuant to EO 13043, recipients should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

.06 Research Involving Human Subjects

a. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. part 27 "Protection of Human Subjects." No research involving human subjects is permitted under this award unless expressly authorized by special award condition, or otherwise in writing by the Grants Officer.

b. 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.

c. Department of Commerce regulations at 15 C.F.R. part 27, applying to all Federal departments and agencies, require that recipients 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 non-Federal entity shall submit appropriate documentation to the Federal Program Officer for approval by the appropriate Council officials. This documentation may include:

    1. 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 (*see also* 15 C.F.R. § 27.103);

    2. Documentation to support an exemption for the project under 15 C.F.R. § 27.101(b);

    3. Documentation to support deferral for an exemption or IRB review under 15 C.F.R. § 27.118;

    4. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

d. No work involving human subjects may be undertaken or conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

.07 Federal Employee Expenses

Federal agencies are generally barred from accepting funds from a non-Federal entity to pay transportation, travel or other expenses for any Federal employee. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services, for the purposes of transportation, travel or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, Council policy prohibits the acceptance of gifts, including travel payments for Federal employees, from recipients or applicants, regardless of the source.

.08 Minority Serving Institutions Initiative

Pursuant to EOs 13555 ("White House Initiative on Educational Excellence for Hispanics"), 13270 ("Tribal Colleges and Universities"), and 13532 ("Promoting Excellence, Innovation, and Sustainability at Historically Black Colleges and Universities"), the Council is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. The Council'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. The Council encourages all recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

.09 Research Misconduct

The Council adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). 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. Non-Federal entities that conduct extramural research funded by the Council must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities 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. Federal 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/or suspension or debarment. The Council requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to the Grants Officer, who will also notify the Treasury OIG of such allegation. Once the non-Federal entity has investigated the allegation, it shall submit its findings to the Grants Officer. The Council may accept the non-Federal entity's findings or proceed with its own investigation. The Grants Officer will inform the non-Federal entity of the Council's final determination.

.10 Publications, Videos, Signage and Acknowledgment of Sponsorship

a. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to Federally-funded projects (*e.g.*, scientific research).

b. Recipients are required to submit a copy of any publication materials, including but not limited to print, recorded or Internet materials, to the Council.

c. When releasing information related to a funded project, recipients must include a statement that the project or effort undertaken was or is sponsored by the Council.

d. Any signage produced with funds from the award or informing the public about the activities funded in whole or in part by the award, must first be approved in writing by the Grants Officer.

e. Recipients are responsible for assuring that every publication of material based on, developed under, or otherwise produced under a Council financial assistance award, except scientific articles or papers

appearing in scientific, technical or professional journals, contains the following disclaimer or other disclaimer approved in writing by the Grants Officer:

This [report/video/etc.] was prepared by [non-Federal entity name] using Federal funds under award [number] from the RESTORE Council. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council.

.11 Care and Use of Live Vertebrate Animals

Recipients must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 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 (16 U.S.C. § 1531 *et seq*.); Marine Mammal Protection Act (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 (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. No research involving vertebrate animals is permitted under any Council financial assistance award without the prior written approval of the Grants Officer.

.12 Homeland Security Presidential Directive 12

If the performance of a grant award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-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, the Council 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 that 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 a financial assistance award shall comply with the Council 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, and OMB Memorandum M-05-24. The non-Federal entity shall ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements provided below. The non-Federal entity shall insert the following term in all subawards and contracts when the subaward non-Federal entity or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

a. *The subrecipient or contractor shall comply with the Council 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) Number 201, 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 shall 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 shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Council: (1) When*

no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee's employment; or (3) Upon subaward or contract completion or termination.

.13 Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

a. This clause applies to the extent that this financial assistance award involves access to export-controlled items.

b. In performing this financial assistance award, the non-Federal entity may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and reexports provisions. The non-Federal entity shall establish and maintain effective export compliance procedures at Council and non-Council facilities throughout performance of the financial assistance 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

   1. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the Department of Commerce's Bureau of Industry and Security. These are generally known as "dual-use" items, items with both a military and commercial application.

   2. Deemed Export/Reexport. 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 U.S. If such a release occurs abroad, it is considered a deemed reexport to the foreign national's home country. Licenses may be required for deemed exports or reexports.

d. The non-Federal entity shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable Federal laws, EOs, and/or regulations, including the EAR.

e. As applicable, non-Federal entity personnel and associates at Council sites shall be informed of any procedures to identify and protect export-controlled items.

f. To the extent the non-Federal entity wishes to provide foreign nationals with access to export-controlled items, the non-Federal entity shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed reexports.

g. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, EOs or regulations.

h. Compliance with the foregoing will not satisfy any legal obligations the non-Federal entity 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.

i. The non-Federal entity shall include this Subsection .13, including this Subparagraph i, in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve access to export-controlled items.

.14 The Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)), as amended, 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 non-Federal entity engages in certain activities related to trafficking in persons. The Council incorporates the following award term required by 2 C.F.R. § 175.15(b).[19]

Award Term from 2 C.F.R. § 175.15(b):

I. Trafficking in persons.

a. Provisions applicable to a non-Federal entity that is a private entity.
   1. You as the non-Federal entity, 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 the award is in effect;
      ii. Procure a commercial sex act during the period of time that the award is in effect; or
      iii. Use forced labor in the performance of the award or subawards under the 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 award term; or
      ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term 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 2 C.F.R. Part 1326, "Nonprocurement Debarment and Suspension."
b. Provision applicable to a non-Federal entity 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 award term; or
   2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
      i. Associated with performance under this award; or

[19] *See* 2 C.F.R. § 175.15(b) - http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf, verified 8/18/2015.

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 2 C.F.R. Part 1326, "Nonprocurement Debarment and Suspension."

c. Provisions applicable to any non-Federal entity.
   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 award term.
   2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      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 award term 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. 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); and (B) A for-profit organization.
   4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

.15 The Federal Funding Accountability and Transparency Act of 2006 ("Transparency Act" or FFATA)—Public Law 109-282, as amended by section 6202(a) of Public Law 110-252 (31 U.S.C. 6101)

a. Searchable Website Requirements. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website. This information is available at the USA Spending website.[20] Recipients and subrecipients must include the following required data elements in their application:

[20] USASpending.gov website - www.USASpending.gov, verified 8/18/2015.

- Name of entity receiving award;
- Award amount;
- Transaction type, funding agency, Catalog of Federal Domestic Assistance Number, and descriptive award title;
- Location of entity, primary location of performance (City/State/Congressional District/Country); and
- Unique identifier of entity.

b. Reporting Subawards and Executive Compensation. Prime grant recipients awarded a new Federal grant greater than or equal to $25,000 on or after October 1, 2010, other than those funded by the Recovery Act, are subject to FFATA subaward reporting requirements as outlined in the OMB guidance issued August 27, 2010. The prime non-Federal entity is required to file a FFATA subaward report by the end of the month following the month in which the prime non-Federal entity awards any sub-grant greater than or equal to $25,000. *See* Pub. L. No. 109-282, as amended by section 6202(a) of Pub. L. No. 110-252 (*see* 31 U.S.C. 6101 note). The reporting requirements are located in Appendix A of 2 C.F.R. Part 170.[21]

Award Term from Appendix A of 2 C.F.R. Part 170:

I. Reporting Subawards and Executive Compensation.
   a. Reporting of first-tier subawards.
      1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a subaward to an entity (*see* definitions in paragraph e. of this award term).
      2. Where and when to report.
         i. You must report each obligating action described in paragraph a.1 of this award term to the FFATA Subaward Reporting System (FSRS).[22]
         ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
      3. What to report. You must report the information about each obligating action that the submission instructions posted at the FSRS website specify.
   b. Reporting Total Compensation of Non-Federal Entity Executives.
      1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
         i. the total Federal funding authorized to date under this award is $25,000 or more;
         ii. in the preceding fiscal year, you received—
            (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
            (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

[21] 2 C.F.R. § 170.320 on GPO website - http://www.gpo.gov/fdsys/pkg/CFR-2011-title2-vol1/pdf/CFR-2011-title2-vol1-part170-appA.pdf, verified 8/18/2015.
[22] Federal Funding Accountability and Transparency Act Subaward Reporting System - http://www.fsrs.gov, verified 8/18/2015.

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 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.[23])

2. Where and when to report. You must report executive total compensation described in paragraph b.1 of this award term:
   i. As part of your registration profile in the System for Award Management (SAM),[24] and
   ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.
   1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
      i. In the subrecipient's preceding fiscal year, the subrecipient received—
         (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
         (B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
      ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 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.)
   2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
      i. To the non-Federal entity.
      ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:
   1. Entity means all of the following, as defined in 2 C.F.R. part 25:
      i. A Governmental organization, which is a State, local government, or Indian tribe;
      ii. A foreign public entity;
      iii. A domestic or foreign nonprofit organization;
      iv. A domestic or foreign for-profit organization;

[23] U.S. Security and Exchange Commission Executive Compensation "Fast Facts" - http://www.sec.gov/answers/execomp.htm, verified on 8/18/2015.
[24] System for Award Management (SAM) - https://www.sam.gov, verified on 8/18/2015.

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).
   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
   i. Receives a subaward from you (the non-Federal entity) under this award; and
   ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the non-Federal entity's or subrecipient's preceding fiscal year and includes the following (for more information *see* 17 C.F.R. 229.402(c)(2)):
   i. Salary and bonus.
   ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
   iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
   iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
   v. Above-market earnings on deferred compensation which is not tax-qualified.
   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

c. System for Award Management (SAM) and Universal Identifier requirements.

1. Requirement for SAM. Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for unique entity identifier. If you are authorized to make subawards under this award, you:

   i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
   ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

3. Definitions for purposes of this award term:

   i. System for Award Management (SAM) means 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.[25]
   ii. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
   iii. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:
      (A) A Governmental organization, which is a State, local government, or Indian Tribe;
      (B) A foreign public entity;
      (C) A domestic or foreign nonprofit organization;
      (D) A domestic or foreign for-profit organization; and
      (E) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
   iv. Subaward:
      (A) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the non-Federal entity award to an eligible subrecipient.
      (B) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* 2 C.F.R. § 200.330).
      (C) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
   v. Subrecipient means an entity that:
      (A) Receives a subaward from you under this award; and
      (B) Is accountable to you for the use of the Federal funds provided by the subaward.

.16 Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

a. Unless there is an actual rescission of funds for specific grant obligations, recipients of Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Recipients are advised that ongoing activities by Federal employees involved in grant administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.

b. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity's performance under a grant or cooperative agreement will require agency involvement, direction or clearance during the period of a possible government shutdown, the Program Officer or

[25] System for Award Management (SAM) - https://www.sam.gov, verified on 8/18/2015.

Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise recipients that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, recipients whose ability to withdraw funds is subject to prior agency approval, which in general are recipients that have been designated high risk, recipients of construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Recipients should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Recipients whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.

c. The ASAP system may remain operational during a government shutdown. As applicable, recipients that do not require Council approval to draw down advance funds from their ASAP accounts may be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will apply notwithstanding a government shutdown and advanced funds held for more than 30 days shall be returned with interest.

R. CERTIFICATIONS

At a minimum, the non-Federal entity must comply with the certifications and requirements in 31 C.F.R. § 34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required Council-specific certifications. Other certifications may be required by 2 C.F.R. part 200. Certifications must be signed by an authorized senior official of the entity receiving grant funds who can legally bind the organization or entity, and who has oversight for the administration and use of the funds in question.

ATTACHMENT B

WORKPLAN

Please refer to the PIPER Application Module Guidelines for additional information and definitions of the terms below.

General Project/Program Information	
Program Title: *Water Quality Improvement Program for Coastal Mississippi Waters*	
Project-Specific Workplan Name: Hickory Hills Sewer Rehabilitation	
Project-Specific Workplan Unique Identifier: HHSR *(e.g. BOPP-1)*	
Applicant Agency: Mississippi Department of Environmental Quality	***Project Duration (in years):*** *Enter number of years the project is expected to take.* 2 years
Project funding request: $370,000	

Consistency with the Program: *(Character limit: 5000) Describe how the project is consistent with the approved FPL program description. Please describe how the Program decision process was used to identify the project, and its use of best available science.*

The Water Quality Improvement Program (WQIP) supports the restoration of water quality of Mississippi's coastal water resources through the identification and implementation of water quality improvement projects. Improvement projects under the program may include the conversion from septic-to-sewer, the construction of new wastewater systems, and the repairing and/or upgrading of existing wastewater systems that would result in the improvement of water quality and the restoration and protection of natural resources. This project will support the restoration of water quality of Mississippi's coastal water resources by funding the engineering, design, and permitting of wastewater system infrastructure upgrades in the project area. These system upgrades will reduce non-point source wastewater pollution into the environment and the Pascagoula River estuary. The project is identified as a priority location for sewer repair by the City of Gautier and was selected under this program due to the project location's proximity to adjacent coastal waterbodies and the understanding of sewer system issues through inflow and infiltration caused by high water events and flooding.

Note for Recipients: External best available science reviews will be conducted for all applicable submitted project-specific workplans. Applicants should provide the appropriate technical justification and citations that support their assertions of project benefits and appropriateness of their methods.

Please refer to the PIPER Application Module Guidelines for additional information and definitions of the terms below.

Goals
Project-specific Comprehensive Objective(s): *Indicate the FPL 3 Comprehensive Plan Objective(s) that apply to the project. Multiple objectives may be selected. Update the objective selections for the program application in PIPER as needed to include all project objectives identified here.* This project supports the following primary goal: • Restore Water Quality and Quantity This project supports the following primary objective: • Restore, Improve, and Protect Water Resources ***Project-specific Planning Framework Technique(s):*** *Indicate the FPL 3 Planning Framework technique(s) that apply to the project. Multiple techniques may be selected. Please reference the 2019 Planning Framework for additional information on Council restoration techniques. Update the technique selections for the program application in PIPER as needed to include all techniques identified here.* The following FPL Planning Framework techniques apply to this project: • Reduce excess nutrients and other pollutants to watersheds: Wastewater System Improvements

Location
Project Location(s): *(Character limit: 350) Provide a short description of the location for the project.* City of Gautier, Jackson County, MS. See project map for location information.

Note for Recipients: External best available science reviews will be conducted for all applicable submitted project-specific workplans. Applicants should provide the appropriate technical justification and citations that support their assertions of project benefits and appropriateness of their methods.

Please refer to the PIPER Application Module Guidelines for additional information and definitions of the terms below.

HUC8 Watershed(s): *Indicate which HUC8 Watersheds your project will take place.* Pascagoula - 03170006		
State(s): MS	***County/Parish(es):*** Jackson	***Congressional District(s):*** MS-04

Project-Specific Workplan Narrative

Project-specific Introduction and Overview: (Character Limit: 9500)
Provide an introduction and overview of the project including the following information:

- *General description of the project;*
- *General description of anticipated environmental benefits;*
- *Environmental stressor(s) being addressed;*
- *Total cost;*
- *Timeline;*
- *Partners;*
- *Any other information that might be needed to provide the reader with a full understanding of the project.*

General Description of the Project:
Hickory Hills is a residential area located in the northern part of the City of Gautier and is not currently served by the City's wastewater collection system. This area is low lying and surrounded on three sides by estuarine marsh directly connected to Pascagoula Bay to the south. A priority for the City is to expand its sewer collection system throughout the Hickory Hills area to remove non-point source contaminants during high water and flooding conditions. There is approximately 30+/- residents currently on septic tanks and/or other private sewer systems. The plan being proposed is to install individual grinder pumps, coupled with 2" pressure mains, at each of the residences to convey household effluent into a new 8" sewer gravity main that would be installed along Ferry Point Rd, Castelle Bluff Dr. and Lauban Ln. This new installation would not only service the immediate needs to abandon the existing septic tanks of the current residents, but has also been designed to allow for future connections throughout the community in the future.

As the new 8" sewer main leaves the Hickory Hills neighborhood, the effluent travels south through a series of gravity systems and lift stations which are also being planned for partial upgrades to handle the additional effluent from Hickory Hills, as well as relieving current pressure points within the systems that are experiencing numerous sanitary sewer overflows (SSO's) during heavy rain conditions. To eliminate these issues, approximately 4100 lf of existing 10" sewer gravity main along Martin Bluff Road will need to be upsized to a 15" main and lift station #9 (LS #9) will need upgraded pumps and a new control panel. Once the effluent leaves LS #9 it travels directly through a force main to the existing Waste Treatment plant for treatment. This project is for engineering, design, and permitting for the project features discussed above.

Note for Recipients: External best available science reviews will be conducted for all applicable submitted project-specific workplans. Applicants should provide the appropriate technical justification and citations that support their assertions of project benefits and appropriateness of their methods.

Please refer to the PIPER Application Module Guidelines for additional information and definitions of the terms below.

General description of anticipated environmental benefits:
Consistent with the RESTORE Council's water quality restoration goal, the State of Mississippi has prioritized the improvement of water quality for promoting ecosystem health and restoring and revitalizing Mississippi's economy. The conversion of septic-to-sewer (Kelly, 2019) and the implementation of stormwater and wastewater system improvement practices (Reisinger, et al., 2018) is anticipated to reduce non-point source pollutant loads to downstream receiving water bodies.

This should result in an improvement in water quality of coastal waters and would provide in-situ benefits to living coastal marine resources, as well as the economy of the Mississippi Gulf Coast.

Environmental Stressors being addressed: Water quality impairment in coastal systems is a global phenomenon (Bennett et al., 2001; Vörösmarty et al., 2010) that is not only limited to nutrient pollution and associated hypoxia, but also tied with bacteriological impairment (Mallin et al., 2000). Stressors in coastal Mississippi are discussed here:

Pollutant Loading: Bacterial loading from pollutant sources results in beach advisories and oyster reef closures (with indirect consequences on coastal workforce and economies) (Feng et al., 2016). Nutrient loadings result in hypoxia development (Moshogianis et al., 2013) resulting in increased mortality of multiple living coastal and marine resources, both sedentary and mobile species. As a result of hypoxia, there is an additional possibility of harmful algal blooms occurring, posing both acute and chronic human health risks.

Urban runoff: A significant amount of water quality impairment is attributed to urban runoff, discharge, and overflow issues associated with wastewater management (Dey and Truax, 2012). This is evidenced by direct contact advisories/closures, beach advisories/closures, as well as associations with storm events.

Additional Corollary Factors: Corollary factors that are likely contributors to the overall water quality dynamics on the coast that require consideration include source tracking of fecal coliform loads derivations, sediment load variability, and seasonal influences on bacterial levels.

Project-specific Methods: *(Character Limit: 9500) Describe the methods to be used in the project, and the reasons that the methods were selected. All methods should be justified using best available science (provide citations); methods may also be justified by other reasons (e.g., cost-effectiveness, technical feasibility).*

This project workplan will utilize standard engineering and design principles for wastewater and sewer infrastructure repair, upgrades, and replacement. Please see Best Available Science (BAS) attachment for programmatic as well as project specific BAS on improvements to water quality through wastewater and sewer infrastructure improvements.

Note for Recipients: External best available science reviews will be conducted for all applicable submitted project-specific workplans. Applicants should provide the appropriate technical justification and citations that support their assertions of project benefits and appropriateness of their methods.

Please refer to the PIPER Application Module Guidelines for additional information and definitions of the terms below.

Project-specific Environmental Benefits: *(Character Limit: 5000) In addition to the discussion of anticipated environmental benefits in the Introduction section, provide a more detailed description of anticipated environmental benefits here.*

Elevated levels of potentially harmful bacteria are one of several water quality problems that exist on the Mississippi Gulf Coast (MDEQ online information). Bacterial impairment can come from a variety of nearshore and inland sources including stormwater runoff, boating waste, sewer overflows, septic system failures, wildlife, and other human activities. Nationwide, failure rates for septic systems vary, but the regional rate of septic failure is reported to range between 5% and 40%, with an average of about 10% (Swann 2008). Iverson (2019) documented statistically significantly higher nutrient exports from watersheds with high density of septic systems (approx. 1.8 systems / ha). Mass exports of total dissolved nitrogen and phosphate from high density watersheds were approximately 5 to 10 times higher than control and low-density watersheds. This project will reduce the amount of inflow and infiltration as well as sewer overflows into the surface water conveyance system that drain into adjacent marshes, the Pascagoula River, and the Mississippi Sound.

Project-specific Metrics: *Identify project-specific metrics for evaluating project and program objectives, and describe how the project success will be evaluated over time. The metrics identified for evaluating project objectives* ***should align with the metrics identified in the PIPER program description****, as well metrics described in the* ***Program Observational Data Plan (uploaded separately in PIPER - see the PIPER Application User Guide for details about completing a Program ODP)****. Update the metric selections for the program application in PIPER as needed to include all project metrics identified here.*

The following metrics pertain to this workplan:
Metric Name: PRM011 – Restoration / Planning / Design / Permitting- # of E&D plans developed
Target: 2

Metric Name: PRM013 – Restoration / Planning / Design / Permitting- # of environmental compliance documents completed.
Target: 1

Project-specific Risk: *(Character Limit: 9500) Using best available science, summarize risks and uncertainties associated with the project, along with proposed measures to mitigate such risks and uncertainties. In general, risks and uncertainties should be considered in both the near- and long-term, and with respect to the anticipated lifespan of the proposed project/program. This section may provide perspective on such risks and uncertainties relative to the potential benefits of the proposed project. For example, a long-term risk to the project posed by sea level rise might be offset by the potential near- and mid-term environmental benefits of the project. Conversely, a potential benefit of the proposed project might be the mitigation of future risks associated with sea level rise, subsidence, and/or storms.*

Please see project specific BAS attachment for project specific risk.

Note for Recipients: External best available science reviews will be conducted for all applicable submitted project-specific workplans. Applicants should provide the appropriate technical justification and citations that support their assertions of project benefits and appropriateness of their methods.

Please refer to the PIPER Application Module Guidelines for additional information and definitions of the terms below.

***Project-specific Collaboration*:** *(Character Limit: 1000) As applicable, describe how collaboration was used to identify, develop, and/or refine the proposed project. If applicable, the workplan should also include a description of the partnerships that will be used to advance the proposed project.*

Mississippi Department of Environmental Quality will collaborate with the City of Gautier to implement this workplan.

Project-specific Public Engagement, Outreach, and Education: *(Character Limit: 2500) Workplans should describe public engagement activities and stakeholder input that was considered in the selection of the project.*

In discussions with the City of Gautier, this area was identified as having water quality problems.

Project-specific Leveraging: *Include a description of any resources that may be leveraged with this workplan. Information needed to complete this section:*

Funds: *Enter the amount of funds being leveraged*
Type: *Select one: Co-funding,* Adjoining, Builds on other work
Status: *Select one:* Proposed, Committed, Received
Source: *Indicate the name of the agency/organization providing the leveraging funds*
Source Type: *Select one: Other Federal (i.e. Other than RESTORE Council), State, Local Funder, Corporate/For Profit, Not for Profit, Other*
Description: *Provide a brief narrative for the leveraging funding you are including with your proposal. (750 characters maximum)*

Note: This information should be consistent with leveraging information included (and updated with this workplan, as appropriate) in the Program Award record in PIPER.

Not applicable.

Environmental Compliance: *Provide an overview of the Environmental Compliance documentation that will be updated as part of this project, if applicable. Environmental Compliance documentation is not needed for workplans that involve only planning activities. Implementation funding will not be released until the sponsor has provided documentation demonstrating compliance with all applicable environmental laws..* ***Note:*** *The Project-specific Environmental Compliance Checklist below must be completed for workplans involving implementation funding. If a workplan involves only planning funds, the Environmental Compliance Checklist does not apply.*

This workplan for planning activities.

Federally-Recognized Tribes

Note for Recipients: External best available science reviews will be conducted for all applicable submitted project-specific workplans. Applicants should provide the appropriate technical justification and citations that support their assertions of project benefits and appropriateness of their methods.

Please refer to the PIPER Application Module Guidelines for additional information and definitions of the terms below.

Is this workplan submitted on behalf of a Federally-recognized tribe?: *Yes/No*	**Federally Recognized Tribes:** *If, "Yes", indicate all Federal Tribes associated with the workplan. Multiple tribes may be identified.*
Note: *This information should be consistent with Tribal information included in the Program Award record in PIPER.*	

Bibliography: *Please list all literature cited in the workplan, and please provide the appropriate links where available. (Character Limit: None)*

Bennett, E.M. Carpenter, S.R., Caraco, N.F. 2001. Human impact on erodible phosphorus and eutrophication: a global perspective. Bioscience 51(3), 227-234

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Reisinger, A.J., Woytowitz, E., Majcher, E., Rosi, E.J., Belt, K.T., Duncan, J.M., Kaushal, S.S., Groffman, P.M. 2018. Changes in long-term water quality of Baltimore streams are associated with both gray and green infrastructure. Limnology and Oceanography 64 (S1), S60-S76

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Note for Recipients: External best available science reviews will be conducted for all applicable submitted project-specific workplans. Applicants should provide the appropriate technical justification and citations that support their assertions of project benefits and appropriateness of their methods.

Please refer to the PIPER Application Module Guidelines for additional information and definitions of the terms below.

Vörösmarty, CJ, McIntyre, PB, Gessner, MO, Dudgeon, D, Prusevich, A, Green, P, Glidden, S, Bunn, SE, Sullivan, CA, Reidy Liermann, C & Davies, PM 2010. Global threats to human water security and river biodiversity. Nature, vol. 467, no, 7315, pp. 555-561.

Note for Recipients: External best available science reviews will be conducted for all applicable submitted project-specific workplans. Applicants should provide the appropriate technical justification and citations that support their assertions of project benefits and appropriateness of their methods.

Please refer to the PIPER Application Module Guidelines for additional information and definitions of the terms below.

Milestones
Project-specific Milestones: List the project-specific milestones associated with the project. Each project should have at least one project-specific milestone. In the milestone name, include the unique identifier for the project (e.g., NBT1 - engineering and design). Detailed or interim steps to reach project milestones (e.g., 30%, 60% design plans) can be described in the scope of work within the project narrative, or other narratives. *Note: Each milestone indicated here will also need to be added to the Program Award record in PIPER with associated activities and project-specific deliverables identified.*

Environmental Compliance Checklist
Environmental Compliance: *The Environmental Compliance Checklist is shown in Appendix B. The environmental compliance checklist provided in Appendix A summarizes the status of the project with respect to applicable environmental laws. All requests for FPL Category 1 funding approval for implementation activities that could have environmental impacts must be accompanied by up-to-date documentation of compliance with NEPA, ESA, NHPA, MSA, and FWCA, as applicable. See Appendix A for instructions for uploading this documentation.*

Uploads
Main Uploads: *-In addition to this Project Workplan the following should be included with your uploads in PIPER:* *-Program Observational Data Plan (updated to include the new project(s))* *-GIS information for the project along with ISO metadata that describes the project location using either points, lines, or polygons. The downloadable GIS Template to upload is located here. Please contact Michelle Fischer (michelle.fischer@restorethegulf.gov) with any questions regarding GIS information.*

Note for Recipients: External best available science reviews will be conducted for all applicable submitted project-specific workplans. Applicants should provide the appropriate technical justification and citations that support their assertions of project benefits and appropriateness of their methods.

Please refer to the PIPER Application Module Guidelines for additional information and definitions of the terms below.

Once completed, this workplan template should be uploaded to the Program award record in PIPER, and any necessary changes to the PIPER information should be completed and submitted for Council staff review.

In addition, budget information for this project will need to be submitted and uploaded in GrantSolutions. For a complete list of the information to be submitted with a workplan amendment request please see the Program Application Requirements Checklists.

Note for Recipients: External best available science reviews will be conducted for all applicable submitted project-specific workplans. Applicants should provide the appropriate technical justification and citations that support their assertions of project benefits and appropriateness of their methods.

Appendix A

Environmental Compliance Checklist. *The checklist is not applicable to planning, education, and outreach activities that do not involve or lead directly to ground-disturbing activities that may have significant effects individually or cumulatively, and do not commit the Council or its applicants to a particular course of action affecting the environment. The checklist must be completed for all requests for funding approval that could have environmental impacts. In addition, all requests for FPL Category 1 funding approval for implementation activities that could have environmental impacts must be accompanied by up-to-date documentation of compliance with NEPA, ESA, NHPA, MSA, and FWCA, as applicable. For each law listed on this page: Indicate whether the requirement has been addressed (or if it is not applicable to your project).*

Planning, Environmental Education and Outreach: *The environmental compliance checklist should not be completed for Council-Selected Restoration Component activities that involve only planning, outreach and/or environmental education (with no approval of implementation funding)* This workplan is for planning activities only.

Activity Name (as listed in FPL or SEP):	*Is this checklist for a project within an approved program? (Yes/No/N/A)*	*For projects within programs, provide name of specific project:*
Environmental Requirement	**Has the Requirement Been Addressed? (Check "N/A" if the requirement does not apply in this case.)**	**Compliance Notes and documentation uploads (e.g., title and date of document, permit number, weblink etc.)**
National Environmental Policy Act	___ Yes ___ No ___ N/A	
Endangered Species Act	___ Yes ___ No __ N/A	
National Historic Preservation Act	___ Yes ___ No ___ N/A	
Magnuson-Stevens Act	___ Yes ___ No ___ N/A	
Fish and Wildlife Coordination Act	___ Yes ___ No ___ N/A	
Coastal Zone Management Act	___ Yes ___ No ___ N/A	
Coastal Barrier Resources Act	___ Yes ___ No ___ N/A	
Farmland Protection Policy Act	___ Yes ___ No ___ N/A	
Clean Water Act Section 404	___ Yes ___ No ___ N/A	
River and Harbors Act Section 10	___ Yes ___ No ___ N/A	
Clean Water Act Section 401	___ Yes ___ No ___ N/A	
Marine Protection, Research and Sanctuaries Act	___ Yes ___ No ___ N/A	
Marine Mammal Protection Act	___ Yes ___ No ___ N/A	
National Marine Sanctuaries Act	___ Yes ___ No ___ N/A	
Migratory Bird Treaty Act	___ Yes ___ No ___ N/A	
Bald and Golden Eagle Protection Act	___ Yes ___ No ___ N/A	
Clean Air Act	___ Yes ___ No ___ N/A	
Other application environmental laws or regulations	___ Yes ___ No ___ N/A	

ATTACHMENTS

- Attachment A – Project Location Map(s)
- Attachment B – Best Available Science
- Attachment C – Detailed Sub-Recipient Budget Estimate

Attachment A – Project Location Map(s)

Bayou Castelle
Hickory Hill
Country Club
Hickory Hills
10
10
Gautier-Vancleave Rd
N
Legend
Project Area
0 0.25 0.5 1
Miles
Vancleave
Biloxi
Gautier
Pascagoula
0 2 4 8
Miles

Attachment B – Best Available Science

Best Available Science - Mississippi Gulf Coast Water Quality Improvement Program

Consistent with the RESTORE Council's water quality restoration goal, the State of Mississippi has prioritized the improvement of water quality for promoting ecosystem health and restoring and revitalizing Mississippi's economy. The conversion of septic-to-sewer (Kelly et al., 2021) and the implementation of stormwater and wastewater system improvement practices (Reisinger, et al., 2018) is anticipated to reduce non-point source pollutant loads to downstream coastal receiving water bodies. This will result in an improvement in water quality of coastal waters and would provide in-situ benefits to living coastal marine resources, as well as the economy of the Mississippi Gulf Coast.

Summary of Peer-Reviewed Information for Proposed Objectives

Elevated levels of potentially harmful bacteria are one of several water quality problems that exist on the Mississippi Gulf Coast (MDEQ *online information*). Bacterial impairment can come from a variety of nearshore and inland sources including storm-water runoff, boating waste, sewer overflows, septic system failures, wildlife, and other human activities. Nationwide, failure rates for septic systems vary, but the regional rate of septic failure is reported to range between 5% and 40%, with an average of about 10% (Swann 2008). Iverson et al. (2018) documented statistically significantly higher nutrient exports from watersheds with high density of septic systems (approx. 1.8 systems / ha). Mass exports of total dissolved nitrogen and phosphate from high density watersheds were approximately 5 to 10 times higher than control and low-density watersheds.

Septic systems by their very design are intended to leak sewage (Harrison et al., 2012). Converting septic to sewer is a major component of dealing with water pollution issues. Septic to sewer conversion in coastal watersheds are critical to avoid hydraulic and treatment failures as well as subsurface plumes that are typical of septic system failures. Multiple studies demonstrate hydraulic failures as well as subsurface plumes of dissolved nitrogen and phosphorus which have direct impacts to downstream water bodies (Gilliom and Patmont, 1983; Carodona, 1998). A study in Indiana suggested that one in three septic systems between 1950 and 2001 required repairs; however, since 1990 less than 3% of new septic systems required repairs, significantly fewer than in previous decades (Stout, 2003). However, in environments where soil wetness, high water tables, and frequent storm events are common occurrences, septic system failure, regardless of installation time frame, increases (Kohler et al., 2020).

Restoration and improvement of the quality of water as a natural resource will benefit the marine/coastal ecosystems, habitats, and fisheries, and provide economic benefits to the Mississippi Gulf Coast Region. Water quality degradation in coastal systems is a global phenomenon (Bennett et al., 2001; Vörösmarty et al., 2010; Lymer et al., 2018) and includes nutrient pollution and associated hypoxia (Diaz and Rosenberg, 2008) as well as enhanced bacteriological concentrations and loads (Mallin et al., 2000; O'Mullan et al., 2019). There are numerous freshwater inputs into Mississippi's bays, estuaries, and the Mississippi Sound, that result in alterations to water quality (Mickle et al., 2018). This change in water quality is often associated with changes in water column conditions (i.e., hypoxia, eutrophication, and bacterial loads) and can lead to the body of water not meeting its intended use classification (i.e., recreation or warm water fishery) (Mallin et al., 2000; Pennington and Cech, 2010; Spellman, 2010). Wastewater management is often the most visible contributor to water quality degradation and is often associated with urban runoff, as well as discharge and sanitary sewer overflow (SSOs). The EPA estimates that there are at least 23,000 – 75,000 SSOs per year in the U.S. (EPA, N.D.), many of which are not specifically associated with impaired water listings, TMDLs, or other criteria. Urban wastewater

connects directly to coastal marshes and the Mississippi Sound through canals and bayous. There are numerous studies and governmental reports that point to SSOs impacting and contributing to decreases in water quality, beach closures, shellfish bed closures, and other environmental problems (EPA, 2004; MDEQ, n.d., online; Tuholske, Cascade, et al., 2021).

The following objectives are set forth to improve water quality entering the Mississippi Sound and coastal waters:

- Systematic water quality evaluation and assessment to identify the source, dynamics, and most cost-effective stormwater and wastewater improvement practices to improve water quality (Sharpley et al., 2007; Spellman, 2008).
- Engineering, design, and permitting of the identified solutions (standard engineering practices, including certified and sealed plans). Conventional gravity sewers, force mains, pumping stations, treatment works, repair or construction, standard engineering principles or guidelines will vary depending on the system upgrade. Specific engineering guidelines would be informed by State agency policy decisions (MDEQ, n.d).
- Additional resources on new technologies tied to upgrades and improvements to wastewater collection systems (Sterling et al., 2010; FDEP, 2018) may be considered based on system circumstances, environmental and permitting regulations and restrictions.
- Implementation of designed stormwater and wastewater improvement practices. Implementation would follow standard construction and environmental practices, and any other applicable state and federal requirements (Walsh et al., 2005a, b; Hogan and Walbridge, 2007; Walsh et al., 2016).
- Monitoring of success of the respective practices (Kondolf and Micheli, 1995; Spellman, 2008; Lindenmayer and Likens, 2009a, 2009b; Reynolds et al., 2016). Specific wastewater discharges will be documented as project outcomes, as well as project-specific changes to downstream receiving waters (Tolouei et al., 2019).

Site Specific Best Available Science

Assessment

Despite the City of Gautier's continuous efforts to provide public service to all areas within its service limits, there are areas of Jackson County that require wastewater upgrades and infrastructure improvements to mitigate overflows, inflow and infiltration, and thus improve water quality entering surrounding receiving waters. This workplan is conversion of the Hickory Hills sub-division from septic to central sewer, as well as retrofits to receiving wastewater systems to ensure adequacy of sizing to ensure identified and existing overflows are reduced if not eliminated.

Leakage from failing private septic systems and aging wastewater infrastructure drains into coastal water bodies and are major contributing sources of water quality deterioration. The conversion of septic-to-sewer (Kelly et al., 2021) is anticipated to reduce non-point source pollutant loads to downstream coastal receiving water bodies. This will result in an improvement in water quality of coastal waters and would provide in-situ benefits to living coastal marine resources, as well as the economy of the Mississippi Gulf Coast.

Elevated levels of potentially harmful bacteria are one of several water quality problems that exist on the Mississippi Gulf Coast (MDEQ *online information*). Bacterial impairment can come from a variety of nearshore and inland sources including storm-water runoff, boating waste, sewer overflows, as well as septic system failures. Nationwide, failure rates for septic systems vary, but the regional rate of septic failure is reported to range between 5% and 40%, with an average of about 10% (Swann 2008). Iverson et al.

(2019) documented statistically significantly higher nutrient exports from watersheds with high density of septic systems (approx. 1.8 systems / ha). Mass exports of total dissolved nitrogen and phosphate from high density watersheds were approximately 5 to 10 times higher than control and low-density watersheds.

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Based on sanitary sewer overflow (SSO's) reports during high-flow events, such as large rain/storm events, the sewer lines downstream of the Hickory Hills project area are carrying increased flow due to inflow and infiltration (Figure 1). SSO locations portrayed in Figure 1 include Wastewater Bypass Reports submitted to the Mississippi Office of Pollution Control from April to September 2021. These reports represent all of the overflow incidents in the timeframe. According to City engineers, the system has several critical infrastructure issues, the primary being that pipes are undersized to handle significant inflow and sewer flows. Due to the increased flow and existing hydraulic constraints, sanitary sewer overflows occur. Anticipated project implementation components, which will be refined in the engineering and design phase, may include, but are not limited to, the following:

- Replacement of undersized or failing pump stations
- New discharge force mains; upsizing current gravity mains;
- Manhole upgrades, as necessary;
- Force mains and other line upgrades as deemed necessary and identified during engineering and design.

The City of Gautier will continue to report any sanitary sewer overflow incidents after project components are constructed.

Figure 1. Hickory Hills project area that will receive septic-to-sewer upgrades, as well as the downstream Sanitary Sewer Overflows (SSOs) in which planning around pump-station and sewer infrastructure upgrades will be evaluated.

Engineering and Design and Construction

This project (Figure 1) will utilize planning, as well as, standard engineering and design principles for upgrading septic-to-sewer infrastructure. Appropriate and proven engineering technologies and materials will be utilized.

Monitoring Project Success

The overall purpose of this project is to enhance water quality in Mississippi coastal waters by upgrading ageing sewer infrastructure. Given the proximity of coastal waterbodies to the system upgrade area, it is likely that water quality issues in the project area and downstream from the project area would be improved with these upgrades. Project success will be based on the number of households converted from septic to central sewer and number of wastewater infrastructure upgrades, with assumed reductions in septic system overflows and inflow and infiltration over time. SSO's will be monitored post-construction to track the reduction in overflow events.

Uncertainties and Risks in achieving the objective over the longer term

Uncertainties could lie in inadequate planning to achieve desired water quality improvements as a result of the repair, upgrade, and/or construction that is implemented. Further uncertainty lies in the exact water quality improvement practice that needs to be implemented, the extent of the practice, as well as the utilization of multiple practices. This uncertainty results in a highly variable cost for implementation. By undertaking due diligence on source tracking and narrowing in, through water quality monitoring and beach advisory information to the area of concern, the risk associated with not seeing measurable improvements in water quality as a result of implementation are mitigated. Furthermore, through specific tasks and objectives for planning and evaluation, uncertainty in the scientific basis for implementation is reduced, as well as the types of practices to be implemented and their respective costs. MDEQ has significant experience in implementing water quality improvement projects across the State of Mississippi, with a particular emphasis on the Mississippi Gulf Coast. MDEQ managed and provided oversight to the Community Development Block Grant (CDBG) program that invested over $600 million in drinking water and wastewater improvement projects in the Mississippi coastal counties affected by Hurricane Katrina. An identified risk of implementation of best management practices for water quality improvement in riparian and in-stream areas is the effect on water flow, specifically causing flooding and drainage issues to upstream urban areas. Specific engineering and design of wastewater/stormwater improvement practices will evaluate the risk for said practices to influence and control water flow and ensure that design maximizes water quality improvement. With diligent and effective planning prior to implementation, as well as post construction monitoring, uncertainties and risks of not improving water quality moving into the Mississippi Sound are significantly decreased. Sea level rise and storm surge are two risks and uncertainties to project implementation performance. Given the variability in sea level rise prediction as well as the anticipated immediate ecosystem service benefits of the implementation of sewer and wastewater infrastructure, is unlikely that pipe infrastructure implementation will consider sea-level rise. Hummel et al. (2018) summarized a national assessment of coastal wastewater treatment facilities at risk for sea level rise. Mississippi was classified as low risk, with low exposure across a sea level rise gradient from 1ft to 6ft. However, with respect to storm surge, certain upgrades (i.e., pump stations, backflow valves, electrical connections etc.) could be based on storm surge predictions and to ensure lack of failure under those conditions.

Project Specific Uncertainties and Risk

There are few project-specific uncertainties and risk due to the planning, engineering and design, and permitting nature of this specific workplan. Adequate planning will provide engineers areas and issues to consider creating solutions for. The City of Gautier has implemented similar projects in the past, including but not limited to, septic to sewer conversion in Shell Landing and Ocean Beach Estates to the city's wastewater collection system.

Engineering and design may help refine planning and/or create additional considerations that could delay the grant timeline/schedule, as well as alter the eventual implementation solution. There are inherent uncertainties in meeting project success measures as a result of unusual storm water related events that create significant stormflows on the system potentially resulting in bypasses and/or overflows. Even though upgrades to the system should reduce infiltration and inflow scenarios, extreme environmental conditions will result in unforeseen circumstances.

Method applicability to Gulf Coast Region

Water quality improvement objectives of evaluation, planning, engineering and design, and eventual implementation of construction upgrades of wastewater infrastructure as well as septic-to-sewer conversions are standard processes that are applicable to the Gulf Coast region.

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Attachment C – Detailed Sub-Recipient Budget Estimate

Hickory Hills Septic to Sewer and Martin Bluff Road Sewer Main Upsize & Replacement

Personnel	**$0.00**
Fringe	**$0.00**
Travel	**$0.00**
Equipment	**$0.00**
Supplies	**$0.00**
Contractual Costs	**$0.00**
Construction Costs	**$0.00**
Other (Sub-Award)	**$370,000.00**
TOTAL DIRECT	**$370,000.00**
Indirect Costs	**$0.00**
TOTAL	**$370,000.00**

OTHER - City of Gautier Sub-Award			
Categories:	**Other Funding**	**RESTORE (Sub-Award)**	**Total Funding**
1. Administrative and Legal expenses	$ -	$ -	$ -
2. Land, structures, rights-of-way, appraisals, etc.	$ -	$ -	$ -
3. Relocation expenses and payments	$ -	$ -	$ -
4. Architectural and engineering fees	$ -	$ 240,000.00	$ 240,000.00
5. Other architectural and engineering fees (Permitting)	$ -	$ 60,000.00	$ 60,000.00
6. Project inspection fees	$ -	$ -	$ -
7. Site work (Surveying)	$ -	$ 70,000.00	$ 70,000.00
8. Demolition and removal	$ -	$ -	$ -
9. Construction	$ -	$ -	$ -
10. Equipment	$ -	$ -	$ -
11. Miscellaneous (mobilization)	$ -	$ -	$ -
12. SUBTOTAL (sum of lines 1-11)	**$ -**	**$ 370,000.00**	**$ 370,000.00**
13. Contingencies	$ -	$ -	$ -
14. SUBTOTAL (sum of lines 12-13)	**$ -**	**$ 370,000.00**	**$ 370,000.00**
15. Project Income	$ -	$ -	$ -
16. TOTAL PROJECT COST (line 14 less line 15)	**$ -**	**$ 370,000.00**	**$ 370,000.00**

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, and any litigation with respect thereto shall be brought in the courts of the State. 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* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

5. PROCUREMENT REGULATIONS

The SUB-RECIPIENT shall comply with current federal law, rules and regulations, and, in particular, 2 C.F.R. §§ 200.318, General Procurement Standards, through 200.327, Contract Provisions, in any procurement required to complete the tasks in the Scope of Work. The SUB-RECIPIENT shall also ensure that every purchase order or contract includes any clauses required by 2 C.F.R. § 200.327 Contract provisions, as identified in Appendix II to 2 C.F.R. Part 200.

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:

i. cancel the stop work order; or,

ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, 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:

i. 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

ii. 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.

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. Miss. Code Ann. § 31-7-305.

10. E-VERIFICATION

If applicable, SUB-RECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq*. The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. 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 certifies 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.gov. 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

i. *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.

ii. *SUB-RECIPIENT's Obligations*. SUB-RECIPIENT shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination SUB-RECIPIENT will stop work to the extent specified. SUB-RECIPIENT 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 MDEQ. 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, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may 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, and its Contracted Parties:

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

B. 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. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in 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 follow 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 equipment purchased under this Agreement. Should 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.

Notwithstanding this Section, the Sub-recipient and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

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, RESTORE Council, 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 <u>only if</u> all of the following conditions are satisfied:

A. SUB-RECIPIENT has provided <u>all</u> 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 MDEQ, 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 RESTORE Council.

30. RIGHT TO INSPECT WORK; ACCESS

RESTORE Council, 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 RESTORE Council, 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 any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

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 Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. 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. SUCESSORS 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. GT3CP23MS0008 ("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 of ten (10) years after the date on which the Final Reports are provided.

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:	**February 6, 2024**
Title:	**Approval of Change Order No. 1, pay application #4, pay application #5, and final closeout documents for the Jackson County Animal Shelter Water Main Extension Project**
Introduced by:	
Contact Person/Telephone	**Kim Saucier 497-8000 ext. 315**

Summary Explanation: Approval of Change Order No. 1, pay application #4, pay application #5, and final closeout documents for the Jackson County Animal Shelter Water Main Extension Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the Grants and Projects Department requests City Council approve Change Order No. 1, pay application #4, pay application #5, and final closeout documents for the Jackson County Animal Shelter Water Main Extension Project; and

WHEREAS, Change Order No. 1 is a summary change order which serves to increase the contract amount by $35,173.52 due to changes in the actual quantities placed in the field; and

WHEREAS, the Mayor and Council Members find, consistent with fact, that this change order is necessary and incidental to the completion of the work as originally stated, is commercially reasonable, is not made to circumvent the public purchasing statutes, and that the increase in costs is reasonable;

WHEREAS, pay application #4 is for $114,993.02, and has been approved by the project engineer; and

WHEREAS, pay application #5 is for $19,932.00 (retainage), and has been approved by the project engineer; and

WHEREAS, the project is complete, and the contractor requires execution of the attached closeout documents; and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve the requested actions, as presented; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No. 1 is approved.

IT IS FURTHER ORDERED that pay applications 4 and 5 are hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary to complete this project, including the attached closeout documents.

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 February 6, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kimberly Compton Saucier, Grants & Projects Director

Date: January 24, 2023

Subject: Jackson County Animal Shelter Water Main Extension Project – Gulf Coast Solutions — Change Order No. 1 Increase Contract Amount, Final Pay Applications, and Closeout Documents

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REQUEST:
The Grants and Projects Department requests City Council authorization to approve Change Order No. 1 to increase the contract amount, pay applications #4 and #5, and final closeout documents for the Jackson County Animal Shelter Water Main Extension Project.

BACKGROUND:
The City and Seymour Engineering entered into an agreement for the design of a water distribution system to service the new Jackson County Animal Shelter. Upon investigation of the existing water flow and pressure being supplied on Highway 90, it was found that an insufficient supply existed. It was determined that the new system would need to be looped for adequate service.

This project will supply city water to the animal shelter and allow for future development along Highway 90. Jackson County will provide funds to construct the project.

DISCUSSION:
Change Order No. 1 serves to increase the contract amount by $35,173.52 due to changes in the actual quantities placed in the field. The project encountered an unforeseen soil condition during an open-cut installation, an open-cut water line was changed to directional bore to satisfy power company requirements, and an automatic flushing valve was added to the fire hydrant at the animal shelter.

If approved, the contract amount will be increased from $361,775.50 to $396,949.02, pay the increase on pay application #4, final pay application #5 for retainage, and accept the closeout documents as the work on the project is complete.

Seymour Engineering has reviewed the summary change order and Jackson County has agreed to pay the additional increase.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council approve Change Order No. 1 to increase the contract amount, pay applications #4 and #5, and final closeout documents for the Jackson County Animal Shelter Water Main Extension Project.

The City Council may:

1. Authorize approval of Change Order No. 1, pay applications #4 and #5, and final closeout documents, as presented; or
2. Not authorize approval of Change Order No. 1, pay applications #4 and #5, and final closeout documents.

ATTACHMENT(S):

1. Change Order No. 1
2. Pay Applications
3. Final Closeout Documents

CHANGE ORDER

OWNER:
City of Gautier
3330 Hwy. 90
Gautier, MS 39553

CHANGE ORDER NO. **1 (Summary)**
DATE: December 22,2023

CONTRACTOR:
Gulf Coast Solutions, LLC
12300 Big Creek Rd.
Gulfport, MS 39503

ENGINEER: Seymour Engineering, PLLC

PROJECT: Animal Shelter Water Main Extension

SUMMARY:
This Change Order serves to increase the contract amount to reflect the actual amount based on actual quantities placed in the field according to the unit price contained on the Contractor's Bid Proposal. An unforeseen soil condition was encountered during the open cut installation which require unsuitable material to be removed and replaced with fill dirt and approximately 668 linear feet of open cut water line was changed to a directional bore to satisfy power company requirements. An automatic flushing valve was also added to the fire hydrant at the animal shelter.

THE CONTRACT IS AMENDED AS SHOWN BELOW:
(Not valid until executed by the Owner, Engineer, and Contractor)

The original Contract Sum:	$361,775.50
Net Change by previously authorized Change Orders:	$0.00
The Contract Sum prior to this Change Order was:	$361,775.50
The Contract Sum will now Change (+):	$35,173.52
The New Contract Sum including this Change Order will be:	$396,949.02

The original Contract Time:	150
Net Change by previously authorized Change Orders:	0
The Date of Substantial Completion prior to this Change Order:	10/30/2023
The Contract Time will now Change by (+) days:	0
The New Date of Substantial Completion will be:	10/30/2023

CONTRACTOR:	ENGINEER:	OWNER:
By:	By:	By:
Date: 1/22/24	Date: 1-22-2024	Date:

SUMMARY CHANGE ORDER NO. 1

21-066.07 JACKSON COUNTY ANIMAL SHELTER WATER MAIN EXTENSION

			ORIGINAL CONTRACT			AMENDED QUANTITIES		CONTRACT REVISIONS		
ITEM NO.	DESCRIPTION	UNIT	PRICE	QUANTITY	EXTENSION	INCREASE	DECREASE	QUANTITY	EXTENSION	TOTAL
4	Size "610" Limestone	CY	$156.00	40	$6,240.00		-31	9	$1,404.00	-$4,836.00
5	Select Fill (Class 9)	CY	$15.50	250	$3,875.00	459.42		709.42	$10,996.01	$7,121.01
6	Unclassified Excavation	CY	$12.75	200	$2,550.00	522.04		722.04	$9,206.01	$6,656.01
7	Geotextile Fabric	SY	$2.00	250	$500.00		-250	0	$0.00	-$500.00
10	Class "B" Concrete	CY	$162.00	6	$972.00		-6	0	$0.00	-$972.00
11	6" C900 Open Cut	LF	$26.00	5025	$130,650.00		-643	4382	$113,932.00	-$16,718.00
12	6" C900 Directional Bore	LF	$56.00	1035	$57,960.00	635		1670	$93,520.00	$35,560.00
14	6" Ductile Iron Fitting	EA	$1,000.00	18	$18,000.00	10		28	$28,000.00	$10,000.00
17	10" Gate Valve	EA	$4,100.00	4	$16,400.00		-2	2	$8,200.00	-$8,200.00
22	10" C900 Pressure Pipe	EA	$62.50	215	$13,437.50		-15	200	$12,500.00	-$937.50
23	Automatic Flushing Valve	EA	$8,000.00			1		1	$8,000.00	$8,000.00

TOTAL CONTRACT ADJUSTMENT AMOUNT =	$35,173.52

SEYMOUR ENGINEERING

January 23, 2024

Paula Yancey
City Manager
City of Gautier
3330 US Hwy 90
Gautier, MS 39553

Re: Jackson County Animal Shelter Water Main, Gulf Coast Solutions, LLC, Pay Application #4

Mrs. Yancey,

For consideration of approval, please find enclosed Pay Application #4 for this project to be placed on the upcoming Board agenda. I have reviewed this Pay Application and agree that it is accurate and appropriate for the work completed to date. With that said, I recommend that the Board approve payment to Gulf Coast Solutions in the amount of $114,993.02.

Should you have any questions, please do not hesitate to contact me at (228) 385-2350 or mkirkland@seymoureng.com.

Sincerely,
SEYMOUR ENGINEERING

Matt Kirkland, P.E.
Project Engineer

Enclosures: Pay Application #4

925 Tommy Munro Dr., Suite G, Biloxi, MS 39535
Phone: 228-385-2350 Fax: 228-385-2353
se@seymoureng.com www.seymoureng.com

PAYMENT APPLICATION

3330 US-90

NAME AND

Page 1
12/21/2023

Jackson Co Animal Shetler Water Main Extensi PERIOD THRU:

TO: City of Gautier

PROJECT Jackson Co Animal Shelter Wate

APPLICATION # 4

Distribution to:

Gauter, MS 39553

LOCATION:

PROJECT #s: 21.066.07

Attn: Accounts Payable

FROM: Gulf Coast Solutions, LLC
12300 Big Creek Road

Gulfport, MS 39503

FOR:

ARCHITECT:

DATE OF CONTRACT: 05/04/2023

- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

1. **CONTRACT AMOUNT**		$361,775.50
2. **SUM OF ALL CHANGE ORDERS**		$35173.52
3. **CURRENT CONTRACT AMOUNT**	(Line 1 +/- 2)	$396949.02
4. **TOTAL COMPLETED AND STORED** (Column G on Continuation Page)		396949.02
5. **RETAINAGE:**		
a. 5.00% of Completed Work		$19,932.00
b. 0.00% of Material Stored		$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		
6. **TOTAL COMPLETED AND STORED LESS RETAINAGE** (Line 4 minus Line 5 Total)		377,017.02
7. **LESS PREVIOUS PAYMENT APPLICATIONS**		~~$262,024~~.00 $114,993.02
8. **PAYMENT DUE**		
9. **BALANCE TO COMPLETION** (Line 3 minus Line 6)	$19,932.00	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$0.00	$0.00
Total approved this month	$35,173.52	$0.00
TOTALS	$35,173.52	$0.00
NET CHANGES	$35,173.52	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Gulf Coast Solutions, LLC

By: Date: 1/22/24

State of: Mississippi County of: Pearl River

Subscribed and sworn to before me this 22 day of January, 2024

Notary Public: Candace Graves

My Commission Expires: 09/06/2025

STATE OF MISSISSIPPI
CANDACE GRAVES
NOTARY PUBLIC
ID No. 121463
Commission Expires
September 6, 2025
PEARL RIVER COUNTY

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... $114,993.02

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: Date: 1-23-24

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

Payment Application containing Contractor's signature is attached.

PROJECT: Jackson Co Animal Shelter Wate
Jackson Co Animal Shetler Water Main Extension

APPLICATION #: 4

DATE OF APPLICATION: 12/21/2023
PERIOD THRU: 12/21/2023
PROJECT #s: 21.066.07

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT QTY $ AMT	COMPLETED WORK AMOUNT PREVIOUS PERIODS	COMPLETED WORK AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
1	MOBILIZATION $4,500.00 PER LS	$4,500.00 1.00	$4,500.00 1.00	$0.00 0.00	0.00 $0.00	$4,500.00 1.00	100%	$0.00 0.00	$225.00
2	Erosion Control Measures $4,550.00 PER LS	$4,550.00 1.00	$4,095.00 0.90	$455.00 0.10	0.00 $0.00	$4,550.00 1.00	100%	$0.00 0.00	$228.00
3	Traffic Control $3,250.00 PER LS	$3,250.00 1.00	$3,250.00 1.00	$0.00 0.00	0.00 $0.00	$3,250.00 1.00	100%	$0.00 0.00	$163.00
4	Size "610" Limestone $156.00 PER CY	$6,240.00 40.00	$0.00 0.00	$1,404.00 9.00	0.00 $0.00	$1,404.00 9.00	23%	$4,836.00 31.00	$70.00
5	Select Fill (Class 9) $15.50 PER CY	$3,875.00 250.00	$465.00 30.00	$10,531.01 679.42	0.00 $0.00	$10,996.01 709.42	284%	($7,121.01) -459.42	$550.00
6	Unclassified Excavation $12.75 PER CY	$2,550.00 200.00	$0.00 0.00	$9,206.01 722.04	0.00 $0.00	$9,206.01 722.04	361%	($6,656.01) -522.04	$460.00
7	Geotextile Fabric $2.00 PER CY	$500.00 250.00	$0.00 0.00	$0.00 0.00	0.00 $0.00	$0.00 0.00	0%	$500.00 250.00	$0.00
8	Hydorseed and Fertilizer $1.00 PER SY	$2,000.00 2,000.00	$2,000.00 2,000.00	$0.00 0.00	0.00 $0.00	$2,000.00 2,000.00	100%	$0.00 0.00	$100.00
9	Clearing and Grubbing $3.00 PER SY	$2,001.00 667.00	$0.00 0.00	$2,001.00 667.00	0.00 $0.00	$2,001.00 667.00	100%	$0.00 0.00	$100.00
10	Class "B" Concrete $162.00 PER CY	$972.00 6.00	$0.00 0.00	$0.00 0.00	0.00 $0.00	$0.00 0.00	0%	$972.00 6.00	$0.00
11	6" C900 Open Cut $26.00 PER LF	$130,650.00 5,025.00	$112,450.00 4,325.00	$1,482.00 57.00	0.00 $0.00	$113,932.00 4,382.00	87%	$16,718.00 643.00	$5,697.00
12	6" C900 Dir. Bore $56.00 PER LF	$57,960.00 1,035.00	$12,880.00 230.00	$80640.00 1,440.00	0.00 $0.00	$93,520.00 1,670.00	161%	($35,560.00) -668.00	$4,676.00
13	6" Gate Valve (Including Box $1,685.00 PER Each	$6,740.00 4.00	$8,425.00 4.00	($1685.00) 0.00	0.00 $0.00	$6,740.00 4.00	100%	$0.00 0.00	$421.00
14	6" Ductile Iron Fitting $1,000.00 PER Each	$18,000.00 18.00	$19,000.00 19.00	$9,000.00 9.00	0.00 $0.00	$28,000.00 28.00	156%	($10,000.00) -10.00	$1,400.00
15	6" Hot Tapping Sleeve and $4,200.00 PER Each	$4,200.00 1.00	$0.00 0.00	$4,200.00 1.00	0.00 $0.00	$4,200.00 1.00	100%	$0.00 0.00	$210.00
16	New Fire Hydrant Assembly (Incl. $5,650.00 PER Each	$11,300.00 2.00	$11,300.00 2.00	$0.00 0.00	0.00 $0.00	$11,300.00 2.00	100%	$0.00 0.00	$565.00
17	10" Gate Valve (Including $4,100.00 PER Each	$16,400.00 4.00	12,300.00 2.00	($4,100.00) 0.00	0.00 $0.00	$8200.00 2.00	50%	$8,200.00 2.00	$410.00
18	18" Steel Pipe, Jacked or $375.00 PER LF	$58,125.00 155.00	$58,125.00 155.00	$0.00 0.00	0.00 $0.00	$58,125.00 155.00	100%	$0.00 0.00	$2,906.00
	SUB-TOTALS	$333,813.00	$248,790.00	$113,134.02	$0.00	$361,924.02	110%	($28,111.02)	$18,181.00

DATE OF APPLICATION: 12/21/2023
PERIOD THRU: 12/21/2023
PROJECT #s: 21.066.07

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT QTY $ AMT	COMPLETED WORK AMOUNT PREVIOUS PERIODS	COMPLETED WORK AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
19	12" x 10" Hot Tapping Sleeve & $8,825.00 PER Each	$8,825.00 1.00	$8,825.00 1.00	$0.00 0.00	$0.00 0.00	$8,825.00 1.00	100%	$0.00 0.00	$441.00
20	10"x10" Ductile Iron Tee $3,000.00 PER Each	$3,000.00 1.00	$3,000.00 1.00	$0.00 0.00	$0.00 0.00	$3,000.00 1.00	100%	$0.00 0.00	$150.00
21	10"x6" Ductile Iron Tee $2,700.00 PER Each	$2,700.00 1.00	$2,700.00 1.00	$0.00 0.00	$0.00 0.00	$2,700.00 1.00	100%	$0.00 0.00	$135.00
22	10" C900 Pressure Pipe $62.50 PER LF	$13,437.50 215.00	$12,500.00 200.00	$0.00 0.00	$0.00 0.00	$12,500.00 200.00	93%	$937.50 15.00	$625.00
CO1	Automatic Flushing Valve $8,000.00 PER Each	$0.00 0.00	$0.00 0.00	$8000.00 1	0.00 0	$8,000.00	100%	0	$400.00
	TOTALS	$361,775.50	$275,815.00	$121,134.02	$0.00	$396,949.02	99%	-$35,173.52	$19,932.00

GulfCoast Solutions, LLC

Certified B(a). MBE. WBE. DBE. EDW□SB

WARRANTY FORM

We, Gulf Coast Solutions LLC (Contractor), do herby Guarantee/Warranty all workmanship, equipment and materials supplied to and incorporated into the JACKSON COUNTY ANIMAL SHELTER WATER MAIN EXTENTION (Project) for CITY OF GAUTIER, MISSISSIPPI (Owner).

The Contractor guarantees and warrants that all materials, equipment, and workmanship furnished by the Contractor for the Project have been installed in accordance with and conforming to the drawings, specifications and any other contract documents for the Project. All such materials, equipment and workmanship shall be free of faults or defects for a period of one (1) year, or when indicated in the technical specifications, for a period up to one (1) year, after the project's Final Completion date and will be repaired or replaced promptly and at no additional cost to the Owner. Any or all adjacent work, equipment or materials which are affected, damaged, or destroyed by the fault or defect shall be repaired or replaced to an 'as-new' condition, regardless of the age or condition of the affected, damaged, or destroyed item(s).

Any and all note Contractor fails to comply with the terms and conditions of this Guarantee/Warranty within a reasonable time as determined by the Owner, after being notified in writing, we (the Contractor) hereby authorize the Owner to proceed to have said defects repaired or replaced at our (the Contractor's) expense and will honor and pay all costs for said repairs or replacement immediately upon demand. to the Contractor shall be deemed given if in writing and sent via certified US Mail.

Any and all notices to the contractor shall be deemed given if in writing and sent via certified US Mail. Contractor will respond within twenty-four (24) hours of notice.

X _____
Contractor's Representive

X _____
ATTEST

12300 Big Creek Road
Gulfport, MS 39503
(228).234.9510 (office)
(228).224.5589 (Cell)

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

Bond No. 107823207

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

TO OWNER:
(Name and address)

City of Gautier
3330 US 90
Gautier, MS 39553

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Same as Below

CONTRACT DATED:

PROJECT:
(Name and address)

City of Gautier Jackson County Animal Shelter Water Main Extension

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

, SURETY,

on bond of
(Insert name and address of Contractor)

Gulf Coast Solutions, LLC
12300 Big Creek Road
Gulfport, MS 39503

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Gautier
3330 US 90
Gautier, MS 39553

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 13, 2023
(Insert in writing the month followed by the numeric date and year.)

Travelers Casualty and Surety Company of America
(Surety)

By:
(Signature of authorized representative)

Stephen Wesley Price, Jr. Attorney-in-Fact
(Printed name and title)

Attest:
(Seal): Blake Johnson

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

G707—1994

TRAVELERS	**Travelers Casualty and Surety Company of America** **Travelers Casualty and Surety Company** **St. Paul Fire and Marine Insurance Company** **Farmington Casualty Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Stephen Wesley Price, Jr. of Jackson , MS , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: 107823207 **Principal:** Gulf Coast Solutions, LLC
OR **Obligee:** City of Gautier
Project Description: City of Gautier Jackson County Animal Shelter Water Main Extension

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

By: Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of December , 2023 .

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Contractor's Affidavit of Payment of Debts and Claims

PROJECT NAME & NUMBER
21.066.07 Jackson Co. Animal Shelter
Water Main Extension

Pay Estimate No. 6

TO OWNER:
The City of Gautier
3330 US-90
Gautier, MS 39553

VIA (ENGINEER)
Seymour Engineering
925 Tommy Munno Drive
Suite G
Biloxi, MS 39532

FROM CONTRACTOR:
Gulf Coast Solutions,LLC
12300 Big Creek Road
Gulfport, MS 39503

The undersigned hereby certified that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the Owner, or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:
List exceptions on an attached sheet.

SUPPORTING DOCUMENTS ATTACHED HERETO:
1. Consent of Surety to Final Payment
2. Contractor's Release of Waiver of Liens, conditional upon receipt of final payment
3. Separate Releases or Waivers of Liens from Subcontractors, and material and equipment suppliers to the extent required by the Owner, accompanied by the list thereof
4. Contractor's Affidavit of Release of Liens

Executed this 13 day of December, 2023

Yvette R. Breazeale
(Signature of Contractor)

Yvette R. Breazeale, Managing Member
(Printed name and title)

STATE OF: Mississippi

COUNTY OF: Pearl River

The above named, Yvette R. Breazeale appeared before me on this the 13 day of December, 2023 and executed the foregoing document as by our act and deed.

Notary Public: Candace Graves

My Commission Expires: 9/6/2025

STATE OF MISSISSIPPI
CANDACE GRAVES
NOTARY PUBLIC
ID No. 121463
Commission Expires
September 6, 2025
PEARL RIVER COUNTY

Contractor's Affidavit of Release of Liens

PROJECT NAME & NUMBER:
21.066.07 Jackson Co. Animal Shelter
Water Main Extension

Pay Estimate No. __6_____

TO OWNER:
The City of Gautier
3330 US-90
Gautier, MS 39553

FROM CONTRACTOR:
Gulf Coast Solutions,LLC
12300 Big Creek Road
Gulfport, MS 39503

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:
List exceptions on an attached sheet.

SUPPORTING DOCUMENTS ATTACHED HERETO:
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors, and material and equipment suppliers to the extent required by the Owner, accompanied by a list thereof.

Executed this 13 day of December, 2023

Yvette R. Breazeale
(Signature of Contractor)

Yvette R. Breazeale, Managing Member
(Printed name and title)

STATE OF: Mississippi
COUNTY OF: Pearl River

The above named, Yvette R. Breazeale, appeared before me this the 13 day of December, 2023 and executed the foregoing document as by our act and deed.

Notary Public: Candace Graves

STATE OF MISSISSIPPI
CANDACE GRAVES
NOTARY PUBLIC
ID No. 121463
Commission Expires
September 6, 2025
PEARL RIVER COUNTY

My Commission Expires: 9/6/2025

SEYMOUR ENGINEERING

January 23, 2024

Paula Yancey
City Manager
City of Gautier
3330 US Hwy 90
Gautier, MS 39553

Re: Jackson County Animal Shelter Water Main, Gulf Coast Solutions, LLC, Pay Application #5 (Retainage)

Mrs. Yancey,

For consideration of approval, please find enclosed Pay Application #5 for this project to be placed on the upcoming Board agenda. I have reviewed this Pay Application and agree that it is accurate and appropriate for the work completed to date. With that said, I recommend that the Board approve payment to Gulf Coast Solutions in the amount of $19,932.00.

Should you have any questions, please do not hesitate to contact me at (228) 385-2350 or mkirkland@seymoureng.com.

Sincerely,
SEYMOUR ENGINEERING

Matt Kirkland, P.E.
Project Engineer

Enclosures: Pay Application #5 (Retainage)

925 Tommy Munro Dr., Suite G, Biloxi, MS 39535
Phone: 228-385-2350 Fax: 228-385-2353
se@seymoureng.com www.seymoureng.com

PAYMENT APPLICATION

3330 US-90

NAME AND

Jackson Co Animal Shetler Water Main Extensi PERIOD THRU:

TO: City of Gautier

PROJECT Jackson Co Animal Shelter Wate

APPLICATION # 5

Distribution to:

Gautier, MS 39553

LOCATION:

PROJECT #s: 21.066.07

- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

Attn: Accounts Payable

FROM: Gulf Coast Solutions, LLC

ARCHITECT:

DATE OF CONTRACT: 05/04/2023

12300 Big Creek Road

Gulfport, MS 39503

FOR:

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

1. CONTRACT AMOUNT		$361,775.50
2. SUM OF ALL CHANGE ORDERS		$35173.52
3. CURRENT CONTRACT AMOUNT	(Line 1 +/- 2)	$396949.02
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)		396949.02
5. RETAINAGE:		
a. 5.00% of Completed Work	$0	
b. 0.00% of Material Stored	$0.00	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)		
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	396949.02	
7. LESS PREVIOUS PAYMENT APPLICATIONS		~~$377,017~~.02 $19,932.00
8. PAYMENT DUE		
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	$0.00	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$0.00	$0.00
Total approved this month	$35,173.52	$0.00
TOTALS	$35,173.52	$0.00
NET CHANGES	$35,173.52	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Gulf Coast Solutions, LLC

By: Date: 1/22/24

State of: Mississippi County of: Pearl River

Subscribed and sworn to before me this 22 day of January 2024

Notary Public: Candace Graves

My Commission Expires: 09/06/2025

STATE OF MISSISSIPPI
CANDACE GRAVES
NOTARY PUBLIC
ID No. 121463
Commission Expires
September 6, 2025
PEARL RIVER COUNTY

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT $19,932.00

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: Date: 1-23-24

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:	**February 6, 2024**
Title:	**Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Sanitary Sewer Mains Rehabilitation Phase II**
Introduced by:	
Contact Person/Telephone	**Kim Saucier 497-8000 Ext. 315**

Summary Explanation: Authorization to enter into a Professional Services Agreement with Seymour Engineering for work associated with the Sanitary Sewer Mains Rehabilitation Phase II for College Park, Guillotteville Road, and Valleywood Subdivision Project in an amount not to exceed $219,300

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the City of Gautier requires engineering and other professional services in relation to the Sanitary Sewer Mains Rehabilitation Phase II for College Park, Guillotteville Road, and Valleywood Subdivision Project; and

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

WHEREAS, the first phase of the project consisted of videoing and smoke testing of the sanitary sewer lines which was necessary to determine the next steps and required repairs of the project; and

WHEREAS, phase II of the project is the repair, replacement, and lining of the sanitary sewer lines or manholes for College Park, Guillotteville Road, and Valleywood Subdivision; and

WHEREAS, pursuant to this agreement, Seymour Engineering will provide provide services including topographic survey, engineering design, bidding, construction administration, and resident project representation; and

WHEREAS, the cost of the contract is not to exceed $219,300 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 in relation to the Sanitary Sewer Mains Rehabilitation Phase II for College Park, Guillotteville Road, and Valleywood Subdivision Project is hereby approved.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 6, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kimberly Compton Saucier, Grants and Projects Director

Date: January 29, 2024

Subject: Sanitary Sewer Mains Rehabilitation Phase II - College Park, Guillotteville Rd, and Valleywood Sewer – Professional Services Agreement with Seymour Engineering

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REQUEST:
The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for work associated with the Sanitary Sewer Mains Rehabilitation Phase II for College Park, Guillotteville Road, and Valleywood Subdivision Project in an amount not to exceed $219,300.

BACKGROUND:
The residential neighborhoods of College Park, Guillotteville Road, and Valleywood subdivisions were developed utilizing clay pipes for the sanitary sewer infrastructure. Due to the age and condition of the existing system, these pipes need relining. Currently, the existing sanitary sewer system has significant inflow and infiltration (I&I) problems. These conditions result in sewer overflows. The existing systems become surcharged and raw sanitary sewer is released inside homes, front yards, roads, and ditches.

The first phase of the project which consisted of videoing and smoke testing of the sanitary sewer lines was necessary to determine the next steps and required repairs of the project.

DISCUSSION:
Phase II of the project is the repair, replacement, and lining of the sanitary sewer lines or manholes for College Park, Guillotteville Road, and Valleywood Subdivision. Seymour will provide services including topographic survey, engineering design, bidding, construction administration, and resident project representation.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council authorize entering into a professional services agreement with Seymour Engineering for work associated with the Sanitary Sewer Mains Rehabilitation Phase II College Park, Guillotteville Road, and Valleywood Subdivision Project in an amount not to exceed $219,300.

The City Council may:

1. Approve entering into a professional services agreement with Seymour Engineering, as presented; or
2. Not approve entering into a professional services agreement with Seymour Engineering, as presented.

ATTACHMENT(S):

1. Professional Services Agreement

STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of _____, 2024, between the CITY OF GAUTIER (OWNER) and SEYMOUR ENGINEERING, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi 39532 (ENGINEER). OWNER intends to rehabilitate sanitary sewer lines within College Park and Valleywood Subdivisions, including miscellaneous other locations requiring repairs 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 OWNERS 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.

5.2.4 **Attachment to Exhibit C** Curve B Compensation for Basic Services, consisting of 1 page.

5.3 This Agreement (consisting of pages 1 to 14, 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 _____, 2024, 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 _____, 2024 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 $15,000.00

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 the rehabilitation of sanitary sewer lines within College Park and Valleywood Subdivisions, including miscellaneous other locations requiring repairs.

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 $135,110.00 - Curve B - $1,250,00.00 (10.81%)

* *The Engineering Design Fee shall be computed in accordance with Curve B Compensation for Basic Services expressed as a percentage of Construction Cost for projects of average complexity (See Attachment to Exhibit C).*

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

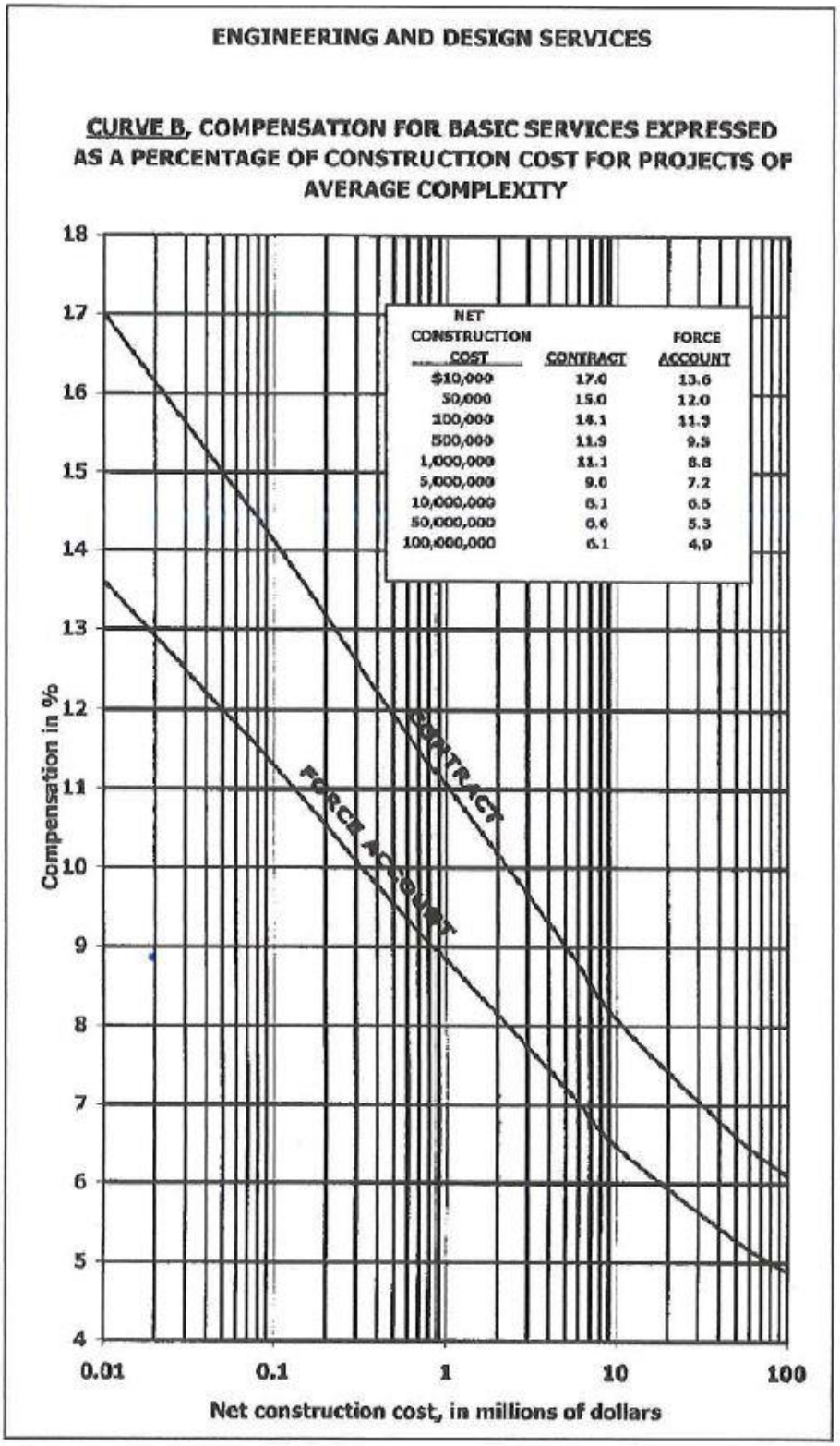
   ENGINEER shall furnish a Resident Project Representative (RPR), in observing performance of the work of Contractor. (See Exhibit A)

COST: $69,190.00

TOTAL COST: $219,300.00

ATTACHMENT TO EXHIBIT C
PAYMENTS TO ENGINEER

Engineering and Design Services of Average Complexity



CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting: February 6, 2024
Title: Authorization to accept sponsorships from Gulf Coast businesses in support of Gautier's 2024 Mardi Gras Tailgate Party

Introduced by:
Contact Person/Telephone Kim Saucier 497-8000

Summary Explanation: Authorization to accept sponsorships from Gulf Coast businesses in support of Gautier's 2024 Mardi Gras Tailgate Party

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the Mardi Gras festival-style tailgate party was first started in 2021, featuring local food vendors/trucks, and entertainment before and after Gautier's Mardi Gras parade; 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, the city received sponsorship commitments from Bordis Danos Pierce PLLC ($500); Waggoner Engineering ($1,000); H20 ($1,000); and Seymour Engineering ($5,000) for Gautier's Mardi Gras Tailgate Party; and

WHEREAS, the Mayor and Council Members have determined that acceptance of these donations is in the best interest of the City of Gautier.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that acceptance of the monetary donations from Bordis Danos Pierce PLLC ($500); Waggoner Engineering ($1,000); H20 ($1,000); and Seymour Engineering ($5,000) for Gautier's Mardi Gras Tailgate Party 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 February 6, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Kimberly Compton Saucier, Grants and Projects Director

Date: January 19, 2024

Subject: Sponsorships from Gulf Coast Businesses for City of Gautier 2024 Mardi Gras Tailgate Party

---

REQUEST:
The Grants and Projects Department requests City Council authorization to accept sponsorships from Gulf Coast businesses in support of Gautier's 2024 Mardi Gras Tailgate Party.

BACKGROUND:
The Mardi Gras festival-style tailgate party was first started in 2021 by the Mayor featuring local food vendors/trucks, and entertainment before and after Gautier's Mardi Gras parade.

The City of Gautier's intent is to keep growing the event year by year attracting more visitors and partnerships for Gautier and the Gulf Coast.

DISCUSSION:
The city received sponsorship commitments from Black Door Boutique ($250); Air Masters ($250); Bordis Danos Pierce PLLC ($500); Waggoner Engineering ($1,000); H20 ($1,000); and Seymour Engineering ($5,000) for Gautier's Mardi Gras Tailgate Party.

The sponsorships and grant funds from Coastal Mississippi will go towards the live band, stage and sound equipment, and promotion/advertising of the tailgate party.

RECOMMENDATION:
The Grants and Projects Department recommends that City Council accept the sponsorships from the Gulf Coast Businesses in support of Gautier's 2024 Mardi Gras Tailgate Party.

City Council may:

1. Authorize acceptance of the monetary sponsorships as presented; or
2. Not approve acceptance of the monetary sponsorships.

CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet

Council Meeting:	**February 6, 2024**
Title:	**Authorization to advertise for bids for the Utility Department Vehicles**
Introduced by:	
Contact Person/Telephone	**Ramona Morgan 497-8000**

Summary Explanation: Authorization to advertise for bids for ten (10) Utility Vehicles for performing the necessary work throughout the City.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the Public Works Department requests authorization to advertise for bid for ten (10) Utility Vehicles for performing the necessary work throughout the City; and

WHEREAS, the City opted to purchase its own equipment and fleet to reduce contract costs; and

WHEREAS, the Public Work's previous utility vehicles were left in poor condition, and inoperable from the previous authorized users. To perform the specified work for the City, the purchase of ten (10) utility vehicles is needed: 1 – 2 ½ Ton Cab Dump Truck; 2 - 1 Ton Crew Cab Work Truck; 2 - ¾ Ton Crew Cab Work Truck; 2 – ½ Ton Crew Cab Truck; 3 – ½ Ton Crew Cab Work Truck; and

WHEREAS, if approved, the advertisement will be published in the Sun Herald on February 9, 2024 and February 16, 2024. Bids will be opened on March 8, 2024 at 11am at Gautier City Hall Council Chambers; and

WHEREAS, the Mayor and Council Members hereby find that advertising for bids for ten (10) Utility Vehicles is in the best interests of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise for bids for the ten (10) Utility Vehicles for performing the necessary work throughout the City.

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 February 6, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Ramona Morgan, Public Works Director

Date: January 26, 2024

Subject: Authorization to Advertise for Bid for Utility Department Vehicles

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REQUEST:

The Public Works Department requests authorization to advertise for bid for ten (10) Utility Vehicles for performing the necessary work throughout the City.

BACKGROUND:

The City opted to purchase its own equipment and fleet to reduce contract costs.

The Public Work's previous utility vehicles were left in poor condition, and inoperable from the previous authorized users. To perform the specified work for the City, the purchase of ten (10) utility vehicles is needed: 1 – 2 ½ Ton Cab Dump Truck; 2 - 1 Ton Crew Cab Work Truck; 2 - ¾ Ton Crew Cab Work Truck; 2 – ½ Ton Crew Cab Truck; 3 – ½ Ton Crew Cab Work Truck.

DISCUSSION:

If approved, this advertisement will be published in the *Sun Herald* on February 9, and February 16, 2024. Bids will be opened on March 8, 2024, at 11 am at Gautier City Hall Council Chambers for bidders.

RECOMMENDATION:

The Public Works Department recommends that City Council authorize advertisement for bids for ten (10) Utility Vehicles for performing the necessary work throughout the City.

The City Council may:

1. Approve the advertisement, as presented; or
2. Not approve the advertisement, as presented.

ATTACHMENT(S):

1. Advertisement for bids
2. Bid Specifications

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:	**February 6, 2024**
Title:	**Authorization to advertise for bids for the Utility Department Excavators**
Introduced by:	
Contact Person/Telephone	**Ramona Morgan 497-8000**

Summary Explanation: Authorization to advertise for bids for two (2) Utility Excavators for performing the necessary work throughout the City.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the Public Works Department requests authorization to advertise for bid for two (2) Utility Excavators for performing the necessary work throughout the City; and

WHEREAS, the City opted to purchase its own equipment and fleet to reduce contract costs; and

WHEREAS, if approved, the advertisement will be published in the Sun Herald on February 9, 2024 and February 16, 2024. Bids will be opened on March 8, 2024 at 11am at Gautier City Hall Council Chambers; and

WHEREAS, the Mayor and Council Members hereby find that advertising for bids for two (2) Utility Excavators is in the best interests of the City of Gautier;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise for bids for the two (2) Utility Excavators for performing the necessary work throughout the City.

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 February 6, 2024.

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager

From: Ramona Morgan, Public Works Director

Date: January 26, 2024

Subject: Authorization to Advertise for Bid for Utility Department Excavators

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REQUEST:

The Public Works Department requests authorization to advertise for bid for two (2) Excavators for performing the necessary work throughout the City.

BACKGROUND:

The City opted to purchase its own equipment and fleet to reduce contract costs. The excavators are needed to perform the day-to-day and specified work throughout the City.

DISCUSSION:

If approved, this advertisement will be published in the *Sun Herald* on February 9, and February 16, 2024. Bids will be opened on March 11, 2024, at 11 am at Gautier City Hall Council Chambers for bidders.

RECOMMENDATION:

The Public Works Department recommends that City Council authorize advertisement for bids for two (2) Excavators for performing the necessary work throughout the City.

The City Council may:

1. Approve the advertisement, as presented; or
2. Not approve the advertisement, as presented.

ATTACHMENT(S):

1. Advertisement for bids
2. Bid Specifications

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:	**February 6, 2024**
Title:	**Receive November 2023 Finance Reports**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Receive November 2023 Finance Reports.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, Miss. Code Ann. 21-35-13 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for November 2023 are hereby received.

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

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

AYES:

NAYS:

_____
MAYOR

ATTEST:

_____
CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting February 6, 2024.

NOV 2023 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	$4,240,737.85
HB1 Modernization Act Funds	Depository Account	002-000-001	$902,882.45
ARP Fiscal Recovery Funds	Depository Account	003-000-001	$1,950,873.35
MDAH School House Grant	Depository Account	030-000-001	$20,427.43
SE MS METRO TASK FORCE	Depository Account	156-000-001	$143,022.19
U S Justice Equitable Sharing	Depository Account	157-000-001	$17,411.86
Fire Protection Fund	Depository Account	160-000-001	$401,368.22
Tidelands Grant	Depository Account	171-000-001	$20,799.49
Library Support Fund	Depository Account	172-000-001	$1,837.66
Shepard State Park Fund	Depository Account	176-000-001	$73,862.25
USDA NRCS EWP Program	Depository Account	300-000-001	$3,395.07
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	$90,748.83
Town Center Retail Dev Complex	Depository Account	309-000-001	
Solid Waste Fund	Depository Account	404-000-001	$160,135.16
EPA: Brownfields Assessment	Depository Account	409-000-001	
	General Ledger Cash Balance		$8,027,501.81
	General Depository Reconciled Cash Balance		$8,027,501.81

ENTERPRISE FUND

Fund Name		Account #	Balance
OST-GV Sewer Improvements	Enterprise Account	360-000-002	
GV-Robertsdale Sewer Imps	Enterprise Account	361-000-002	$12.00
Head Start Drainage Imp Project	Enterprise Account	370-000-002	$0.00
Animal Shelter Water Main Ext	Enterprise Account	371-000-002	($86,900.00)
Water & Sewer Utility	Enterprise Account	400-000-002	$2,980,550.67
S2023 GO Note Equipment Fund	Enterprise Account	401-000-002	$1,380,000.00
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	
	General Ledger Cash Balance		$4,273,662.67
	Enterprise Reconciled Cash Balance		$4,269,919.21

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	$1,361,759.17
HB 1353 Shepard State Park Project	Restricted Fund	177-000-001	$1,419,969.72
W&S Bond S2018-S2019: Debt Service	Debt Service Fund	250/252-000-007	$137,447.60
W&S Bond S2018-S2019: DS Reserve	Restricted Fund	251/253-000-003	$724,728.22
W&S Bond S2018-S2019: Contingency	Restricted Fund	251/253-000-005	$50,779.39
W&S Bond S2018-S2019: Depreciation	Restricted Fund	251/253-000-009	$50,779.39
S2019 MPI GO Bond DS Fund	Restricted Fund	254-000-007	$21,049.76
S2019 Construction Fund MPI GO Bond	Bond Fund	Funds 304-308	$1,089,300.18
HB Town Commons - Great Lawn	Restricted Fund	304-000-002	$1,870,359.52
MSPAC_TC Park HB1535 Project	Restricted Fund	304/309-000-004	$1,506,850.32
Inclusion Playground HB603	Restricted Fund	304-000-009	$1,000,799.77
Performing Arts Center HB603	Restricted Fund	309-000-005	$2,001,279.54
SB 2971 Amphitheater-Museum	Restricted Fund	309-000-006	$970,456.83
S2019 Cash w/ Fiscal Agent (Debt Service)	Restricted Fund	305-000-014	$133.54
W&S Bond S2018-S2019: Construction	Bond Fund	Fund 355	$3,829,775.79
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	$0.00
S2020 Utility Bond Refunding DS Reserve	Restricted Fund	498-000-003	$255,996.64
Customer Meter Deposit Funds	Restricted Fund	406-000-001	$939,138.57
	Total Bond & Restricted Reconciled Cash Balances		$17,230,603.95

NOV 2023
YEAR TO DATE TOTALS

General Fund Totals		BUDGET FY 2024	NOV 2023	Balance	16.66% % to date
	General Fund Revenues	12,478,213.00	935,854.95	11,542,358.05	7.4%
	Expenditures:				
001	Legislative	246,854.00	45,371.96	201,482.04	18.3%
010	City Court	350,763.00	43,814.81	306,948.19	12.4%
021	City Manager	282,800.00	44,127.00	238,673.00	15.6%
022	Human Resources	76,969.00	13,302.48	63,666.52	17.2%
040	City Clerk	510,208.00	84,881.04	425,326.96	16.6%
060	City Attorney	175,000.00	25,760.70	149,239.30	14.7%
090	Economic Dev - Planning	520,795.00	73,836.81	446,958.19	14.1%
092	Building & General Expenses	1,297,845.00	520,160.49	777,684.51	40.0%
094	Grants & Project Admin	233,964.00	33,877.28	200,086.72	14.4%
100	Police	4,549,148.00	650,863.57	3,898,284.43	14.3%
161	Fire	3,057,931.00	466,872.13	2,591,058.87	15.2%
170	Recreation	808,414.00	113,059.57	695,354.43	13.9%
201	PW: Streets	734,800.00	11,406.56	723,393.44	1.5%
205	PW: Maintenance	392,996.00	57,829.64	335,166.36	14.7%
680	Debt Service	87,454.00	0.00	87,454.00	
900	Interfund Transfers	771,132.00	0.00	771,132.00	
	General Fund Expenditures	14,097,073.00	2,185,164.04	11,911,908.96	15.5%
	Total Operating Expenditures	12,930,778.00	2,156,110.75	10,774,667.25	
	Total Capital Outlay Expenditures	171,500.00	29,053.29	142,446.71	
	Total Debt Service	223,663.00	0.00	223,663.00	
	Total Transfers Out	771,132.00	0.00	771,132.00	
	Total Unappropriated	0.00	0.00	0.00	
	Check Total	14,097,073.00	2,185,164.04	11,911,908.96	
	Personnel	9,289,832.00	1,441,753.34	7,848,078.66	
	Supplies	686,211.00	62,873.47	623,337.53	
	Other Services	2,954,735.00	651,483.94	2,303,251.06	
	Capital Outlay	171,500.00	29,053.29	142,446.71	
	Debt Service	223,663.00	0.00	223,663.00	
	Interfund Transfers for DS	771,132.00	0.00	771,132.00	
	Unappropriated	0.00	0.00	0.00	
	Check Total	14,097,073.00	2,185,164.04	11,911,908.96	

NOV 2023
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2023	As of NOV 2023	Balance	*16.66% % to date*
002 HB1 Modernization Funds				
Revenues	1,123,294.00		1,123,294.00	
Expenditures	2,026,176.45		2,026,176.45	
003 ARP FEDERAL FUNDS SLFR22621				
Revenues	3,932,809.75		3,932,809.75	
Expenditures	5,884,118.49		5,884,118.49	
004 Amphitheater Venue Fund				
Revenues	555,000.00		555,000.00	
Expenditures	555,000.00		555,000.00	
030 MDAH 2014 Community Heritage				
Revenues	74,577.00		74,577.00	
Expenditures	95,004.43		95,004.43	
130 $7M GO Bond - Capital Improvements				
Revenues	4,368,687.22	1,021.27	4,367,665.95	
Expenditures	5,597,535.75		5,597,535.75	
156 SE MS METRO TASK FORCE				
Revenues	0.00	50,000.00	(50,000.00)	
Expenditures	119,655.00	27,908.24	91,746.76	*23.3%*
157 US Justice Equitable Sharing				
Revenues	0.00		0.00	
Expenditures	13,434.43		13,434.43	
160 Fire Protection Fund				
Revenues	543,000.00		543,000.00	
Expenditures	629,500.00		629,500.00	
171 Combined Tidelands Grant				
Revenues	840,695.11	71,247.27	769,447.84	*8.4%*
Expenditures	799,895.33	9,648.00	790,247.33	*1.2%*
172 Library Support Fund				
Revenues	129,119.00	3,647.58	125,471.42	*2.8%*
Expenditures	129,119.00	1,809.92	127,309.08	*1.4%*
173 Fairway Boat Launch - Tidelands				
Revenues	250,000.00		250,000.00	
Expenditures	250,000.00		250,000.00	
176 Shepard State Park				
Revenues	180,570.00	33,444.40	147,125.60	*18.5%*
Expenditures	197,515.00	19,671.40	177,843.60	*9.9%*

NOV 2023
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2023	As of NOV 2023	Balance	*16.66% % to date*
177 HB1353 Local Imps: Shepard				
Revenues	500.00	1,080.49	(580.49)	*216.0%*
Expenditures	1,446,824.48	27,520.00	1,419,304.48	*1.9%*
250 2018 W&S Bond Debt Service				
Revenues	290,350.00	48,114.84	242,235.16	*16.5%*
Expenditures	286,318.76	60,659.38	225,659.38	*21.1%*
251 2018 W&S Bond Debt Serv Reserve				
Revenues	11,440.00	268.96	11,171.04	*2.3%*
Expenditures	1,950.00		1,950.00	
252 2019 W&S Bond Debt Service				
Revenues	387,300.00	64,123.03	323,176.97	*16.5%*
Expenditures	379,181.25	306,531.25	72,650.00	*80.8%*
253 2019 W&S Bond Debt Serv Reserve				
Revenues	11,750.00	350.71	11,399.29	*2.9%*
Expenditures	2,700.00		2,700.00	
254 S2018 MPI GO Bond Debt Service				
Revenues	298,060.00	15.78	298,044.22	
Expenditures	298,431.26		298,431.26	
255 S2020 Refnd GO Bond Debt Service				
Revenues	472,700.00		472,700.00	
Expenditures	472,700.00		472,700.00	
300 USDA-NRCS EWP				
Revenues	149,362.50		149,362.50	
Expenditures	151,800.00		151,800.00	
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	0.00		0.00	
Expenditures	90,748.83		90,748.83	
304 Town Commons Park Project				
Revenues	213,000.00	2,418.34	210,581.66	*1.1%*
Expenditures	5,960,635.99	1,185,781.86	4,774,854.13	*19.8%*
305 S2019 MPI GO Bond Construction Fund				
Revenues	1,200.00	833.53	366.47	*69.4%*
Expenditures	25,000.00		25,000.00	
309 Town Center: MS Songwriters PA Center				
Revenues	3,600.00	2,872.37	727.63	*79.7%*
Expenditures	4,508,320.64		4,508,320.64	

NOV 2023
YEAR TO DATE TOTALS

Special Funds	BUDGET FY 2023	As of NOV 2023	Balance	*16.66% % to date*
355 Water Supply & Treatment Plant				
Revenues	6,000.00	2,877.68	3,122.32	*47.9%*
Expenditures	3,848,023.20	5,737.00	3,842,286.20	*0.1%*
356 Lark Water Treatment Plant				
Revenues	2,770,000.00		2,770,000.00	
Expenditures	2,770,000.00		2,770,000.00	
361 GV-Robertsdale Sewer Imps				
Revenues	385,988.73	347,090.28	38,898.45	*89.9%*
Expenditures	0.00		0.00	
362 Hickory Hill Wtr Qty-Stormwater				
Revenues	2,973,981.00		2,973,981.00	
Expenditures	2,973,981.00		2,973,981.00	
370 Head Start Drainage Improvements				
Revenues	226,908.95	193,206.08	33,702.87	*85.1%*
Expenditures	74,039.01		74,039.01	
371 Animal Shelter Water Main Extension				
Revenues	282,075.50	95,424.00	186,651.50	*33.8%*
Expenditures	102,300.00		102,300.00	
401 S2023 GO Note Equipment Fund				
Revenues	0.00	1,380,000.00	(1,380,000.00)	
Expenditures	0.00	0.00	0.00	
404 Solid Waste Fund				
Revenues	1,587,600.00	261,089.67	1,326,510.33	*16.4%*
Expenditures	1,586,388.00	211,545.60	1,374,842.40	*13.3%*
498 DSR Fund: 2020 UTY Bond Refunding				
Revenues	600.00	191.99	408.01	*31.9%*
Expenditures	0.00		0.00	

NOV 2023
YEAR TO DATE TOTALS

ENTERPRISE FUND (400)

	BUDGET FY 2024	NOV 2023	Balance	16.66% % to date
Utility Fund Revenues	10,841,375.00	1,742,398.66	9,098,976.34	16.0%
Administration	3,920,970.00	571,967.01	3,349,002.99	14.5%
Water & Sewer O & M	3,818,072.00	516,451.46	3,301,620.54	13.5%
Debt Service	1,069,872.00	107,501.72	962,370.28	10.0%
Transfers	1,792,000.00	112,000.00	1,680,000.00	6.2%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	10,800,914.00	1,307,920.19	9,492,993.81	12.1%
Total Operating Expenditures	*7,535,042.00*	*1,088,418.47*	*6,446,623.53*	
Total Capital Outlay Expenditures	*204,000.00*	*0.00*	*204,000.00*	
Total Debt Service	*1,069,872.00*	*107,501.72*	*962,370.28*	
Total Interfund Transfers	*1,792,000.00*	*112,000.00*	*1,680,000.00*	
Total Contingency Expenditures	*200,000.00*	*0.00*	*200,000.00*	
Check Total	*10,800,914.00*	*1,307,920.19*	*9,492,993.81*	
Personnel	*560,570.00*	*88,380.22*	*472,189.78*	
Supplies	*313,000.00*	*21,179.93*	*291,820.07*	
Other Services	*6,661,472.00*	*978,858.32*	*5,682,613.68*	
Capital Outlay	*204,000.00*	*0.00*	*204,000.00*	
Debt Service	*1,069,872.00*	*107,501.72*	*962,370.28*	
Interfund Transfers	*1,792,000.00*	*112,000.00*	*1,680,000.00*	
Contingencies	*200,000.00*	*0.00*	*200,000.00*	
Check Total	*10,800,914.00*	*1,307,920.19*	*9,492,993.81*	

CITY OF GAUTIER
Consent Agenda Item #10
Fact Sheet

Council Meeting:	**February 6, 2024**
Title:	**Approval of water and sewer adjustments for February 2024 in the amount of $28,221.03**
Introduced by:	
Contact Person/Telephone	**Ramona Morgan 497- 8000**

Summary Explanation: Approval of water and sewer adjustments for February 2024 in the amount of $28,221.03

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

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

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

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated February 2024 in the amount of $28,221.03 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 February 6, 2024.

	FEBRUARY 2024 UTILITY ADJUSTMENTS							
	THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
		100	400	195	130	800		REASON FOR
CUSTOMER NAME	ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
	001-08611-001	455.00	602.50	35.00			1,092.50	Line in yard
	001-14601-001	44.27	133.76				178.03	Theft of Utilities
	003-01201-001	730.28	967.02	105.00			1,802.30	Theft of Utilities
	005-20801-000	256.21	570.08	70.00			896.29	Behind Walls
	013-02551-000	1,116.30	1,765.43	105.00			2,986.73	Line in yard
	013-72101-000	67.21	138.58				205.79	Outside Spigot
	016-01701-002	407.05	539.00	70.00			1,016.05	Theft of Utilities
	020-10101-000	157.39	308.36	105.00			570.75	Water Heater
	021-00101-001	147.24	194.98	35.00			377.22	Theft of Utilities
	021-15001-002	603.95	1,029.11		500.00	77.28	2,210.34	Theft of Utilities
	029-01001-000	41.82	63.14	105.00			209.96	Water Heater
	029-13101-010	676.80	1,466.95	140.00			2,283.75	Behind Walls
	039-09601-000	133.04	243.90	105.00			481.94	Outside Spigot
	039-10401-002	130.72	268.82	70.00			469.54	Behind Walls
	047-22901-000	168.22	230.75	70.00			468.97	Outside Spigot
	050-02301-001	448.55	310.56	210.00			969.11	Behind Walls
	050-11601-001	486.17	1,210.18	70.00			1,766.35	Line in yard
	065-00301-000	42.55	76.52	35.00			154.07	Line in yard
	071-06601-002	285.34	585.37	70.00			940.71	Under Slab
	074-01901-006		303.25				303.25	Busted Pipe
	080-02601-000	61.56	126.89	35.00			223.45	Line in yard
	080-07201-000	234.78	549.48	70.00			854.26	Under Slab
	080-16901-003	237.46	583.81	70.00			891.27	Line in yard
	095-17001-003	65.56	95.19	70.00			230.75	Busted Pipe
	098-15501-006	88.23	121.82	35.00			245.05	Outside Spigot
	105-04101-000	237.38	491.75	105.00			834.13	Line in yard
	116-00501-000	29.12	55.79	35.00			119.91	Line in yard
	116-21001-000		344.75				344.75	Pool Fill
	116-25601-001	139.42	296.91				436.33	Line in yard
	116-27401-000	42.68	88.69	70.00			201.37	Water Heater
	119-37401-001	33.63	41.33	35.00			109.96	Outside Spigot
	130-03901-001		14.58	35.00			49.58	Outside Spigot
	139-01401-001	91.28	205.57	70.00			366.85	Theft of Utilities
	139-12401-001	91.25	137.54				228.79	Water Heater
	139-17301-000		203.17	35.00			238.17	Pool Fill
	139-29101-002		166.65	70.00			236.65	Pool Fill
	139-32601-000		165.93	70.00			235.93	Pool Fill
	139-45601-000	238.30	518.06	105.00			861.36	Behind Walls
	139-45651-003	99.83	203.47	105.00			408.30	Water Heater
	139-45851-004	63.52	100.36				163.88	Water Heater
	139-47801-005	667.84	748.80	140.00			1,556.64	Leak at meter
	TOTAL	8,819.95	16,268.80	2,555.00	500.00	77.28	28,221.03	
	COMPLETED							

CITY OF GAUTIER
Consent Agenda Item #11
Fact Sheet

Council Meeting:	**February 6, 2024**
Title:	**Authorization to remove broken office equipment from the City of Gautier's inventory**
Introduced by:	
Contact Person/Telephone	**Teresa Montgomery 497-8000**

Summary Explanation: Authorization to remove broken office equipment from the City of Gautier's Inventory

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

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

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

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

Action Taken:

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

RESOLUTION NUMBER 000-2024

RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING BROKEN OFFICE EQUIPMENT FROM THE CITY OF GAUTIER'S INVENTORY

WHEREAS, the City Clerk Department is requesting the following office equipment be removed from inventory and declared surplus:

- 6 Shure SM58 Microphones - asset numbers 3138-3144
- Stalker radio – asset number 1125
- Motorola Mobile Radio – asset number 1376

WHEREAS, the Mayor and Members of the Council have determined that given the condition, this equipment has no value, and therefore removal from inventory and declared surplus is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the office equipment described above is hereby removed from inventory and declared surplus.

BE IT, FURTHER, RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary for this purpose.

The motion to approve the foregoing resolution was made by **BLANK,** seconded by **BLANK,** and the following vote was recorded:

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 6th of February, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

CITY OF GAUTIER
MEMORANDUM

To: Paula Yancey, City Manager
From: Sherry Farabee, Deputy City Clerk
Date: 01/30/2024
Subject: Authorization to remove broken equipment from the City of Gautier's inventory

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REQUEST:
City Council authorization is requested by the City Clerk's Department to remove the following items from the City of Gautier's inventory and discard or surplus. Asset numbers 31.38-3144, 6 old Shure SM58 Microphones, asset number 1125, Stalker Radio and asset number 1376, Motorola Mobile Radio.

BACKGROUND:
The City Clerk's department has determined that these items are no longer in working order or outdated, and they have been replaced. Removal from inventory is in the best interest of the City of Gautier.

DISCUSSION:
None.

RECOMMENDATION:
The City Staff recommends that City Council authorize the removal of these items from inventory so the inventory spreadsheet may be updated.

ATTACHMENTS:

CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
February 6, 2024

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES: