

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

I. Call to Order

1. Prayer
2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Tasty Thursday will be February 22nd, starting at 11am at the former Singing River Mall Property.
2. City of Gautier's Outdoor Movie Night, featuring Super Mario Bros. Movie, will be March 1st, starting at 6:00pm at the former Singing River Mall Property.
3. City of Gautier's Easter Egg Hunt will be Saturday, March 9th from 12pm until 4pm at the former Singing River Mall Property.

IV. Presentation Agenda

1. Arbor Day and Tree Planting Week Proclamation

V. Business Agenda

1. Authorization to acknowledge bids and award the contract for landscaping services at City of Gautier's Amphitheater and Roundabout

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Authorization to acknowledge bids and award the contract for landscaping services at City of Gautier Entrance Signs

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Authorization to acknowledge bids and award the contract for landscaping services for twelve (12) flowerbeds along Highway 90

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Authorization to acknowledge bids and award the contract for landscaping services for two (2) flowerbeds along Southside Highway 90 and Gautier Vancleave Road

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Consideration of a Special Exception that would allow an expansion of an existing Child Care Center, Commercial, located in a R-1 Low Density Single Family Residential Zoning District (GPC #24-05-SE)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Consider a request for a one-foot (1') variance to fence height requirements in a R-1 Low Density Single-family Residential Zoning District located at 725 Graveline Road, Gautier, MS (GPC #24-06-VAR)

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

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

1. Approval of Minutes from Regular Council Meeting held February 6, 2024
2. Receive January 2024 Privilege License Reports
3. Approval of the Renewal of an agreement between LexisNexis and the City of Gautier
4. Approval of a request from Mississippi Gulf Coast Community College for the use of four (4) portable lights
5. Authorization to accept a donation of an original oil painting by Willie Dees to the City of Gautier as a gift from Susan and Ralph Parol

VII. STUDY AGENDA

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

Adjourn until March 5, 2024 at 6:30pm

www.gautier-ms.gov

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

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Tasty Thursday will be February 22nd, starting at 11am at the former Singing River Mall Property.
2. City of Gautier's Outdoor Movie Night, featuring Super Mario Bros. Movie, will be March 1st, starting at 6:00pm at the former Singing River Mall Property.
3. City of Gautier's Easter Egg Hunt will be Saturday, March 9th from 12pm until 4pm at the former Singing River Mall Property.

NOTES:



GAUTIER PRESENTS

TASTY

THURSDAY!

FEB 22

11 AM



GOOD EATS FROM AWESOME

FOOD TRUCKS

**KEEPIN IT TASTY, BURGER BOX, FRANKIE FAYE'S ,
MEATBAWLS, LOS SARAPES, THE PEANUT MAN, SUGAR
BEANS, MANN'S KETTLE CORN, NORWOOD'S, MANNA TIME,
SALTY JAX, MAMA RED'S GRILL, EMERALD TEA CO.
KICKIN' LICKIN' GOOD, DA DADOS, POOR BOYZ,
BLAZIN WOK, SUGAR BRICHES**

SINGING RIVER MALL PROPERTY

2800 HWY 90 GAUTIER, MS

CITY OF GAUTIER OUTDOOR MOVIE NIGHT



FRIDAY MARCH 1ST 6:00 PM

BRING YOUR LAWN CHAIRS & BLANKETS AND ENJOY A MOVIE ON THE BIG SCREEN
BACOT PARK 2300 LADNIER RD GAUTIER, MS



City of Gautier 13th Annual

EASTER EGG HUNT

Saturday , March 9th
Former Singing River Mall Property
12:00-4:00 P.M.

Easter Egg Hunt Ages 1-10

*Pictures w/ Easter Bunny, Easter Egg Hunt, Carnival Rides,
Food Trucks and Childrens Crafts*



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

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. Arbor Day and Tree Planting Week Proclamation

NOTES:



City of Gautier Proclamation For Arbor Day

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and world, and

WHEREAS, “National Arbor Day” is recognized in April. However, Mississippi honors Arbor Day on the second Friday in February; and

WHEREAS, additionally, Governor Reeves has proclaimed February 9th – 15th as Tree Planting Week across the state; and

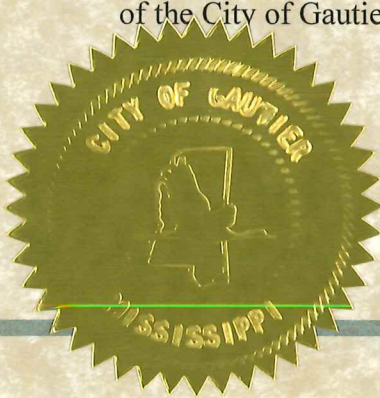
WHEREAS, the benefits of forestry to Mississippi include a \$13.1 billion contribution to the state’s economy, more than 62,000 jobs, and an average of \$10 million toward education through Public School Trust (16th Section) Land timber sale revenue; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE BE IT ENACTED by the City of Gautier, Mississippi, do hereby proclaim February 9, 2024 as “**ARBOR DAY**” and February 9th – 15th as Tree Planting Week and urge all Citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and to plant trees to gladden the heart and promote the well-being for this and other generations.

IN TESTIMONY WHEREOF, I have given under my hand and the seal of the City of Gautier, Mississippi this the **20th day of February. 2024.**



Casey Vaughan, Mayor

CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet

Council Meeting:

February 20, 2024

Title:

Authorization to acknowledge bids and award the contract for landscaping services at City of Gautier's Amphitheater and Roundabout

Introduced by:

Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Authorization to acknowledge receipt of two bids for landscaping services at City of Gautier's Amphitheater and Roundabout and award the contract to the lowest and best bidder, Ridgdell Brothers, Inc., in an amount not to exceed \$44,350.00.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the City of Gautier has requested bids for landscaping services at City of Gautier's Amphitheater and Roundabout at Dolphin and William Payne Adams; and

WHEREAS, two (2) bids were received by the City, which are hereby acknowledged; and

WHEREAS, the City of Gautier performed a complete review of the bids, including a check of all provided references and other relevant criteria, and recommends awarding the contract to Ridgdell Brothers, Inc. as the lowest and best bid, in amount not to exceed \$44,350.00; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to Ridgdell Brothers, Inc in the amount not to exceed \$44,350.00; and

WHEREAS, the Mayor and Council Members hereby find that, based on all relevant criteria and the bases outlined therein, that Ridgdell Brothers, Inc, has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Ridgdell Brothers, Inc. for landscaping services at City of Gautier's Amphitheater and Roundabout at Dolphin and William Payne Adams 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 20, 2024.

ESTIMATE

Ridgdell Bros. Inc.
12215 Highway 57
Vanceleave, MS 39565

Rbi.ms.us@gmail.com
+1 (228) 283-5061



The City of Gautier

Bill to
The City of Gautier

Ship to
The City of Gautier

Estimate details

Estimate no.: 1082

Estimate date: 01/22/2024

#	Product or service	SKU	Qty	Rate	Amount
1.	Sales Lawn Maintenance Amphitheater Roundabout at Dolphin and William Payne Adams 26x a year Bed Maintenance to include the following: Mulch Maintenance-2 times per year. Trash clean out Weeding Grass cutting at the Amphitheater.		1	\$44,350.00	\$44,350.00
Total					\$44,350.00



Gulf Land Services LLC

Stephen Monk
14824 Burrell rd Vancleave,
Mississippi, 39565
2289908558
steviemonk10@yahoo.com

GULF LAND SERVICES LLC

INV51

DATE

01/23/2024

BALANCE DUE

USD \$46,320.00

BILL TO

Cbilbo

cbilbo@gautier-ms.gov

DESCRIPTION	RATE	QTY	AMOUNT
Quote 2	\$46,320.00	1	\$46,320.00

Roundabout at dolphin and william payne adams

26x a year

Bed maintenance to include the following :

Mulch maintenance 2x a year

Trash clean out

Weeding

Grass cutting At amphitheater

TOTAL \$46,320.00

BALANCE DUE **USD \$46,320.00**

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

Council Meeting:

February 20, 2024

Title:

Authorization to acknowledge bids and award the contract for landscaping services at City of Gautier Entrance Signs

Introduced by:

Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Authorization to acknowledge receipt of two bids for landscaping services at the three (3) City of Gautier Entrance Signs and award the contract to the lowest and best bidder, Ridgdell Brothers, Inc., in an amount not to exceed \$12,080.00.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the City of Gautier has requested bids for landscaping services at the three (3) City of Gautier's Entrance Signs; and

WHEREAS, on or before January 22, 2024, two (2) bids were received by the City, which is hereby acknowledged; and

WHEREAS, the City of Gautier performed a complete review of the bids, including a check of all provided references and other relevant criteria, and recommends awarding the contract to Ridgdell Brothers, Inc. as the lowest and best bid, in amount not to exceed \$12,080.00; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to Ridgdell Brothers, Inc in the amount not to exceed \$12,080.00; and

WHEREAS, the Mayor and Council Members hereby find that, based on all relevant criteria and the bases outlined therein, that Ridgdell Brothers, Inc, has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Ridgdell Brothers, Inc for landscaping services at the three (3) City of Gautier Entrance Signs 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 20, 2024.

ESTIMATE

Ridgdell Bros. Inc.
12215 Highway 57
Vanceleave, MS 39565

Rbi.ms.us@gmail.com
+1 (228) 283-5061



The City of Gautier

Bill to
The City of Gautier

Ship to
The City of Gautier

Estimate details

Estimate no.: 1092
Estimate date: 01/24/2024

#	Product or service	SKU	Qty	Rate	Amount
1.	Sales Lawn Maintenance 3 City Entrance Sign Beds 26x a year Bed Maintenance to include the following: Mulch Maintenance-2 times per year. Trash clean out Weeding Annual Color-2 times per year.		1	\$12,080.00	\$12,080.00
Total					\$12,080.00



Gulf Land Services LLC

Stephen Monk
14824 Burrell rd Vancleave,
Mississippi, 39565
2289908558
steviemonk10@yahoo.com

GULF LAND SERVICES LLC

INV58

DATE

01/23/2024

BALANCE DUE

USD \$13,150.00

BILL TO

Cbilbo

cbilbo@gautier-ms.gov

DESCRIPTION	RATE	QTY	AMOUNT
Quote 4	\$13,150.00	1	\$13,150.00

3 city entrance sign beds

26x a year

Bed maintenance to include the following :

Mulch maintenance 2x a year

Trash clean out

Weeding

Annual color 2x per year

TOTAL \$13,150.00

BALANCE DUE USD \$13,150.00

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

Council Meeting:

February 20, 2024

Title:

Authorization to acknowledge bids and award the contract for landscaping services for twelve (12) flowerbeds along Highway 90

Introduced by:

Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Authorization to acknowledge receipt of two bids for landscaping services for twelve (12) flowerbeds along Highway 90 and to award the contract to the lowest and best bidder, Ridgdell Brothers, Inc., in an amount not to exceed \$11,800.00.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the City of Gautier has requested bids for landscaping services for twelve (12) flowerbeds along Highway 90; and

WHEREAS, on or before January 22, 2024, two (2) bids were received by the City, which is hereby acknowledged; and

WHEREAS, the City of Gautier performed a complete review of the bids, including a check of all provided references and other relevant criteria, and recommends awarding the contract to Ridgdell Brothers, Inc. as the lowest and best bid, in an amount not to exceed \$11,800.00; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to Ridgdell Brothers, Inc. in the amount not to exceed \$11,800.00; and

WHEREAS, the Mayor and Council Members hereby find that, based on all relevant criteria and the bases outlined therein, that Ridgdell Brothers, Inc., has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Ridgdell Brothers, Inc. for landscaping services for twelve (12) flowerbeds along highway 90 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 20, 2024.

ESTIMATE

Ridgdell Bros. Inc.
12215 Highway 57
Vancleave, MS 39565

Rbi.ms.us@gmail.com
+1 (228) 283-5061



The City of Gautier

Bill to
The City of Gautier

Ship to
The City of Gautier

Estimate details

Estimate no.: 1081
Estimate date: 01/22/2024

#	Product or service	SKU	Qty	Rate	Amount
1.	Sales Lawn Maintenance Highway 90/Ladnier Road (2beds) Gautier Vancleave Road/Highway 90 (4beds) McDonald's/former SR Mall Burger King/Dolphin 26x a year Bed Maintenance to include the following: Mulch Maintenance-2 times per year. Trash Clean Out Weeding		1	\$11,800.00	\$11,800.00
Total					\$11,800.00



Gulf Land Services LLC

Stephen Monk
14824 Burrell rd Vancleave,
Mississippi, 39565
2289908558
steviemonk10@yahoo.com

GULF LAND SERVICES LLC

INV50

DATE

01/23/2024

BALANCE DUE

USD \$12,720.00

BILL TO

Cbilbo

cbilbo@gautier-ms.gov

DESCRIPTION	RATE	QTY	AMOUNT
Quote 1	\$12,720.00	1	\$12,720.00

Highway 90/landier road (2beds)

Gautier vancleave road/highway 90 (4beds)

Mcdonalds/former sr mall

Burger king/dolphin

26x a year

Bed maintenance to include the following :

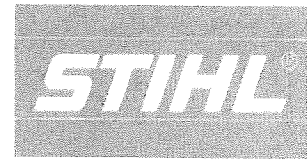
Mulch maintenance 2x a year

Trash clean out

Weeding

TOTAL **\$12,720.00**

BALANCE DUE **USD \$12,720.00**



LAWN CARE NEAR ME LLC.

OWNER/OPERATOR: NATHAN BOSARGE

PHONE: 228-217-3663

Customer Name: City of Gautier

Quote Date: 01/24/2024

Quote includes 4 flowerbeds at the intersection of highway 90 and Gautier Vancleave Rd, and 2 flower beds at the north intersection of highway 90 and Ladnier road, 2 flower beds and 2 medians on the south border of the mall property and 2 beds at the north intersection of Dauphin Dr. and highway 90. (12 total beds)

BASIC ONE TIME SERVICE

SERVICE	TOTAL (LCNM Mulch)
Adding New Mulch	\$1800.00
Lawn care Near Me Provides Mulch	\$1000.00
Grand Total	\$2800.00

MONTHLY CONTRACT SERVICES

SERVICE	QUANTITY	TOTAL
Flower beds less than 400 SF (\$75 each)	6	\$450.00
Flower beds greater than 400 SF and Less than 2000 SF (150 each)	6	\$900.00
Total		\$1350.00

Quote is valid until 02/24/2024.

\$16,200.00

Work will be scheduled within 28 days of conformation from customer.

Thank you for your consideration, if you have any questions pleased don't hesitate to call.

Respectfully,

Nathan Bosarge

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

Council Meeting:

February 20, 2024

Title:

Authorization to acknowledge bids and award the contract for landscaping services for two (2) flowerbeds along Southside Highway 90 and Gautier Vancleave Road

Introduced by:

Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Authorization to acknowledge receipt of two bids for landscaping services for two (2) flowerbeds along Southside Highway 90 and Gautier Vancleave Road and to award the contract to the lowest and best bidder, Ridgdell Brothers, Inc., in an amount not to exceed \$7,380.00.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the City of Gautier has requested bids for landscaping services for two (2) flowerbeds along the Southside of Highway 90 and Gautier Vancleave Road; and

WHEREAS, on or before January 22, 2024, two (2) bids were received by the City, which are hereby acknowledged; and

WHEREAS, the City of Gautier performed a complete review of the bids, including a check of all provided references and other relevant criteria, and recommends awarding the contract to Ridgdell Brothers, Inc. as the lowest and best bid, in amount not to exceed \$7,380.00; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award the contract to Ridgdell Brothers, Inc in the amount not to exceed \$7,380.00; and

WHEREAS, the Mayor and Council Members hereby find that, based on all relevant criteria and the bases outlined therein, that Ridgdell Brothers, Inc, has submitted the lowest and best bid; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the award and execution of a contract with Ridgdell Brothers, Inc for landscaping services for two (2) flowerbeds along the southside of highway 90 and Gautier Vancleave Road 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 20, 2024.

ESTIMATE

Ridgdell Bros. Inc.
12215 Highway 57
Vanceleave, MS 39565

Rbi.ms.us@gmail.com
+1 (228) 283-5061



The City of Gautier

Bill to
The City of Gautier

Ship to
The City of Gautier

Estimate details
Estimate no.: 1083
Estimate date: 01/22/2024

#	Product or service	SKU	Qty	Rate	Amount
1.	Sales Lawn Maintenance South side of Highway 90 @ Gautier Vanceleave Road (2beds) in front of Domino's and Walgreens. 26x a year Bed Maintenance to include the following: Mulch maintenance -2 times per year. Trash clean out Weeding		1	\$7,380.00	\$7,380.00
Total					\$7,380.00



Gulf Land Services LLC

Stephen Monk
14824 Burrell rd Vancleave,
Mississippi, 39565
2289908558
steviemonk10@yahoo.com

GULF LAND SERVICES LLC

INV51

DATE

01/23/2024

BALANCE DUE

USD \$7,740.00

BILL TO

Cbilbo

cbilbo@gautier-ms.gov

DESCRIPTION	RATE	QTY	AMOUNT
Quote 3	\$7,740.00	1	\$7,740.00

South side of highway 90 @ gautier vancleave road (2beds) in
front of dominos and walgreens

26x a year

Bed maintenance to include the following :

Mulch maintenance 2x a year

Trash clean out

Weeding

TOTAL **\$7,740.00**

BALANCE DUE **USD \$7,740.00**

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

Council Meeting:

February 20, 2024

Consideration of a Special Exception that would allow additional parking and a playground area for an existing Child Care Center, Commercial, located in a R-1 Low Density Single Family Residential Zoning District (GPC #24-05-SE)

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Special Exception that would allow additional parking and a playground area for an existing Child Care Center, Commercial, located in a R-1 Low Density Single Family Residential Zoning District at 3005 Holly Drive (PID #85455022.000) (GPC #24-05-SE)

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

**CITY OF GAUTIER
SPECIAL EXCEPTION PERMIT
GPC CASE NO. 24-05-SE
3005 HOLLY DRIVE – SPECIAL EXCEPTION THAT WOULD
ALLOW AN EXPANSION OF AN EXISTING CHILD CARE
CENTER, COMMERCIAL IN A R-1 LOW DENSITY SINGLE
FAMILY RESIDENTIAL ZONING DISTRICT
REGARDING PARCEL ID NO: 85455022.000**

WHEREAS, an application for a Special Exception Permit that would allow an additional parking and a playground area for an existing child care center in R-1 Low Density Single Family Residential Zoning District was submitted by Jackie Conerly dba Divine Inspirations Learning Center; and

WHEREAS, the City Council hereby finds that the proposed use, classified as a child care center, commercial, requires a Special Exception Permit in the R-1 Low Density Single Family Residential Zoning District; and

WHEREAS, the parcel subject to this Permit is located at 3005 Holly Drive; and

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

WHEREAS, the Planning Commission considered testimony and exhibits presented by the applicant, the report of the City Staff and all relevant evidence, and recommended to approve the permit, which includes additional parking and playground area, with the following requirements and restrictions:

1. A six- foot privacy fence be installed on the three sides that abut other properties.
2. All three sides, and the front sixty-six feet of Lot 27, shall also have a five- foot sound buffer per the UDO.
3. No overnight vehicles in front of the building.
4. The shed currently in front of the building must be moved behind the front plane of the structure.
5. The parking square footage must meet requirements of a commercial daycare.
6. No dumpster is allowed on the property.
7. The sound buffer on the rear must have mature growth of ten feet.

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

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

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

IT IS THEREFORE ORDERED that the Mayor and City Council (accepts or denies) the recommendation of the Planning Commission and (approves or denies) the application submitted by Jackie Conerly dba Divine Inspirations Learning Center on February 1, 2024 for a Special Exception Permit.

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 02/13/2024
Subject: Consider a request for a Special Exception that would allow an expansion of an existing Child Care Center, Commercial, located in a R-1 Low Density Single-Family Residential Zoning District. 3005 Holly Drive, (GPC #24-05-SE)

REQUEST:

The Planning Department has received a request from Jackie Conerly dba Divine Inspirations Learning Center for a Special Exception that would allow an expansion of an existing Child Care Center, Commercial, located in a R-1 Low Density Single-Family Residential Zoning District at 3005 Holly Drive. PID #85455022.000 & #85455024.000 (GPC #24-05-SE). The application fee of \$250 was paid on January 11, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.
Location: 3005 Holly Drive, PID #85455022.000 & #85455024.000 (See Exhibit A)
General features of the proposed project: Existing Daycare
Total Lot Size (both lots): approximately 0.71 acres
Potable Water and Wastewater Services: Existing at current location
Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
Current Surrounding Existing Land Use (See Exhibit C): Vacant, and Very Low to Low Density Residential.
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: Existing daycare has been here in Gautier over 20 years.

Staff Finding: There are other Child Care facilities currently operating within this 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: Existing daycare has been here in Gautier for over 20 years.

Staff Finding: The existing daycare has been at this location for many years. Staff's opinion is that approval of the request may not negatively affect the neighborhood as long as any such expansion will not result in an increase in traffic to and from the facility.

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

Applicant Response: Existing daycare. Proposed for safety of the children and parking for employees.

Staff Finding: None

DETERMINATION OF APPLICABLE LAW:

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

(Section 4.14 of the UDO).

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

A Special Exception is required for uses not ordinarily permitted in a specific zoning district. Special Exceptions are not permitted by right, and may only be granted when certain criteria are established. (4.16.4) Special Exceptions do not run with the land, and may be revoked by the Planning Department if any of the following circumstances are discovered:

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION:

The Planning Commission recommends that City Council approve the Special Exception with the following changes: 1) a six foot privacy fence be installed on the three sides that abut other properties. All three sides, and the front sixty-six feet of Lot 27, shall also have a five foot sound buffer per the UDO, 2) no overnight vehicles in front of the building, 3) the shed currently in front of the building must be moved behind the front plane of the structure, 4) the parking square footage must meet requirements of a commercial daycare, 5) no dumpster is allowed on the property, and 6) the sound buffer on the rear must have mature growth of ten feet.

The City Council may:

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

ATTACHMENTS:

1. Excerpt GPC Meeting 2.1.24 (#24-05-SE)
2. Complete Packet 24-05-SE

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

The Planning Department has received a request for a Special Exception that would allow an expansion of an existing Child Care Center, Commercial, located in a R-1 Low Density Single-Family Residential Zoning District. 3005 Holly Drive, (GPC #24-05-SE)

Scott Ankerson, Planning Director, gave a brief overview of the case. He stated that the applicant was proposing expansion of the current use. The current use is a daycare and is grandfathered in because it has been there for several years. The Unified Development Ordinance (UDO) does not allow a daycare by right in a R-1 District, therefore the applicant needs a Special Exception to expand. Upon expanding the daycare would be able to remain as long as it stayed occupied and did not go vacant for more than 180 days. The applicant would like to add a playground area that would include an area for hopscotch and basketball, and a parking area for employees. There will be no expansion of the existing daycare building.

REQUEST:

The Planning Department has received a request from Jackie Conerly dba Divine Inspirations Learning Center for a Special Exception that would allow an expansion of an existing Child Care Center, Commercial, located in a R-1 Low Density Single-Family Residential Zoning District at 3005 Holly Drive. PID #85455022.000 & #85455024.000 (GPC #24-05-SE). The application fee of \$250 was paid on January 11, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.

1. Location: 3005 Holly Drive, PID #85455022.000 & #85455024.000 (See Exhibit A)
2. General features of the proposed project:
 - Existing Daycare
 - Total Lot Size (both lots): approximately 0.71 acres
3. Potable Water and Wastewater Services: Existing at current location
4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
5. Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
6. Current Surrounding Existing Land Use (See Exhibit C): Vacant, and Very Low to Low Density Residential.

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: Existing daycare has been here in Gautier over 20 years.

Staff Finding: There are other Child Care facilities currently operating within this 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: Existing daycare has been here in Gautier for over 20 years.

Staff Finding: The existing daycare has been at this location for many years. Staff's opinion is that approval of the request may not negatively affect the neighborhood as long as any such expansion will not result in an increase in traffic to and from the facility.

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

Applicant Response: Existing daycare. Proposed for safety of the children and parking for employees.

Staff Finding: None

DETERMINATION OF APPLICABLE LAW:

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

use not ordinarily permitted in a specific zoning district. "Special Exceptions" are not transferable from one (1) owner of land to another.

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

The UDO defines **Hardship** as:

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

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Jamison asked the applicant to present her case.

Jackie Conerly, the applicant, explained that she wanted to expand the playground because when it is cold or wet the kids have nowhere to play. At one time the lot had trees, mulch, water, mosquitos, and snakes, but she has had it cleared for the safety of the kids. She feels it would be beneficial to the kids and herself to make the expansion.

Chairman Jamison asked if the hopscotch and basketball area would be concrete.

Ms Conerly said that it would be concrete so the kids could play when it was cold or wet. She said she planned to get them some little cars/toys to ride on in that area also.

Chairman Jamison noted that there was a small shed behind the current building, another shed in the front side-yard of the daycare, and a dumpster in front of that. She asked if the parking spots in front were for employees and parents dropping off kids.

Ms. Conerly said her employees would park in the new parking area of the proposed expansion. The parents don't normally park, they just drive through to drop off their kids. Since Covid, she doesn't usually allow anyone in unless it is for Enrollment Open House.

Commissioner Hudson asked Mr. Ankerson what type of material the parking would have to be.

Mr. Ankerson stated that the UDO requires hard surface such as asphalt, concrete, or pavers, unless the applicant gets special permission from the Technical Review Committee to use gravel or limestone. He advised that the first fifteen feet from the road into the property must be hard surface to keep limestone or gravel from spilling out into the roadway.

Chairman Jamison stated that the Commission had done a review regarding what they thought needed to be done regarding the request. In their opinion, they felt that an eight-foot privacy fence needed to be put in all the way around the daycare because it would help keep the noise down for the residents since it is in a residential area. A five-foot sound buffer on the applicant's side of the fence, made of bushes or something similar, would also help keep the noise down from the kids playing. The dumpster would need to be enclosed with a fence like other businesses are required to have.

Commissioner Ward explained that some of the stipulations the Commission is requesting is to get the daycare up to standards that the commercial use of a daycare

would have to have if it were on a commercial lot. In a Commercial District dumpsters have to be enclosed.

Commissioner Hudson thought the dumpster, as is, should be grandfathered in.

Commissioner Ward stated that things could stay as they are, but his understanding was that once they start reviewing the use for an exception to extend what is there, they can review the existing conditions that are there. For instance, the shed that is in the front yard is not allowed in any Residential or Commercial District.

Josh Danos, City Attorney, stated that any of the permanent structures that were grandfathered in before the UDO have a certain amount of protection, but things that are transient like certain structures that didn't get a permit, or something like a dumpster that is not permitted in that area, those types of things are to be addressed by code.

Commissioner Ward asked if it was known whether there were permits issued for the shed or dumpster.

Mr. Ankerson stated that from what he can tell from the district maps the shed in front was placed there sometime between January 1, 2015, and January 1, 2016. There is no permit in the file for that shed.

Commissioner Ward asked if that time period would have been after the Ordinance was in place. If that was the case it would not be grandfathered in.

Chairman Jamison stated that the shed in front would need to be moved to the back because sheds are not allowed in the front yard. The last thing the Commission discussed was to ensure that no vehicles would be parked in front of the building at night. The vans that would be parked in the new parking area overnight would be alright. Chairman Jamison then asked Ms. Conerly which stipulation she wanted to discuss first.

Ms. Conerly said she would do whatever needed to be done.

Commissioner Ward said that by clearing the lot up to the property line no sound buffer was in place. There has to be some kind of sound buffer between the residential homes and the commercial use. It would need to be whatever is required by the Ordinance.

Mr. Ankerson said a transitional landscape buffer is called out depending on what the transition is. Certain districts that abut each other require certain things. Transitioning from a C-3 to an R-1 District is different than going from a C-2 to an R-3. He advised considering the use difference to decide what type of buffer to require.

Ms. Conerly said that once she put the concrete down a fence would have to be put up because of licensing regulations. She would have a fence on all three sides of the daycare. She currently has a chain link fence up on the back and side.

Chairman Jamison asked what the enclosure requirements were for dumpsters.

Mr. Ankerson said for a commercial dumpster it had to be fenced on three sides with six-foot gates in front and shrubs planted around that.

Commissioner McManus asked if the dumpster could be placed somewhere else on the property where the trash people could still get to it.

Ms. Conerly stated that traffic from the daycare didn't interfere with the dumpster being emptied because it is emptied during the night, usually between 2:00 a.m. to 3:00 a.m.

Commissioner Ward said that would be very loud for the residents trying to sleep.

Mr. Ankerson stated there was no requirement that she have a dumpster. She could use regular trash cans.

Kim Riser, who lives directly across the street from the lot where the proposed playground and employee parking will be, stated that she and her husband, Davin Riser, are opposed to the request. She said since the lot has been cleared there is more noise coming from the daycare, and they can see the daycare playground in the backyard now. The daycare was there when they bought their house but since the years have gone on the property has got more commercial. This is a residential area, and they should be able to enjoy their property with peace and quiet, and not have all the traffic that comes and goes all day. She stated that the Ordinance says that a residential area should have well defined boundaries and should be protected from the encroachment of commercial uses and heavy through-traffic and that this is not the case. There are three vans and a personal vehicle that are on the property 24/7. There is a shed and a dumpster in front of the daycare that should be behind the building. They shouldn't have to look at commercial vehicles every day. Also, the dumpster is emptied early in the morning and wakes them. Ms. Riser said that when people come to pick up their children there are usually lines in the road waiting to pull through to get their children and she has had to wait to get past those cars to get into her driveway. She said that putting up a privacy fence and shrubbery is not going to help them if the front of that lot is not fenced in.

Commissioner McManus stated that approving the request with stipulations would probably be better for Mrs. Riser than leaving it as is.

Commissioner Ward stated he would like to know that the parking lot and egress for this building is the same as required for any other commercial business because it sounds like there is a traffic problem.

Mr. Ankerson explained that the Ordinance bases the number of parking spaces required by the use and gross floor area.

Chairman McManus asked how close a fence could be to the property line.

Mr. Ankerson said that it depends on the fence height. If it is four feet or below it can go to the property line.

Chairman Jamison asked Mrs. Riser what she meant earlier when she said that it had become more commercial over the years. Did she mean that there were more children there because her understanding was that fifty children are allowed.

Ms. Conerly said that she had forty-six children, but she can have fifty and it has been that way since the daycare began. It is based on the square footage of the building.

Mrs. Riser said it has become more commercial because of the commercial vehicles in front of the daycare 24/7. There used to never be vehicles there. If they could put a buffer up around the basketball goal and new play area, then she would be OK with the parking lot being open.

Ms. Conerly said that she would do whatever she was required to do. She said that the new parking area will be accessed by the current circular driveway. There will not be a new driveway made.

Carol Wess, who lives directly behind the daycare, said she is not opposed to the request, but she would like to see an eight-foot privacy fence and a plant buffer between her property and the daycare for her privacy. She said she would be opposed to expanding the existing building.

ACTION TAKEN:

Commissioner Ward made a motion to recommend approval of the Special Exception with the following changes: 1) a six foot privacy fence be installed on the three sides that abut other properties. All three sides, and the front sixty-six feet of Lot 27, shall also have a five foot sound buffer per the UDO, 2) no overnight vehicles in front of the building, 3) the shed currently in front of the building must be moved behind the front plane of the structure, 4) the parking square footage must meet requirements of a commercial daycare, 5) no dumpster is allowed on the property, and 6) the sound buffer on the rear must have mature growth of ten feet.

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

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

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

February 1, 2024

GPC #24-05-SE

Jackie Conerly

dba

Divine Inspirations Learning Center

3005 Holly Drive

VII. NEW BUSINESS

1. Consider a request for a Special Exception that would allow an expansion of an existing Child Care Center, Commercial, located in a R-1 Low Density Single-Family Residential Zoning District. 3005 Holly Drive, (GPC #24-05-SE)

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: January 19, 2024

Subject: Consider a request for a Special Exception that would allow an expansion of an existing Child Care Center, Commercial, located in a R-1 Low Density Single-Family Residential Zoning District. 3005 Holly Drive, (GPC #24-05-SE)

REQUEST:

The Planning Department has received a request from Jackie Conerly dba Divine Inspirations Learning Center for a Special Exception that would allow an expansion of an existing Child Care Center, Commercial, located in a R-1 Low Density Single-Family Residential Zoning District at 3005 Holly Drive. PID #85455022.000 & #85455024.000 (GPC #24-05-SE). The application fee of \$250 was paid on January 11, 2024. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential.

1. Location: 3005 Holly Drive, PID #85455022.000 & #85455024.000 (See Exhibit A)
2. General features of the proposed project:
 - Existing Daycare
 - Total Lot Size (both lots): approximately 0.71 acres
3. Potable Water and Wastewater Services: Existing at current location
4. Current Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
5. Current Surrounding Zoning (See Exhibit B): R-1 Low Density Single-Family Residential
6. Current Surrounding Existing Land Use (See Exhibit C): Vacant, and Very Low to Low Density Residential.

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: Existing daycare has been here in Gautier over 20 years.

Staff Finding: There are other Child Care facilities currently operating within this 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: Existing daycare has been here in Gautier for over 20 years.

Staff Finding: The existing daycare has been at this location for many years. Staff's opinion is that approval of the request may not negatively affect the neighborhood as long as any such expansion will not result in an increase in traffic to and from the facility.

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

Applicant Response: Existing daycare. Proposed for safety of the children and parking for employees.

Staff Finding: None

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

24-05-SE

TYPE OF REQUEST:

Special Exception

FEE:

\$251.00

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

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

Name of Applicant:

Jackie Conerly

Name of Business:

Divine Inspirations Learning Center

Address:

3005 Holly Dr Gautier, MS 39553

Mailing Address (if different):

Email Address:

Conerly43@aol.com divineinspirationslc@outlook.com

Phone:

228-497-3222

Cell Phone:

228-235-9007

Reason for request, location and intended use of Property:

Expand Day care / for Parking +
Placing a Basketball goal there + Hopscotch area for the children to play.

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:

Jackie Conerly

FOR OFFICE USE ONLY

Date Received

1/11/24

Verify as Complete

Babs

Fee Amount Received

paid online - advertised as CU

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? *Existing daycare been here in Gautier over 20 years.*
- 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? *Existing daycare been here in Gautier for over 20 years.*
- C. Explain how the special circumstances requiring the proposed Special Exception are not results of actions of the applicant? *Existing daycare for safety of the children and parking for employees.*

Special Exception

Divine Inspirations Learning Center
3005 Holly Drive
Gautier, MS 39553
228-497-3222

Petitioners Mrs. Jackie Conerly, resident and owner of the above property to apply to the City of Gautier, Planning Dept for Special Exception Use.

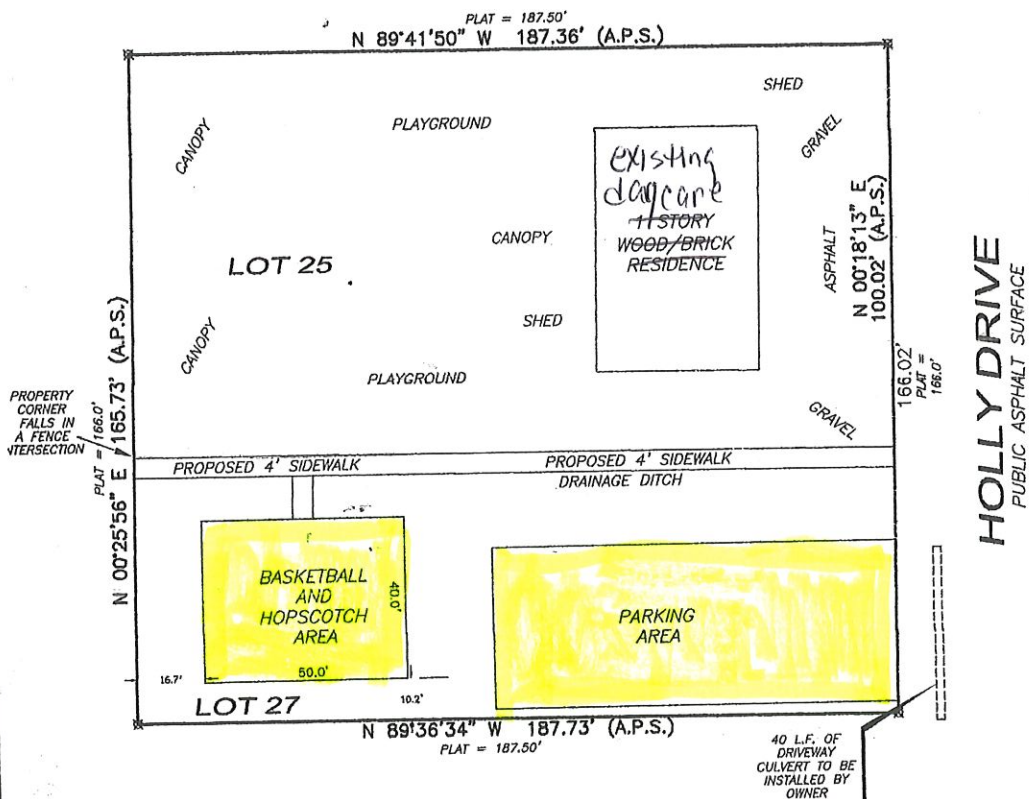
I Jackie Conerly currently owns the childcare program under the name of Divine Inspirations Learning Center. The program is licensed for (50) children ages 6 weeks to the age of 12.

The program provides early care and educational activities for infants, toddlers, preschoolers, and school age children after care. To enhance their social, emotional, cognitive, language and physical development.

Divine Inspirations Learning Center is well known program in the Jackson County area. Parents and guardians are extremely satisfied knowing that their child/children are well taken care of when they are at work.

There is a great need for the Special Exception for the safety and well being for the children. The children will have a play area when the grounds are wet from the weather. The employees will have parking for their vehicles. The property was cleared for the children safety. The addition will bring a positive impact to the community. The children are our future. Every worker is required a criminal background check before employment.

Will the project adversely affect vehicular or pedestrian traffic in the vicinity? No, Holly Drive is a circle driveway the parents can turn left or go right that brings the driver back to Old Spanish Trail.



LEGEND:

1/2" IRON ROD FOUND (UNLESS NOTED) - IRON PIPE FOUND (PP) SIZE VARIES 1/2" IRON ROD SET W/CAP (RS) - RAIL ROAD SPIKE/ NAIL FOUND - FENCE POST - CONCRETE MONUMENT FOUND - NOW OR FORMERLY - STAKE SET - AS PER RECORD - AS PER SURVEY - AS PER PREVIOUS SURVEY - DIMENSIONS ON RECORD PLAT - POINT OF BEGINNING - POINT OF COMMENCEMENT - BARBED WIRE (FIELD) FENCE LINE - WOOD/CHAIN LINK FENCE LINE - PP - POWER POLE - UNDER GROUND WATER - SUBJECT PROPERTY LINE - OVER HEAD ELECTRIC - NOT TO SCALE	- FH -- FIRE HYDRANT - WV -- WATER VALVE - UW -- UTILITY WITNESS POST - SM -- SEWER MANHOLE - CP -- CONTROL POINT - S -- SEWER - W -- WATER - G -- GAS - FO -- UNDERGROUND FIBER OPTIC - CE -- EXISTING SPOT ELEVATION (N.A.V.D., '88 VERTICAL DATUM)
---	--

THE FOLLOWING SURVEY IS BASED ON THE MISSISSIPPI STATE PLANE COORDINATE SYSTEM, GRID NORTH (NAD 83-2011: MISSISSIPPI EAST ZONE), ALL IN GRID DISTANCES AND DIRECTIONS AND HAVING STATE PLANE COORDINATE VALUES OF (NORTHING = 321888.51' EASTING = 1045679.98') IN U.S. SURVEY FEET USING A CONVERGENCE ANGLE OF 00°05'54.76" AND A SCALE FACTOR OF 0.99995432 AT A 1/2" IRON ROD FOUND WITH CAP "ALDRED" AT THE NORTHEAST CORNER OF LOT 25, HOLLY PARK S/D, JACKSON COUNTY, MISSISSIPPI AND IS BASED ON A SURVEY PERFORMED BY LARRY P. SAUCIER, MISSISSIPPI REGISTRATION NUMBER 2939 DATED OCTOBER 19, 2023.

SURVEYORS NOTES:

-SURVEYOR HAS NOT PERFORMED AN INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

-VARIATIONS BETWEEN RECORD CALLS AND SURVEY CALLS ARE DUE TO AN EXCESS OR SHORTAGE BETWEEN FOUND MONUMENTS AND OBSERVED POSSESSION LINES AS WELL AS FIELD SURVEY COLLECTION PROCEDURES.

-UTILITY LOCATIONS INCLUDE ABOVE GROUND, THOSE APPARENT, AS WELL AS REASONABLY ACCESSIBLE LOCATIONS ON EXISTING UTILITY AND DRAINAGE FEATURES OBTAINED DURING FIELD SURVEY.

-THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS, AND RIGHT-OF-WAYS OF RECORD.

REFERENCES:

- JACKSON COUNTY PROPERTY/TAX MAPS
- DEED OF SUBJECT PROPERTY AND AD JOINERS AS FURNISHED BY CLIENT.
- THE FOLLOWING ADDITIONAL REFERENCES:

RECORDED PLAT OF HOLLY PARK SUBDIVISION FOUND AT PLAT BOOK 4, PAGE 59 IN THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MS.

SURVEY OF SUBJECT PROPERTY BY LEWIS ALDRED, JR. DATED DECEMBER 7, 2021.

FLOOD DATA

This property is in Zone(s) Zone 0194 of the Flood Insurance Rate Map Community Panel No. 19001A-0001 and is NOT CONSIDERED to be a minimal Flood Hazard Area. Field surveying was not performed to determine this zone. An evaluation certificate may be needed to verify this determination or apply for an amendment from the Federal Emergency Management Agency.



925 TOMMY MUNRO
DRIVE,
SUITE G, BILOXI, MS
39532
228-385-2350

A RE-SURVEY LOTS 26 AND 27, HOLLY PARK
SUBDIVISION LOCATED AT PLAT BOOK 4, PAGE
69, OFFICE OF THE CHANCERY CLERK,
JACKSON COUNTY, MISSISSIPPI.

FOR: JACKIE
CONERLY

DRAWING NO. 623-10-049
DATE OF FIELD SURVEY:
OCTOBER 19, 2023

85455022.000 CONERLY JACKIE

PIDN: 85455022.000

GISP: 777.36-04-0091.00

Owner Information

Percent of Ownership: 100

Name: CONERLY JACKIE

Name 2:

Mailing Address: 3005 HOLLY DR

GAUTIER MS

39553

Site Address: 3005 HOLLY DR GAUTIER

Land Information

Section: 36

Acreage: 0

Township: 7

Range: 7

Street Name HOLLY
DR

Value and Tax Information

Total Assessed Value: 8326

Total Appraised Value: 55508

Improvement Value: 47468

Land Value: 8040

Tax Amount: 1197

SQ FT: 2400

Year Built: 1978

Legal Description

Description: LOT 25 HOLLY PARK S/D PB 4-59 DB

1874-650 (91 MAP777.36-04)

Deed Book / Page: 1874 / 650

85455022.000 CONERLY JACKIE



85455024.000 CONERLY JACKIE

PIDN: 85455024.000

GISP: 777.36-04-0092.00

Owner Information

Percent of Ownership: 100

Name: CONERLY JACKIE

Name 2:

Mailing Address: 3005 HOLLY DR
GAUTIER MS
39553

Site Address: HOLLY DR GAUTIER

Land Information

Section: 36 Acreage: 0

Township: 7

Range: 7

Street Name HOLLY
DR

Value and Tax Information

Total Assessed Value: 477

Total Appraised Value: 3180

Improvement Value: 0

Land Value: 3180

Tax Amount: 68

SQ FT: 0

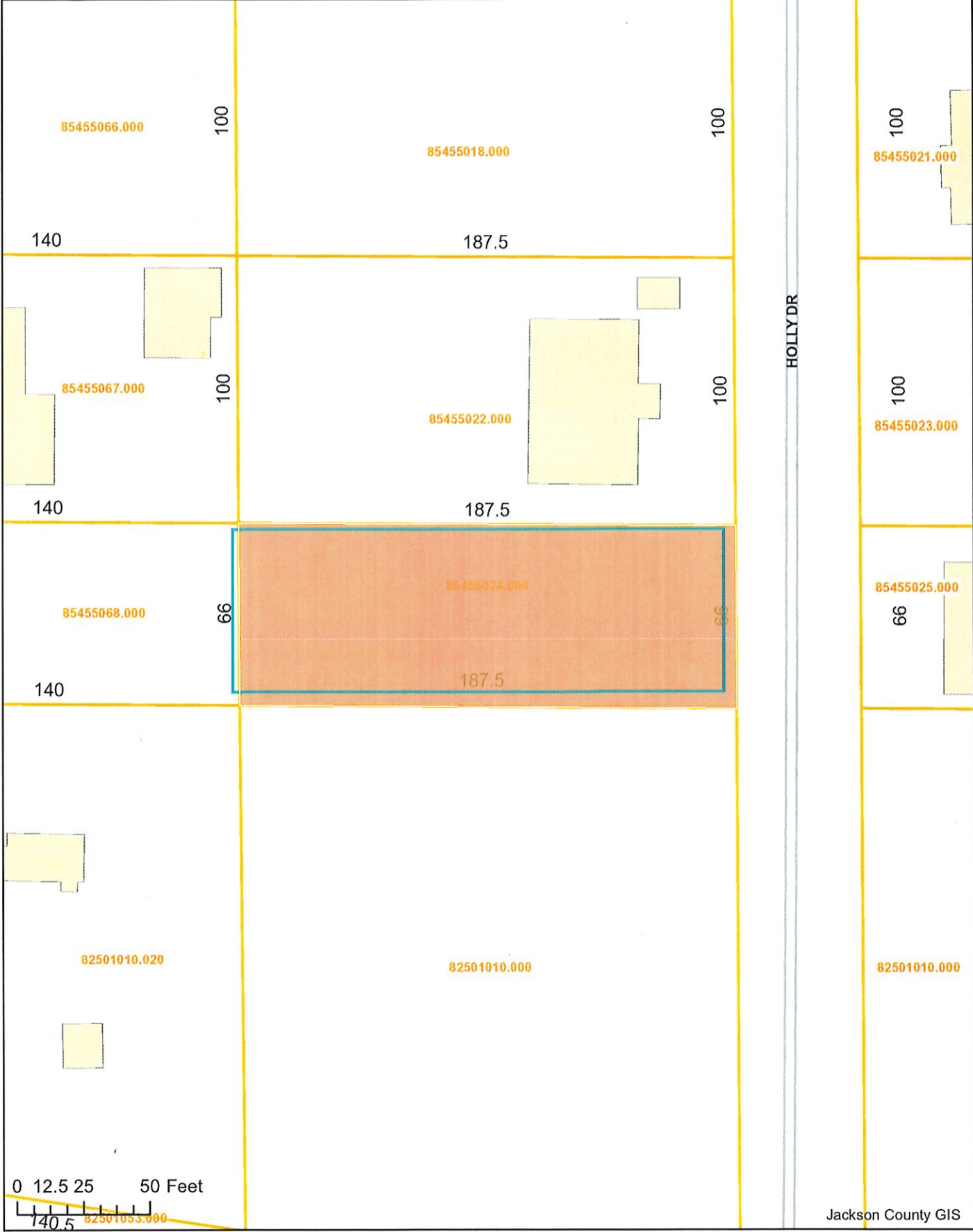
Year Built: 0

Legal Description

Description: LOT 27 HOLLY PARK S/D PB 4-59 DB
1874-650 (92 MAP777.36-04)

Deed Book / Page: 1874 / 650

85455024.000 CONERLY JACKIE



Jackson County GIS

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

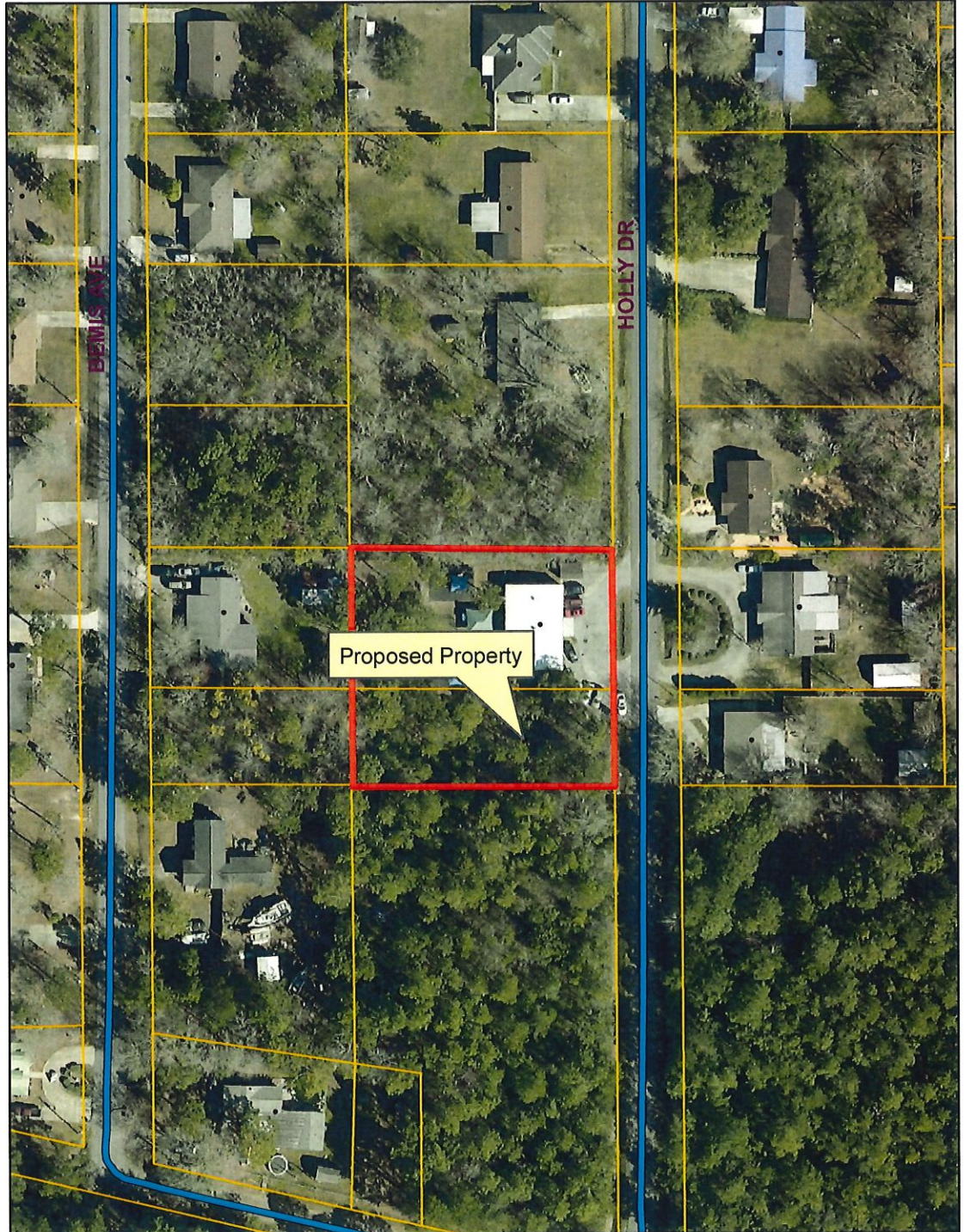


Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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

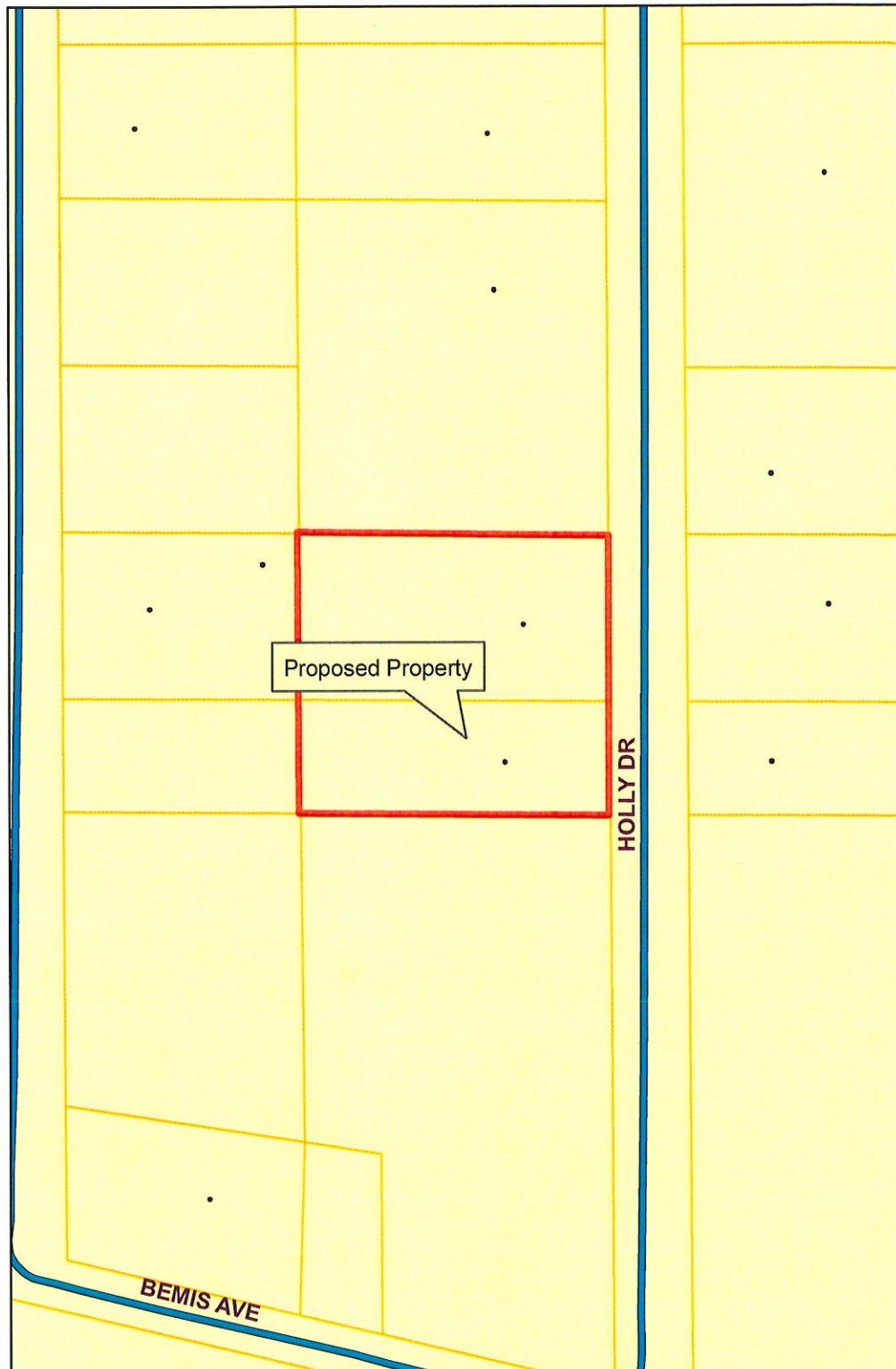


Exhibit C

Existing Land-Use

Prepared by:
City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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



Exhibit D Future Land-Use

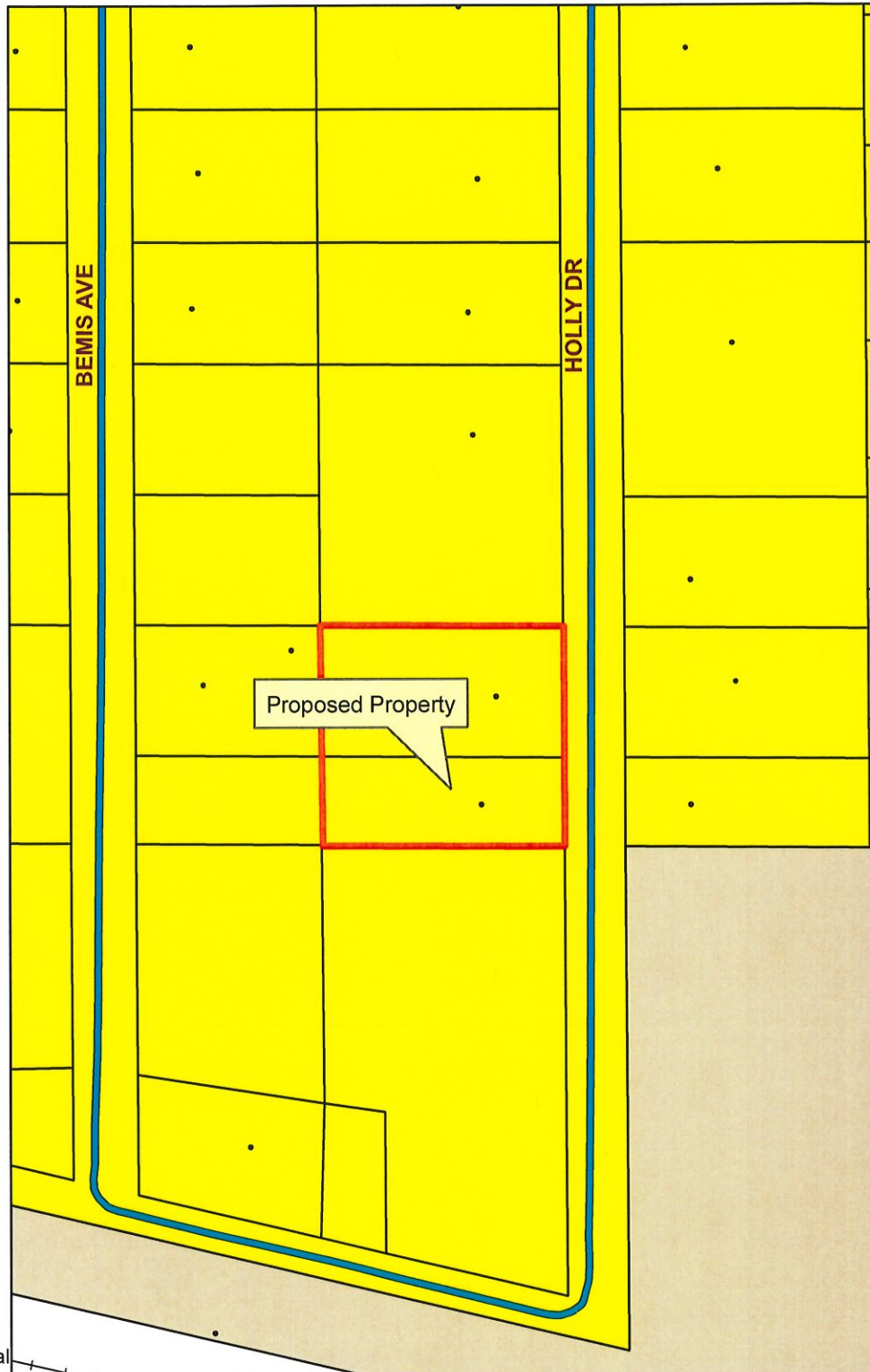
Prepared By:
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



CITY OF GAUTIER
Business Agenda Item #6
Fact Sheet

Council Meeting:

February 20, 2024

Title:

Consider a request for a one-foot (1') variance to fence height requirements in a R-1 Low Density Single-family Residential Zoning District located at 725 Graveline Road, Gautier, MS (GPC #24-06-VAR)

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consider a request for a one-foot (1') variance to fence height requirements in a R-1 Low Density Single-family Residential Zoning District located at 725 Graveline Road, Gautier, MS (GPC #24-06-VAR) (PID #87100002.000)

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the Planning Department received a request from the homeowner, located at 725 Graveline Road, (PID #87100002.000) for a one-foot (1') variance to fence height requirements; and

WHEREAS, the property owner requests a one-foot (1') variance to fence height requirements in a R-1 Low Density Single Family Residential Zoning District; and

WHEREAS, the applicants would like to put a five foot (5') open aluminum decorative fence along the front and side yard of their property; and

WHEREAS, this is a corner lot and the area where the applicant proposes to place the fence would be considered a secondary front yard and would need to meet the requirements set forth for fences in a front yard; and

WHEREAS, the Unified Development ordinance states that fences shall not exceed four feet (4') in height within a designated front yard, therefore the applicant will need a one-foot (1') variance to fence height requirements in a front/secondary-front yard to put up the proposed five-foot (5') fence; 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 or have not) been met in this case;

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 02/13/2024
Subject: Consider a request for a one-foot (1') Variance to fence height requirements in a R-1 Low Density Single-Family Residential Zoning District. 725 Graveline Road, (GPC #24-06-VAR)

REQUEST:

The Planning Department has received a request from Stephen and Micki Chodrick for a one-foot (1') Variance to fence height requirements in a R-1 Low Density Single-Family Residential Zoning District at 725 Graveline Road, PID #87100002.000 (GPC #24-06-VAR) The application fee of \$175 was paid on January 5, 2024. All public notice requirements have been met.

BACKGROUND:

The applicants would like to place a five foot (5') open aluminum decorative fence along the front and side yard of their property. This is a corner lot and the area where the applicant proposes to place the fence would be considered a secondary front yard and would need to meet the requirements set forth for fences in a front yard. The Unified Development Ordinance (UDO) Section 11.10.2 (D) states that fences shall not exceed four feet (4') in height within a designated front yard. The applicants will need a one-foot (1') variance to fence height requirements in a front/secondary-front yard.

DISCUSSION:

The applicants would like to put up a five foot (5') open aluminum decorative fence along their front yard which abuts Graveline Road, and along their side yard which abuts Soundview Drive. The side yard that abuts Soundview Drive is considered a secondary front yard. According to the UDO Section 11.10.2 (D) fences cannot exceed four feet (4') in height within a designated front yard. The applicants are asking for a one-foot (1') variance to fence height requirements in a front/secondary-front yard to put up the proposed five-foot (5') fence.

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 with there being a hardship because of it being a busy street, that the site line is not an issue because you can see through the fence, and the fence protects pets and children that may be in the yard as well as the safety of the applicant's home.

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 2.1.24 (#24-06-VAR)
2. Complete Packet 24-06-VAR

Excerpt from February 1, 2024, Planning Commission Meeting:

The Planning Department has received a request for a one-foot (1') Variance to fence height requirements in a R-1 Low Density Single-Family Residential Zoning District. 725 Graveline Road, (GPC #24-06-VAR)

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

REQUEST:

The Planning Department has received a request from Stephen and Micki Chodrick for a one-foot (1') Variance to fence height requirements in a R-1 Low Density Single-Family Residential Zoning District at 725 Graveline Road, PID #87100002.000 (GPC #24-06-VAR) The application fee of \$175 was paid on January 5, 2024. All public notice requirements have been met.

BACKGROUND:

The applicants would like to place a five foot (5') open aluminum decorative fence along the front and side yard of their property. This is a corner lot and the area where the applicant proposes to place the fence would be considered a secondary front yard and would need to meet the requirements set forth for fences in a front yard. The Unified Development Ordinance (UDO) Section 11.10.2 (D) states that fences shall not exceed four feet (4') in height within a designated front yard. The applicants will need a one-foot (1') variance to fence height requirements in a front/secondary-front yard.

DISCUSSION:

The applicants would like to put up a five foot (5') open aluminum decorative fence along their front yard which abuts Graveline Road, and along their side yard which abuts Soundview Drive. The side yard that abuts Soundview Drive is considered a secondary front yard. According to the UDO Section 11.10.2 (D) fences cannot exceed four feet (4') in height within a designated front yard. The applicants are asking for a one-foot (1') variance to fence height requirements in a front/secondary-front yard to put up the proposed five-foot (5') fence.

DETERMINATION OF APPLICABLE LAW:

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

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

Chairman Jamison asked the applicants to present their case. She noted that the fence was already in place.

Micki Chodrick, one of the applicants, stated that they wanted to keep the fence in line with the Twelve Oaks property and Mr. Fondren’s property. They also wanted an ornamental fence to make sure they didn’t block the view when people were pulling out of Soundview Drive. The other property’s fences are over six feet, but they only wanted to go five feet.

Stephen Chodrick, the other applicant, stated that they have grandchildren and dogs they want to protect because Graveline Road is a very busy road. They also wanted to keep in line with what Twelve Oaks and Mr. Fondren had up. He said he also wanted something that would be sturdy against any strong winds. Because Graveline Road is such a busy road, they had put the fence back off the property line so there would be a clear view when pulling out of Soundview Drive.

Chairman Jamison noted that a letter was on file from Mr. Fondren saying he had no objection to the requested variance.

Commissioner Davis said he wasn't sure what the hardship was on this case.

Commissioner Ward said that it was an extremely busy road and the safety concern for the individuals of the house could be a hardship.

Commissioner Davis stated that having looked at the fence, he felt that the visibility was somewhat marginal. He also said he wasn't sure about approving a variance to a fence in the front after construction, although Mr. Ankerson said they had done so previously.

Commissioner Ward reminded him about a fence they approved a few years ago off Hastings Road. It was for a one-foot variance where the applicant had put up a five-foot fence to join with the neighbor's existing fence and the applicant was trying to keep with the design of the existing fence.

Chairman Jamison stated the fence would be harmonious with the area because other people in the area have a similar fence.

Commissioner Davis said he was trying to decide what made this situation unique.

Commissioner Ward noted that a four-foot wooden privacy fence would be allowed by right.

Mr. Ankerson said that a four-foot fence could go there but would have to meet the site line triangle. He noted that the site line triangle isn't usually considered if you are not dealing with an opaque fence.

Commissioner Davis said that in his opinion a fence because of a busy road clearly could be a hardship but he didn't see where having a five-foot fence was better than a four-foot fence. He was also a little concerned about whether it matched the rules concerning how close to the edge of the road it could be for clear visibility. He suggested that for the Council's information a measurement be made to determine if this fence meets the site line triangle that a four-foot solid fence would have to meet.

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

ACTION TAKEN:

Chairman Jamison made a motion to recommend that the City Council approve the variance request as presented with there being a hardship because of it being a busy street, that the site line is not an issue because you can see through the fence, and the fence protects pets and children that may be in the yard as well as the safety of the applicant's home.

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

AYES: **Kay C. Jamison**
 Joshua Ward
 Maurice Hudson
 Chris Hoover
 Ricky Decoteau

NAYS: **William Davis**

ABSENT: **DeAnna McManus***

Motion passed.

*Note: Commissioner McManus had to leave the meeting after the previous case.

Gautier Planning Commission

Regular Meeting Agenda

February 1, 2024

GPC #24-06-VAR

725 Graveline Road

VII. NEW BUSINESS

2. Consider a request for a one-foot (1') Variance to fence height requirements in a R-1 Low Density Single-Family Residential Zoning District. 725 Graveline Road, (GPC #24-06-VAR)

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: January 19, 2024

Subject: Consider a request for a one-foot (1') Variance to fence height requirements in a R-1 Low Density Single-Family Residential Zoning District. 725 Graveline Road, PID #87100002.000 (GPC #24-06-VAR)

REQUEST:

The Planning Department has received a request from Stephen and Micki Chodrick for a one-foot (1') Variance to fence height requirements in a R-1 Low Density Single-Family Residential Zoning District at 725 Graveline Road, PID #87100002.000 (GPC #24-06-VAR) The application fee of \$175 was paid on January 5, 2024. All public notice requirements have been met.

BACKGROUND:

The applicants would like to place a five foot (5') open aluminum decorative fence along the front and side yard of their property. This is a corner lot and the area where the applicant proposes to place the fence would be considered a secondary front yard and would need to meet the requirements set forth for fences in a front yard. The Unified Development Ordinance (UDO) Section 11.10.2 (D) states that fences shall not exceed four feet (4') in height within a designated front yard. The applicants will need a one-foot (1') variance to fence height requirements in a front/secondary-front yard.

DISCUSSION:

The applicants would like to put up a five foot (5') open aluminum decorative fence along their front yard which abuts Graveline Road, and along their side yard which abuts Soundview Drive. The side yard that abuts Soundview Drive is considered a secondary front yard. According to the UDO Section 11.10.2 (D) fences cannot exceed four feet (4') in height within a designated front yard. The applicants are asking for a one-foot (1') variance to fence height requirements in a front/secondary-front yard to put up the proposed five-foot (5') fence.

DETERMINATION OF APPLICABLE LAW:

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

A Variance is a relaxation of the terms of the Unified Development Ordinance

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

The UDO defines **Hardship** as:

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

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

RECOMMENDATION & CONCLUSION:

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

The Planning Commission may:

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

ATTACHMENTS:

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

PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

24-06-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: STEPHEN & MICKI CHODRICKName of Business: _____ Phone: 417-850-1511Property Address: 725-GRAVELINE Mailing Address (if Different): _____E-Mail Address: swchodrick@attglobal.netReason for request, location and intended use of Property: VARIANCE FOR FENCE HEIGHT ON
PROPERTY. - 1 ft VARIANCE

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: Adam Chodrick Date of Application: 1/5/24

FOR OFFICE USE ONLY

Date Received 1-5-24 Verify as Complete ScottFee Amount Received 176.00 Initials of Employee Receiving Application Bals

VARIANCE

Criteria for Approval

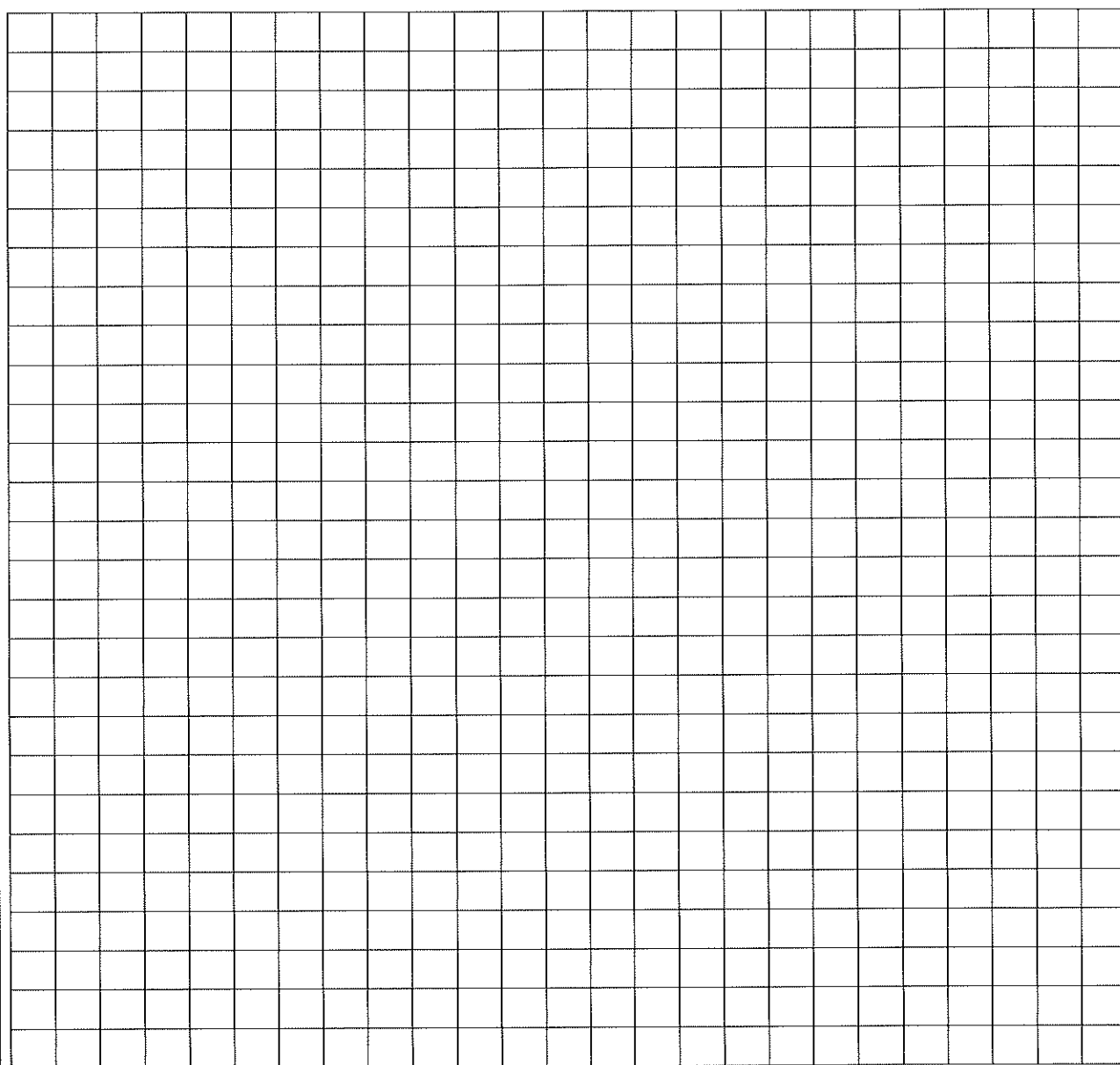
1. What special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels), or structures or buildings in the same district?
NEW FENCE IS CONSISTENT WITH NEIGHBOR'S FENCE THAT IS OPEN IN DESIGN AND DOES NOT OBSTRUCT VIEW. OTHER FENCES IN PROXIMITY ARE SIMILAR AND THE NEIGHBORS ARE IN APPROVAL WITH THIS FENCE.
2. Are these special conditions and circumstances a result of your actions? Explain.
A FENCE IS NEEDED OF THIS HEIGHT BECAUSE OF TRAFFIC ON SAUGELINE TO PROTECT OUR GRAND CHILDREN AND PET DOGS. WE CHOSE A FENCE THAT IS CONSISTENT WITH OUR NEIGHBORS AND DOES NOT OBSTRUCT DRIVERS VIEW FROM THE STREET. FENCE IS SET BACK INSIDE PROPERTY LINE.
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. WE BELIEVE THE 5 FT FENCE HEIGHT IS A SECURITY MEASURE FOR OUR HOME.
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. NONE KNOWN.

NARRATIVE

WE ARE REQUESTING A VARIANCE FOR A 5 FT OPEN ALUMINUM DECORATIVE FENCE TO BE PLACED ON THE FRONT YARD OF OUR PROPERTY OF 725 GRAVELINE. THE FENCE IS CONSISTENT WITH OUR NEIGHBOR'S FENCE AND OUR NEIGHBOR SUPPORTS THIS FENCE. THE DESIGN OF THE FENCE IS OPEN AND WILL NOT IMPEDS THE VIEW OF THE DRIVERS ON GRAVELINE RD. WE SELECTED THIS FENCE TYPE FOR IT'S EYE APPEAL BUT ALSO IT'S ABILITY TO HELP PROTECT OUR GRANDCHILDREN AND PET DOGS FROM THE BUSY TRAFFIC ON GRAVELINE.

(LETTER FROM ADJACENT NEIGHBOR ATTACHED)

DIAGRAM

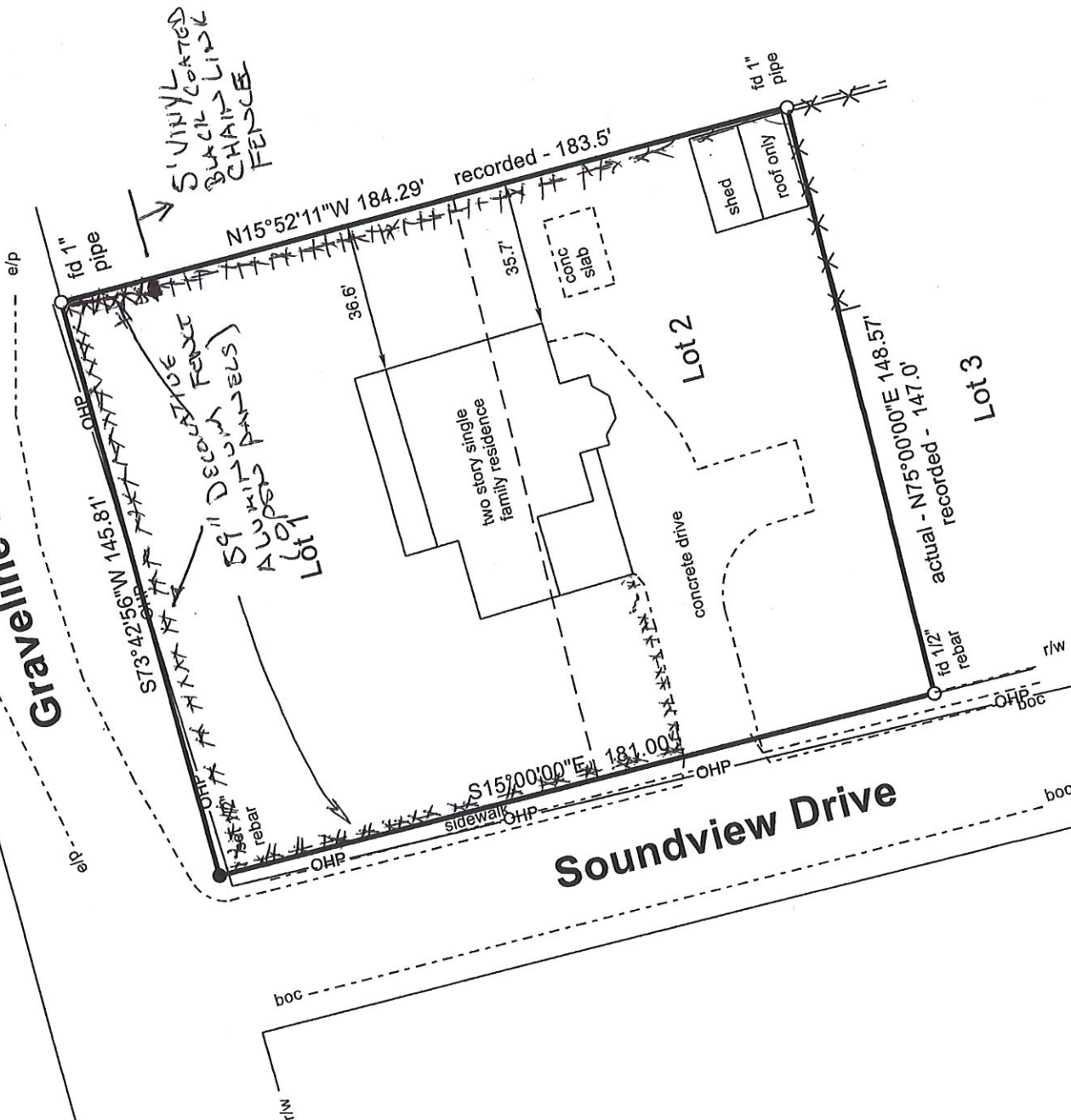


SEE ATTACHED SURVEY
WITH FOWLE LOCATION

e Sea
unity,
age 1,
y

cording
426 G,

Graveline Road



North
Class B Survey
Date of Field Survey
December 21, 2023

Area - 0.617 acres

e/p - edge of pavement
boc - back of curb
r/w - right-of-way
OHP - overhead power
fence - X-X-X-X

Reference Materials

DB 2105, page 851

All bearings on this plat are based
on the west line of Lot 3

Aldred Surveying Co.
P.O. Box 2201
Pascagoula, Ms 39569
228-762-7374
A23266

Lewis Aldred, Jr.

Lewis Aldred, Jr. P.L.S.
December 21, 2023

MICHAEL L. FONDREN
ATTORNEY AT LAW
906 CONVENT AVENUE
PASCAGOULA, MS 39567
228-762-5110
mlfondren@hotmail.com

December 28, 2023

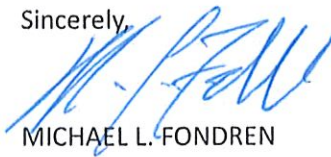
City of Gautier
Planning Commission &
Mayor and City Council

Dear Ladies and Gentlemen,

I have no objection to the variance requested for the fence for my neighbor Steve Chodrick. The house he owns is located on a busy street, Graveline. He is on a corner lot and I think the fence and the variance he is requesting will work good and look very good and tie in with the rest of the neighborhood.

I am his adjoining neighbor. If you have any questions, please contact me. Thanks,

Sincerely,



MICHAEL L. FONDREN

PREPARED BY:

Hannah B. Morgan, Esq.
Mississippi Bar No. 105377
2711 University Blvd., Suite 201
Tuscaloosa, Alabama 35401
(205) 633-0279

RETURN TO:

Steve Chodrick
725 Graveline Rd.
Gautier, MS 39553
(417) 850-1511

GRANTOR:

Secretary of Veterans Affairs
Department of Veterans Affairs
810 Vermont Ave. N.W.
Washington, DC 20420
(877) 880-7720

GRANTEE:

Steve Chodrick
3300 Magnolia Lane
Ocean Springs, MS 39564
(417) 850-1511

INDEXING INSTRUCTIONS:

Lots 1 and 2, Sandalwood-by-the-Sea Subdivision, Part A,
Jackson County, MS

**STATE OF MISSISSIPPI
COUNTY OF JACKSON**

SPECIAL WARRANTY DEED

This Indenture, made on the 14th day of December, 2023 by and between the Secretary of Veterans Affairs, an Officer of the United States of America, whose address is Department of Veterans Affairs, 810 Vermont Ave. N.W., Washington, DC 20420, hereinafter

referred to as Grantor, and Steve Chodrick, whose address is 3300 Magnolia Lane, Ocean Springs, MS 39564, hereinafter referred to as Grantee.

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey, and warrant specially unto Grantee the following described real property situated and being located in Jackson County, Mississippi, as follows, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

Property Address: 725 Graveline Rd., Gautier, MS 39553

This conveyance is subject to any and all restrictive covenants and conditions, easements, rights-of-way, and prior reservations of oil, gas and other minerals of record pertaining to the above subject property.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF I have hereunto set my hand and seal this the 14th day of December, 2023.

THE SECRETARY OF VETERANS AFFAIRS,
An officer of the United States of America
by the Secretary's duly authorized property
management contractor, Vendor Resource
Management, pursuant to a delegation of authority
found at 38 C.F.R. 36.4345(f)

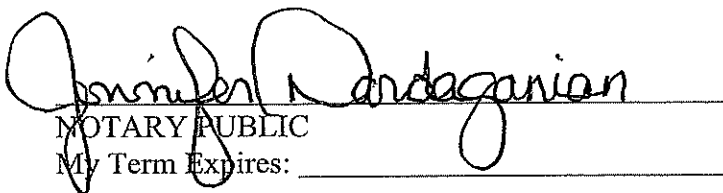
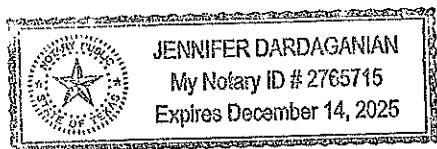


Printed Name: Brenda Garcia
Title: AVP

STATE OF Texas
Denton COUNTY

On this date, before me personally appeared Brenda Garcia, pursuant to a delegation of authority contained in 38 C.F.R. 36.4345(f), to me known to be the person who executed the foregoing instrument on behalf of the Secretary of Veterans Affairs, and acknowledged that he executed the same as the free act and deed of said Secretary.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the State of Texas aforesaid, this 14th day of December, 2023.



NOTARY PUBLIC
My Term Expires: _____

This deed was prepared by Hannah B. Morgan, Mississippi Bar No. 105377, who certifies that it is in a form that is in accordance with applicable local, state, and Federal law.

EXHIBIT "A"

Legal Description of Property

Lots 1 and 2, Sandalwood-by-the-Sea Subdivision, Part A, as per map or plat thereof on file and of record in the Office of the Chancery Clerk of Jackson County, Mississippi in Plat Book 7, Page 1.

Said parcel of property carries the County Parcel Number 87100002.000.

Said parcel of property is the same recorded in Deed Book 1800, Page 715 Land Deed Records of Jackson County, Mississippi.

Physical Address: 725 Graveline Road, Gautier, MS 39553

Prepared by:
The Casano Law Firm, P.A.
4403 West Aloha Drive
Diamondhead, MS 39525
(228) 255-0035
23-0825

Return to:
The Casano Law Firm, P.A.
4403 West Aloha Drive
Diamondhead, MS 39525
(228) 255-0035

-----[Space Above This Line For Recording Data]-----

**State of Mississippi
County of Jackson**

QUITCLAIM DEED

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

**Steve Chodrick, Grantor
3300 Magnolia Lane,
Ocean Springs, MS 39564
Phone: 417-850-1511**

Do hereby, convey, and quitclaim to

**Stephen Chodrick and Micki Lynn Robbins, Grantee(s)
3300 Magnolia Lane,
Ocean Springs, MS 39564
Phone: 417-850-1511**

As joint tenants with right of survivorship and not as tenants in common, the following described land and property situated in **Jackson** County, Mississippi to wit:

Lots 1 & 2, Sandalwood-by-the-Sea Subdivision, Part A, as per map or plat thereof on file and of record in the Office of the Chancery Clerk of Jackson County, Mississippi in Plat Book 7, Page 1.

Together with all and singular the rights, privileges, improvements and appurtenances to the same belonging or in any wise appertaining.

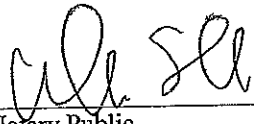
WITNESS my signature, this the 21st day of December, 2023.


Steve Chodrick AKA Stephen Chodrick

State of Mississippi
County of Hancock

Personally, came and appeared before me, the undersigned authority in and for the aforesaid
County and State on this the 21 day of December, 2023, **Steve Chodrick AKA**
Stephen Chodrick who acknowledged that he signed and delivered the foregoing instrument of
writing on the day and year therein mentioned:




Notary Public
My Commission Expires:

87100002.000 SECRETARY OF VETERANS AFFAIRS

PIDN: 87100002.000

GISP: 863.05-03-0146.00M

Owner Information

Percent of Ownership: 100

Name: SECRETARY OF VETERANS AFFAIRS

Name 2:

Mailing Address: 3401 WEST END AVE STE 760W
NASHVILLE TN
37203

Site Address: 725 GRAVELINE RD GAUTIER

Land Information

Section: 5 Acreage: 0

Township: 8

Range: 6

Street Name GRAVELINE
RD

Value and Tax Information

Total Assessed Value: 23550

Total Appraised Value: 235500

Improvement Value: 221270

Land Value: 14230

Tax Amount: 1928

SQ FT: 3476

Year Built: 1994

Legal Description

Description: LOTS 1 & 2 SANDALWOOD BY THE SEA
S/D PT A DB 2105-851 (146M Map8
63.05-03)

Deed Book / Page: 2105 / 851

87100002.000 SECRETARY OF VETERANS AFFAIRS



Jackson County GIS

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department



Exhibit B

Existing Zoning

Prepared by:
City of Gautier
Planning Department

Legend

Zoning

ZONECODE

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



Exhibit C Existing Land-Use

Prepared by:

City of Gautier
Planning Department

Legend

EXISTING LAND USE

ELU_08

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

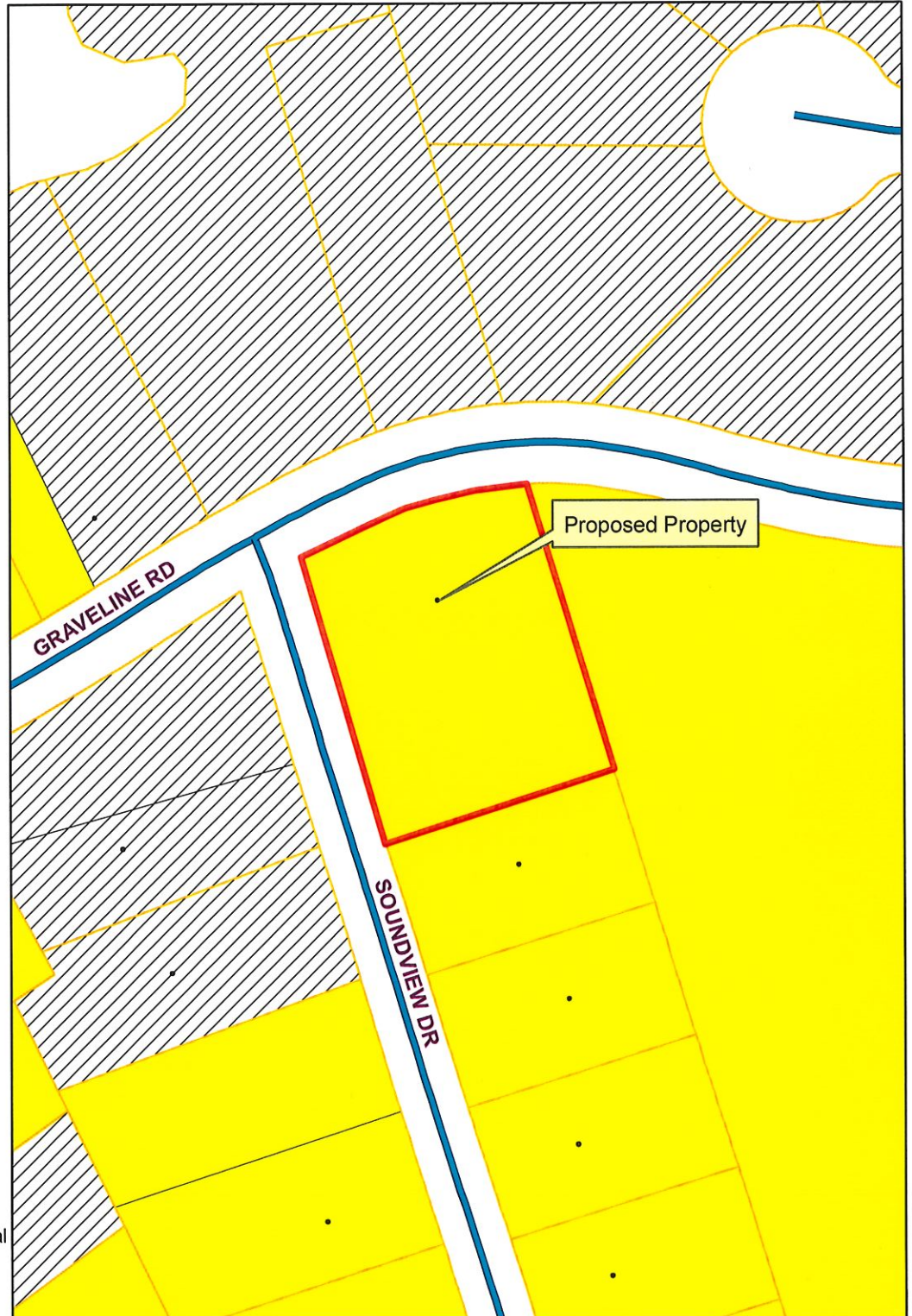


Exhibit D Future Land-Use

Prepared By:

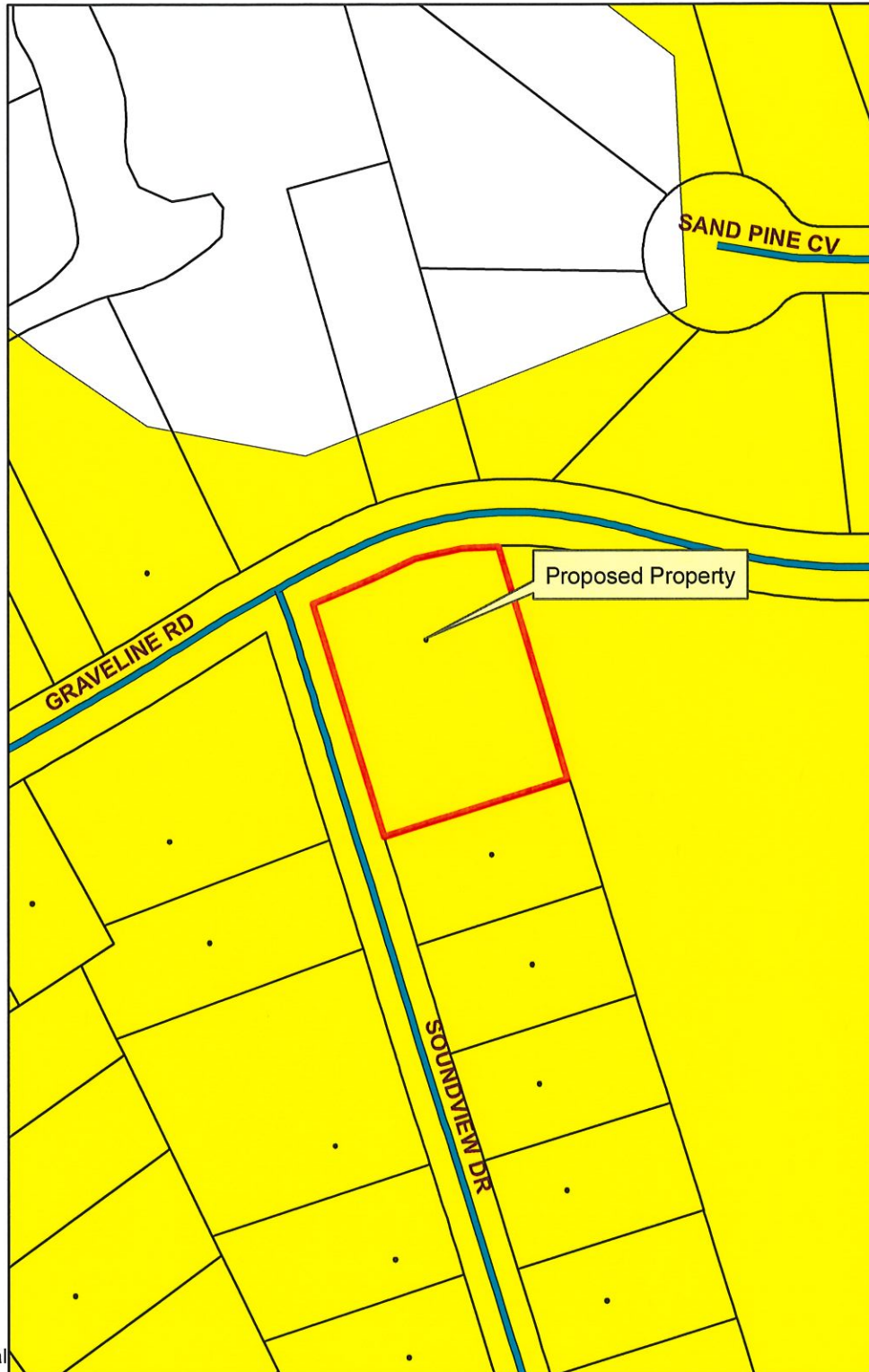
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

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



**CITY OF GAUTIER
Business Agenda Item #7
Fact Sheet**

Council Meeting: February 20, 2024
Title: Approval of the Docket of Claims

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

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

Second Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

Docket of Claims
Release date from 02/20/2024 thru 02/20/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	FOSTERS A/C & HEATING INC Account Number 001-170-698	241128	02/20/2024	02/02/2024			302.50	
		Description		Invoice #	Date	P.O.	Amount	
		ESA CLNG: SR CENTER (2)		P1141717	01/29/2024			302.50
001	BORDIS & DANOS PLLC Account Number 001-060-602	241135	02/20/2024	02/05/2024			11,250.00	
		Description		Invoice #	Date	P.O.	Amount	
		FEB 2024 RETAINER		128	02/05/2024			11,250.00
001	46 ENTERTAINMENT INC Account Number 001-021-688	241136	02/20/2024	02/05/2024			6,500.00	
		Description		Invoice #	Date	P.O.	Amount	
		CONSULTANT SERVICES		2092	02/05/2024			6,500.00
001	RELX INC DBA LEXISNEXIS Account Number 001-092-698	241137	02/20/2024	02/05/2024			127.30	
		Description		Invoice #	Date	P.O.	Amount	
		JAN 2024 4254VNBSY		3094952390	01/31/2024			127.30
001	M & E FEED & SEED Account Number 001-100-514	241138	02/20/2024	02/05/2024			47.50	
		Description		Invoice #	Date	P.O.	Amount	
		DOG FOOD		747915	02/01/2024			47.50
001	WASTE PRO - GAUTIER Account Number 001-170-698 001-170-698	241152	02/20/2024	02/05/2024			285.00	
		Description		Invoice #	Date	P.O.	Amount	
		FRAZIER PORT O LET		0001366853	01/31/2024			35.00
		BACOT PORT O LET(2)		0001366884	01/31/2024			250.00
001	AUTOZONE INC Account Number 001-100-638	241157	02/20/2024	02/06/2024			26.86	
		Description		Invoice #	Date	P.O.	Amount	
		ADH REMOVER (2): PD DECALS		4907528727	01/24/2024			26.86
001	H2O INNOVATION OPERATION & MAINTENANCE Account Number 001-201-672	241159	02/20/2024	02/07/2024			31,832.51	
		Description		Invoice #	Date	P.O.	Amount	
		JAN 2024 MAINT OPS		2024-01	01/31/2024			31,832.51
001	SUNBELT FIRE INC Account Number 001-161-638	241160	02/20/2024	02/07/2024			120.99	
		Description		Invoice #	Date	P.O.	Amount	
		MIRROR GLASS REPL KIT: E1		9566	02/06/2024			120.99
001	O'REILLY AUTO PARTS Account Number	241161	02/20/2024	02/07/2024			3,421.66	
	001-100-570	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	BATTERY: ACO 19591		1978315261	01/02/2024			149.64
	001-161-638	CRANKSHAFT SEAL: 12405		1978315319	01/02/2024			34.53
	001-100-570	INTAKE MANIFOLD SET: 43104		1978315421	01/03/2024			24.85
	001-100-570	DISC PAD SET (2): 12559		1978315482	01/04/2024			174.94
	001-100-570	BRAK PADS: 10636		1978315483	01/04/2024			42.36
	001-161-638	BELT CONDITIONER: E2		1978315515	01/04/2024			8.09
	001-100-570	BRAKE ROTOR (2): 12559		1978315519	01/04/2024			149.00
	001-100-570	TURN ROTOR (2): 12559		1978315519	01/04/2024			50.00
	001-100-570	WIPER BLADES(8): PD UNITS		1978315589	01/05/2024			67.12
	001-205-570	BRAKE CLNR (12): SHOP		1978315590	01/05/2024			35.88
	001-100-570	BRAKE CLNR(12): PD UNITS		1978315591	01/05/2024			35.88

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001	O'REILLY AUTO PARTS	241161	02/20/2024	02/07/2024			3,421.66	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	CORE RTN-BATTERY: 19591		1978315901	01/08/2024			-22.00
	001-170-638	BRK PAD;ROTOR-2;HOSE-2:ESCAPE		1978315974	01/09/2024			152.71
	001-161-638	RTN CR: MANIFOLD SET 43104		1978315980	01/09/2024			-24.85
	001-100-570	TOOL RENTAL: SOCKET SET		1978315985	01/09/2024			29.99
	001-100-570	GAL WIPER FLUID(3): PD UNITS		1978316095	01/10/2024			9.57
	001-100-570	DF CAT CONVERTOR (2): 19591		1978316096	01/10/2024			1,184.34
	001-170-639	QT GEAR OIL: REC EQUIP		1978316103	01/10/2024			16.99
	001-100-570	WIPER BLADE (3): PD UNITS		1978316108	01/10/2024			61.25
	001-170-638	ABS SENSOR;RR MN SEAL: F350		1978316129	01/10/2024			88.38
	001-100-639	BATTERY: PD GENERATOR		1978316189	01/11/2024			158.45
	001-161-638	FUEL INJECTION CLNR: R-33		1978316201	01/11/2024			24.99
	001-161-638	MICROFIBER PADS; PASTE WAX(2)		1978316201	01/11/2024			39.47
	001-100-570	O2 SENSOR: 11277		1978316218	01/11/2024			68.76
	001-100-570	EXH MANIFOLD GSKT SET: 11277		1978316240	01/11/2024			26.63
	001-205-639	GAL ANTIFREEZE (3): FORKLIFT		1978316298	01/12/2024			53.97
	001-100-570	SYL HEADLAMP CAPSULE: 16223		1978316703	01/15/2024			15.31
	001-100-570	5 QT OIL (2): 17120		1978316713	01/16/2024			47.98
	001-100-570	SYL HEADLAMP CAPSULE: 16223		1978316944	01/18/2024			35.14
	001-100-570	LK DET PUMP;EV SOLENOID;16223		1978316976	01/18/2024			66.69
	001-100-570	SPARK PLUG: 16955		1978317325	01/22/2024			6.35
	001-100-570	IGNITION COIL (2): 16955		1978317421	01/23/2024			195.22
	001-100-570	TRANSMISSION MOUNT: 19591		1978317550	01/25/2024			93.31
	001-100-570	RADIATOR: 12459		1978317552	01/25/2024			161.94
	001-100-570	GAL ANTIFREEZE (2): 12459		1978317553	01/25/2024			39.98
	001-100-570	OXYGEN SENSOR: 19591		1978317577	01/25/2024			51.87
	001-100-570	WIPER BLADES (6): PD UNITS		1978317611	01/25/2024			50.34
	001-100-570	RTN RENTAL TOOL: SOCKET SET		1978317614	01/25/2024			-29.99
	001-100-570	SYL HEADLAMP CAPSULE: 12459		1978317616	01/25/2024			28.13
	001-100-570	MICRO-000000: 14399		1978317661	01/26/2024			18.45
001	MS MUNICIPAL LEAGUE	241163	02/20/2024	02/07/2024			825.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-509	2024 YOUTH SUMMIT (15)		37950	02/05/2024			825.00
001	AUTO TRUCK AND TRAILER PARTS INC	241164	02/20/2024	02/07/2024			370.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	AIR SWITCH: ENG 2		311412	01/10/2024			50.87
	001-092-639	AIR CPLR; GAUGE: AIR STN		311408	01/10/2024			70.40
	001-170-638	POWER STRG FLUID: REC SHOPS		311535	01/18/2024			22.50
	001-170-639	BATTERY: REC TRACTOR		311581	01/19/2024			125.00
	001-170-559	CABLE ENDS (9): REC SHOP		311619	01/22/2024			16.65
	001-170-559	TAPE(2);WIRE ENDS;SWITCH:SHOP		311621	01/22/2024			25.60
	001-170-639	DIESEL KLEAN(2): LIGHT PLANTS		311731	01/29/2024			59.80
001	HENZE ENTERPRISES INC	241165	02/20/2024	02/07/2024			660.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	4 CY TOPSOIL: BRIDGE (STORM)		32620	02/02/2024			60.00
	001-201-576	12 CY SAND: BRIDGES (STORM)		32620	02/02/2024			120.00
	001-205-560	8CY CR ASPH: TWN CNTR P-LOT		32620	02/02/2024			320.00
	001-201-576	4 CY RAP: ROAD CROSSINGS		32620	02/02/2024			160.00

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001	OCCUPATIONAL HEALTH CENTER INC	241169	02/20/2024	02/08/2024			110.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-604	PRE EMP DRUG SCR: JERNIGAN		349554	02/08/2024			35.00
	001-022-604	PRE EMP PHYSICAL: JERNIGAN		349554	02/08/2024			75.00
001	LOWES HOME CENTERS INC	241170	02/20/2024	02/08/2024			665.04	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	MECHANIC LTHR GLOVES		989438	12/27/2023			13.28
	001-170-634	SIMPLE GREEN(4): BACOT		989438	12/27/2023			41.72
	001-170-634	2X8X12 TRTD #2: GM PIER		989438	12/27/2023			14.07
	001-205-559	BATTERIES: AA 24CT; 9V 12CT		989407	12/27/2023			106.77
	001-161-559	HOSE NOZZLE; HOSE RACK: CFD		997612	12/31/2023			27.51
	001-170-635	PAINT SUPPLIES: SENIOR CENTER		901701	01/02/2024			145.77
	001-170-559	TOMKAT RODENT CONTROL		973178	01/03/2024			14.23
	001-100-559	DYMO LABEL MAKER; LBL TAPE(2)		901356	01/05/2024			72.15
	001-100-559	CR123 CAMERA BTRY 12CT		901356	01/05/2024			33.23
	001-170-559	FAUCET COVER (3)		901516	01/10/2024			9.90
	001-170-559	3M SAFETY GLASSES (4)		901034	01/17/2024			41.72
	001-161-559	8PK C BATTERY(6): AIR PACKS		960779	01/22/2024			75.90
	001-161-559	2 CYC OIL: NFD		960779	01/22/2024			9.97
	001-170-559	KB 11" BASIN WRENCH		901142	01/23/2024			14.23
	001-170-635	CENTERSET FAUCET SET: BDAVIS		901142	01/23/2024			28.49
	001-205-559	HEX BOLT & NUT (5): SHOP		901463	01/24/2024			9.47
	001-205-559	HGSW SAMPLE BASE PAINT		980826	01/24/2024			6.63
001	MISSISSIPPI POWER	241189	02/20/2024	02/09/2024			1,155.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-628	JAN 2024 LEASE: BACOT		0796886005	02/05/2024			1,155.00
001	AIRGAS USA LLC	241190	02/20/2024	02/09/2024			349.24	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		5505476157	01/31/2024			349.24
001	ELAN FINANCIAL SERVICES	241204	02/20/2024	02/15/2024			2,473.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-094-682	PMI DUES: TO BE REFUNDED		01092024	01/10/2024			139.00
	001-100-682	IACP 2024 DUES: BEVER,D		01092024	01/10/2024			190.00
	001-100-682	MSACP 2024 DUES: BEVER,D		01102024	01/11/2024			100.00
	001-094-559	CANVA SUBSC: GRAPHIC DESIGN		01152024	01/15/2024			119.99
	001-001-615	TINSEL GARLAND:M GRAS FLOAT		01202024	01/22/2024			23.98
	001-170-513	MOVIE LIC: STEEL MAGNOLIAS		01192024	01/22/2024			400.00
	001-170-513	MOVIE LIC: SUPER MARIO BROS		01192024	01/22/2024			400.00
	001-170-513	MOVIE LIC: HOMEWARD BOUND		01192024	01/22/2024			400.00
	001-170-513	MOVIE LIC: BARBIE		01192024	01/22/2024			400.00
	001-170-513	MOVIE LIC: AMERICAN GRAFFITI		01192024	01/22/2024			400.00
	001-170-513	MOVIE LIC: TMNT MUTANT MAYHEM		01192024	01/22/2024			400.00
	001-092-625	REFUND CANINE INS: HANK		01162024	01/17/2024			-499.37

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001	CREDIT CARD CENTER	241205	02/20/2024	02/15/2024			2,413.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-681	HOTEL-MML MW CONF: GOLLOTT		01112024	01/15/2024			254.00
	001-001-681	HOTEL-MML MW CONF: ANDERSON		01112024	01/15/2024			254.00
	001-001-681	HOTEL-MML MW CONF: GEORGE		01112024	01/15/2024			381.00
	001-001-681	HOTEL-MML MW CONF: COLLEDGE		01112024	01/15/2024			381.00
	001-001-681	HOTEL-MML MW CONF: JACKSON		01112024	01/15/2024			381.00
	001-001-681	HOTEL-MML MW CONF: VAUGHAN		01112024	01/15/2024			381.00
	001-001-681	HOTEL-MML MW CONF: YANCEY		01112024	01/15/2024			381.00
001	JACKSON COUNTY ADULT DETENTION CENTER	241206	02/20/2024	02/15/2024			10,010.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	JAN 2023 ADC CHGS		01312024	02/14/2024			10,010.00
001	DEPT PUBLIC SAFETY	241207	02/20/2024	02/15/2024			240.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ANALYTICAL FEES (JAN 2024)		90141370	02/06/2024			240.00
001	TRANSUNION RISK-ALTERNATE DATA	SOLS INC 241208	02/20/2024	02/15/2024			346.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JAN 24 ACCT 6006920		202401-1	02/01/2024			346.00
001	SBM REPORTING LLC	241209	02/20/2024	02/15/2024			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	PLANNING MGT 2/1/24		MB1651	02/02/2024			175.00
001	TEC	241210	02/20/2024	02/15/2024			85.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1121285	02/01/2024			85.80
001	GABRIEL BURSE	241211	02/20/2024	02/15/2024			17.84	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-682	PER DIEM REIMB: HAZMAT OPS		01222024	01/25/2024			17.84
001	SPORTSCONDUCTOR LLC DBA JARVIS	241212	02/20/2024	02/15/2024			118.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	2024 BASEBALL (20)		5996	02/01/2024			79.00
	001-170-503	2024 SOFTBALL (6)		5996	02/01/2024			23.70
	001-170-504	2024 BASKETBALL (4)		5996	02/01/2024			15.80
001	ACE DATA STORAGE INC	241213	02/20/2024	02/15/2024			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	JAN 2024 SHREDDING SERVICE		0096711	02/01/2024			105.00
001	CATALIS COURTS AND LAND RECORDS LLC	241214	02/20/2024	02/15/2024			3,229.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	JAN 2024 COURT SUPPORT		308312348	01/31/2024			1,614.60
	001-010-698	FEB 2024 COURT SUPPORT		308312349	02/08/2024			1,614.60

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001	CENTERPOINT ENERGY	241216	02/20/2024	02/15/2024			70.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE:12/21/23-1/24/24		11000885-1	01/31/2024			70.82
001	CENTERPOINT ENERGY	241217	02/20/2024	02/15/2024			66.26	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	SOUTH FIRE:12/21/23-1/24/24		11000999-0	01/31/2024			66.26
001	RJ YOUNG COMPANY LLC	241219	02/20/2024	02/15/2024			151.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	LEXMARK C4150:BASE FEE		INV6726864	01/16/2024			38.00
	001-100-699	RICO IM C2500:BASE FEE		INV6726864	01/16/2024			37.55
	001-100-699	LEXMARK C4150:BASE FEE		INV6758991	02/05/2024			38.00
	001-100-699	RICO IM C2500:BASE FEE		INV6758991	02/05/2024			37.55
001	RJ YOUNG COMPANY LLC	241220	02/20/2024	02/15/2024			171.74	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	GEMG00-01 RENTAL FEE		INV6737760	01/24/2024			113.14
	001-161-698	RICOH IM C2500 USAGE:COLOR		INV6737760	01/24/2024			50.60
	001-161-698	ADMIN FEE		INV6737760	01/24/2024			8.00
001	RJ YOUNG COMPANY LLC	241221	02/20/2024	02/15/2024			458.19	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FKN100-01 RENTAL FEE		INV6731910	01/22/2024			216.47
	001-100-699	ADMIN FEE		INV6731910	01/22/2024			8.00
	001-100-699	MP C2504EX USAGE:COLOR		INV6731910	01/22/2024			233.72
001	SPARKLIGHT	241222	02/20/2024	02/15/2024			149.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	FEB 2024: #107571481		02012024	02/01/2024			149.20
001	SPARKLIGHT	241223	02/20/2024	02/15/2024			71.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FEB 2024: CBL BOX 118476316		02082024	02/08/2024			71.37
001	SPARKLIGHT	241224	02/20/2024	02/15/2024			136.51	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FEB 2024:POLICE 107718371		02082024	02/08/2024			136.51
001	SPARKLIGHT	241225	02/20/2024	02/15/2024			96.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-698	FEB 2024:SR BLDG#120793682		02012024	02/01/2024			96.73
001	C SPIRE WIRELESS	241226	02/20/2024	02/15/2024			971.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		0032680896	01/31/2024			489.10
	001-100-605	DATA CARDS (14)		0032680896	01/31/2024			482.72

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001	C SPIRE WIRELESS	241227	02/20/2024	02/15/2024			274.05	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	NCIC EQUIP CHGS 3000652433	652433-32	02/01/2024			274.05	
001	C SPIRE WIRELESS	241228	02/20/2024	02/15/2024			896.48	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-606	MODEM DATA PLAN (26) FEB 24	3000848065	02/02/2024			896.48	
001	C SPIRE WIRELESS	241232	02/20/2024	02/15/2024			1,244.96	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-605	COUNCIL CELL PHONE	0030759348	01/31/2024			48.91	
	001-021-605	CITY MGR CELL PHONE	0030759348	01/31/2024			48.91	
	001-040-605	ADMIN CELL PHONE	0030759348	01/31/2024			83.39	
	001-090-605	BLDG-PLNG CELL PHONES	0030759348	01/31/2024			258.56	
	001-090-698	IPAD SERVICE (3)	0030759348	01/31/2024			103.44	
	001-161-605	FIRE DEPT CELL PHONES	0030759348	01/31/2024			146.73	
	001-170-605	RECREATION CELL PHONES	0030759348	01/31/2024			254.39	
	001-205-605	MAINT CELL PHONES	0030759348	01/31/2024			153.90	
	001-094-605	GRANT-PROJ CELL PHONES	0030759348	01/31/2024			146.73	
001	FUELMAN	241235	02/20/2024	02/15/2024			3,705.01	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP65898620	02/05/2024			57.60	
	001-100-525	UNL FUEL	NP65898620	02/05/2024			2,726.37	
	001-161-525	UNL&DSL FUEL	NP65898620	02/05/2024			436.97	
	001-170-525	UNL&DSL FUEL	NP65898620	02/05/2024			449.85	
	001-205-525	UNL FUEL	NP65898620	02/05/2024			34.22	
001	FUELMAN	241237	02/20/2024	02/15/2024			3,181.07	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP65936663	02/12/2024			62.74	
	001-100-525	UNL FUEL	NP65936663	02/12/2024			2,326.52	
	001-161-525	UNL&DSL FUEL	NP65936663	02/12/2024			488.73	
	001-170-525	UNL FUEL	NP65836663	02/12/2024			243.00	
	001-205-525	DSL FUEL	NP65936663	02/12/2024			60.08	
001	BLOSSMAN GAS INC	241239	02/20/2024	02/17/2024			12.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-630	ANNUAL FEE: TANK-EQUIP RENTAL	26307872	01/02/2024			12.00	
001	DELTA COMPUTER SYSTEMS INC	241241	02/20/2024	02/17/2024			665.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-606	MAR 2024 ACCT SOFTWARE MAINT	DHLMN12839	02/15/2024			470.00	
	001-092-606	MAR 2024 PRIV LIC SW MAINT	DHLMN12840	02/15/2024			195.00	
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	241242	02/20/2024	02/17/2024			2,499.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-642	NOV 2023 CLUB SUPPORT	11302023	02/12/2024			833.33	
	001-170-642	DEC 2023 CLUB SUPPORT	12312023	02/12/2024			833.33	
	001-170-642	JAN 2024 CLUB SUPPORT	01312024	02/12/2024			833.33	

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001	PYRO SHOWS INC	241243	02/20/2024	02/17/2024			6,000.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-513	FIREWORKS: MG TAILGATE	19757	02/05/2024			6,000.00	
001	GRAND VIEW SECURITY LLC	241244	02/20/2024	02/17/2024			324.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-639	DAHUA 4MP EYEBALL CAMERA	1229170326	01/03/2024			199.00	
	001-100-639	LABOR: REPL GPD CAMERA	1229170326	01/03/2024			125.00	
001	CINTAS CORPORATION	241245	02/20/2024	02/17/2024			672.10	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-535	JAN 04 2024 MAINT	4179087984	01/04/2023			134.42	
	001-205-535	JAN 10 2024 MAINT	4179724052	01/10/2023			134.42	
	001-205-535	JAN 17 2024 MAINT	4180417107	01/17/2023			134.42	
	001-205-535	JAN 24 2024 MAINT	4181137191	01/24/2023			134.42	
	001-205-535	JAN 31 2024 MAINT	4181851971	01/31/2023			134.42	
001	ACE CONTRACTORS INC	241247	02/20/2024	02/17/2024			2,100.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-637	200 AMP CONTRACTOR: 90 STLTS	1766	02/09/2024			1,200.00	
	001-201-637	12 HRS LABOR: 90 ST LIGHTS	1766	02/09/2024			900.00	
001	JACKSON COUNTY CHAMBER OF COMMERCE	241248	02/20/2024	02/17/2024			2,500.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-688	MEMBERSHIP DUES	33674	02/06/2024			2,500.00	
001	REYNOLDS WHOLESALE CO	241253	02/20/2024	02/17/2024			1,010.40	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-510	CS JUMBO JR TISSUE (8)	76172	01/31/2024	240405		212.00	
	001-170-510	#1508 CS MFB TOWELS (10)	76172	01/31/2024	240405		249.50	
	001-170-510	38X58 BLK CAN LINER 100CT (8)	76172	01/31/2024	240405		279.60	
	001-170-510	#275GN 96CT TISSUE (2)	76172	01/31/2024	240405		113.90	
	001-170-510	GAL PEARL HAND SOAP 4CT (3)	76172	01/31/2024	240405		155.40	
001	ACTION PRINTING CENTER INC	241254	02/20/2024	02/17/2024			241.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-500	BUSINESS CARD (250):ADKISSON	2693	02/12/2024	240352		47.00	
	001-100-559	BUSINESS CARD (250):HALL	2693	02/12/2024	240352		47.00	
	001-100-559	BC CASE NUMBER (4,000)	2693	02/12/2024	240352		147.00	
001	WILLIS FURNITURE	241257	02/20/2024	02/17/2024			5,499.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-703	STONELAND ROCKER RECLINER(10)	01112024	01/11/2024	240323		5,499.90	
001	PASCAGOULA TIRE & SERVICE INC	241260	02/20/2024	02/17/2024			1,350.94	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-638	FS FIREHAWK PURSUIT(4): 12559	115876	01/29/2024	240394		497.48	
	001-100-638	INSTALL PACKAGE: 12559	115876	01/29/2024	240394		98.00	
	001-100-638	4 WHL ALIGNMENT: 12559	115876	01/29/2024	240394		79.99	
	001-100-638	FS FIREHAWK PURSUIT(4): 11882	115836	01/26/2024	240395		497.48	

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PASCAGOULA TIRE & SERVICE INC	241260	02/20/2024	02/17/2024			1,350.94	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	INSTALL PACKAGE: 11882		115836	01/26/2024	240395		98.00
	001-100-638	4 WHL ALIGNMENT: 11882		115836	01/26/2024	240395		79.99
001	TIFFANY NOELLE POWER	241264	02/20/2024	02/17/2024			350.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	CTO COURSE: MCLENDON,C		2024-001	02/06/2024	240457		350.00
001	SUN HERALD ADVERTISING	241265	02/20/2024	02/17/2024			42.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-615	PUBL NOTICE: GPC 24-06-VAR		234323	01/31/2024	240363		19.92
	001-090-615	PUBL NOTICE: GPC 24-05-SE		234323	01/31/2024	240363		22.44
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	241267	02/20/2024	02/17/2024			688.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-500	2X4 SHIP LABEL 100/BX		3558502290	02/01/2024	240410		29.79
	001-170-500	1X2-5/8 ADDRESS LABEL 100/BX		3558502290	02/01/2024	240410		25.40
	001-170-500	BRO TN-433 YEL HY CARTRIDGE		3558502290	02/01/2024	240410		136.98
	001-170-500	BRO TN-433 MAG HY CARTRIDGE		3558502290	02/01/2024	240410		136.98
	001-170-500	BRO TN-433 CYAN HY CARTRIDGE		3558502290	02/01/2024	240410		136.98
	001-170-500	BRO TN-433 BLK HY CARTRIDGE		3558502290	02/01/2024	240410		84.98
	001-170-500	STPLS 6X9 STENO PAD 12PK		3558502290	02/01/2024	240410		14.59
	001-170-500	DESKTOP TAPE DISPENSER		3558502290	02/01/2024	240410		4.97
	001-170-500	1-3/8X1-7/8 POST-ITS 24PK		3558502290	02/01/2024	240410		9.95
	001-170-500	BIC MECHANICAL PENCIL 24PK		3558502290	02/01/2024	240410		5.36
	001-100-500	SHARPIE PERM MARKER DZ (2)		3558608999	02/02/2024	240441		16.56
	001-100-500	NOTEPAD 8.5X14 12PK (2)		3558608999	02/02/2024	240441		32.72
	001-100-500	FOLDER LABEL 2/3X3-7/16 (2)		3558608999	02/02/2024	240441		53.18
001	CITY ELECTRIC SUPPLY CO	241268	02/20/2024	02/17/2024			464.56	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-637	PHOTO CELL (4)		PAS/093148	01/30/2024	240403		104.60
	001-201-637	CIRCUIT BREAKER (4)		GFP/013488	01/30/2024	240403		359.96
001	CUPIT SIGNS OF MISSISSIPPI INC	241270	02/20/2024	02/17/2024			43.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	PATCH EASTER BANNERS (3)		36119D	01/31/2024	240398		43.47
001	SPORTABOUT	241271	02/20/2024	02/17/2024			131.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-502	CHEER AWARDS (18)		11139	02/13/2024	240162		121.50
	001-170-502	ENGRAVE SUPERBOWL TROPHY		11139	02/13/2024	240162		10.00
001	AYERS DISTRIBUTING CO	241272	02/20/2024	02/17/2024			1,650.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	CS/1000 TOY FILLED EGG(4)		2259	01/31/2024	240412		660.00
	001-170-513	CS/1000 CANDY FILLED EGG(6)		2259	01/31/2024	240412		990.00
001	AMAZON CAPITAL SERVICE	241274	02/20/2024	02/17/2024			1,854.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-637	AUZILAR 60W LED BULB (30)		1NQMXL13LC	02/02/2024	240400		599.70
	001-090-535	MEN HOODED JACKET MED BLK		1JN6PGVP34	01/27/2024	240397		68.99

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AMAZON CAPITAL SERVICE	241274	02/20/2024	02/17/2024			1,854.42	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	ADJUST FOLD LAPTOP TABLE		1JN6PGVP34	01/27/2024	240397		31.34
	001-090-559	SHIPPING		1JN6PGVP34	01/27/2024	240397		6.99
	001-090-535	MEN HOODED JACKET MED BLK		1PPMDWJXG1	02/15/2024	240397		-68.99
	001-090-535	OXFORD DRESS SHIRT LS		1L9GPW6R97	01/28/2024	240381		22.99
	001-205-559	LED UNDERHOOD WRK LIGHT:SHOP		1L9GPW6R97	01/28/2024	240381		88.99
	001-090-535	MEN HOODED JACKET BRN LG		1L9GPW6R97	01/28/2024	240381		68.99
	001-205-559	VEVOR TOP AUTO CREEPER:SHOP		1L9GPW6R97	01/28/2024	240381		199.98
	001-090-535	CHAPS MEN BUTTON DOWN LS		1L9GPW6R97	01/28/2024	240381		35.99
	001-090-535	MEN FLEECE ZIP JACKET SM		1L9GPW6R97	01/28/2024	240381		34.99
	001-205-559	RECHG LED UNDERHD LIGHT:SHOP		1L9GPW6R97	01/28/2024	240381		97.95
	001-090-535	MEN HOODED JACKET NAVY 2XL		1L9GPW6R97	01/28/2024	240381		68.99
	001-090-535	MEN HOODED JACKET BRN MED		1L9GPW6R97	01/28/2024	240381		68.99
	001-090-535	MEN HOODED JACKET NAY XL		1L9GPW6R97	01/28/2024	240381		68.99
	001-090-535	MEN HOODED JACKET BRN MED		1F9FWLK411	02/15/2024	240381		-68.99
	001-100-559	KODAK CAMERA PIXPRO (4)		1VRHP3M73R	01/31/2024	240414		551.52
	001-090-535	OXFORD DRESS SHIRT LS		1L3WWY7JF7	02/15/2024	240381		-22.99
001	AGJ SYSTEMS & NETWORKS INC	241276	02/20/2024	02/17/2024			164.93	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	4 PORT KVM SWITCH W/USB		111481	01/22/2024	240330		164.93
001	MANDAL AUTOMOTIVE OF D'IBERVILLE LLC	241277	02/20/2024	02/17/2024			211.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	COOLING FAN (2): U #42		5071242	01/29/2024	240393		105.88
	001-100-638	COOLING FAN (2): SPARES		5071279	01/31/2024	240393		105.88
001	CANNON PAF LLC	241278	02/20/2024	02/17/2024			229.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	TUBE-OU 208: COMMAND 33		247497	01/19/2024	240351		270.00
	001-100-570	RTN CR: CLIP (2) FORD EXPLRS		CM247084	12/29/2023			-9.14
	001-100-570	RTN CR: OIL PLUG (4) F150S		CM247084	12/29/2023			-31.20
001	OCCUPATIONAL HEALTH CENTER INC	241279	02/20/2024	02/17/2024			335.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	PRE EMP PHYSICAL: THOMPSON,S		349554	02/08/2024	240402		75.00
	001-100-604	COC DRUG SCRIN: THOMPSON,S		349554	02/08/2024	240402		70.00
	001-161-604	PRE EMP PHYSICAL: MAXWELL,C		349554	02/08/2024	240408		75.00
	001-161-604	COC DRUG SCRIN: MAXWELL,C		349554	02/08/2024	240408		70.00
	001-161-604	PFT: MAXWELL,C		349554	02/08/2024	240408		45.00
001	PERKINS TIRE & POLARIS	241280	02/20/2024	02/17/2024			659.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	GY WRG WORKHORSE HT (4)		9719	02/02/2024	240407		443.68
	001-170-638	WHEEL ALIGNMENT		9719	02/02/2024	240407		109.99
	001-170-638	INSTL FEE: 2004 GMC 1500		9719	02/02/2024	240407		106.00
001	MOTOROLA INC	241281	02/20/2024	02/17/2024			17,641.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-706	IN CAR VIDEO SYS #WGW00122-303		8281818041	02/10/2024	240041		4,560.93
	001-100-706	REMOTE CONF & PROJ MGT		8281818041	02/10/2024	240041		1,368.84
	001-100-706	SVR 16 HDD RAID #WGA00421-117		1411065731	02/13/2024	240040		6,876.40

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MOTOROLA INC	241281	02/20/2024	02/17/2024			17,641.69	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-706	M500 ANNUAL DEVICE LICENSE FEE	1411065731	02/13/2024	240040	240040	3,953.93	
	001-100-706	VIDEO MANAGER ANNUAL LICENSE	8281819122	02/13/2024	240040	240040	881.59	
FUND TOTAL	1 Claims	to	Checks	69 Total	136,251.46 Manual	Held	Total	136,251.46

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	GULF BREEZE CONSTRUCTION INC Account Number 130-130-770	241251	02/20/2024	02/17/2024			426,141.84	
		Description CONSTRUCTION 28.13%		Invoice # 15	Date 02/09/2024	P.O.	Amount 426,141.84	
FUND TOTAL 130 Claims	to	Checks	1 Total	426,141.84	Manual	Held	Total	426,141.84

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	POWELL CONSTRUCTION SERVICES INC	241266	02/20/2024	02/17/2024			2,878.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	INSTL PD PUSH BUTTON SYS(4)		4174	12/04/2023	231186		1,580.00
	156-100-799	GPD BUTTON CNTL KEY (11)		4174	12/04/2023	231186		1,298.00
FUND TOTAL 156 Claims	to	Checks	1 Total	2,878.00	Manual	Held	Total	2,878.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	241126	02/20/2024	02/02/2024			46,654.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		JAN 2024	01/31/2024		46,654.15	
FUND TOTAL 172 Claims	to	Checks	1 Total	46,654.15	Manual	Held	Total	46,654.15

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	GRAND VIEW SECURITY LLC	241127	02/20/2024	02/02/2024			136.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	REPL BATTERY: SSP ALARM		2401240938	02/02/2024			136.00
176	BAY ICE COMPANY INC	241129	02/20/2024	02/02/2024			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	JAN 2024 BOX RENTAL		689250	01/31/2024			50.00
176	LOWES HOME CENTERS INC	241171	02/20/2024	02/08/2024			353.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	KITCHEN FAUCET: RANGER HOUSE		993861	12/29/2023			40.43
	176-170-586	HAND RAIL REPR: SSP BRIDGE		901323	01/09/2024			33.01
	176-170-559	PIPE INS (10);FAUCET CVR (8)		901468	01/10/2024			48.08
	176-170-635	8'75W FL BULB 2PK(8): SHOP		971146	01/18/2024			212.64
	176-170-559	SHOWER CURTAIN RINGS (4)		977772	01/22/2024			18.92
176	C SPIRE WIRELESS	241233	02/20/2024	02/15/2024			53.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	01/31/2024			53.08
176	AD2 INC	241246	02/20/2024	02/17/2024			745.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE FEB 2024		4050	02/15/2024			52.20
	176-170-699	SHOPPING CART		4050	02/15/2024			300.00
	176-170-699	WEBSITE MAINT 01/15-02/14/24		4050	02/15/2024			350.00
	176-170-699	INC SHOP CART: JAN 2024		4050	02/15/2024			31.50
	176-170-699	DOMAIN RENEWAL 2/24-2/25		4050	02/15/2024			11.95
176	GULF SALES AND SUPPLY INC	241255	02/20/2024	02/17/2024			320.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	DW 2100 PRESS WASHER ELEC		1048636	01/31/2024	240406		320.00
FUND TOTAL 176 Claims		to	Checks	6 Total	1,657.81 Manual	Held	Total	1,657.81

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
252	COG HEALTH BENEFIT RESERVE	241130	02/20/2024	02/02/2024			146.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	252-000-104	TR DEP ERR: FUND 005		01192024	01/19/2024			146.40
FUND TOTAL 252 Claims	to	Checks	1 Total	146.40	Manual	Held	Total	146.40

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
309	ALLRED STOLARSKI ARCHITECTS PA	241250	02/20/2024	02/17/2024			124,275.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	309-510-762	SCHEMATIC DESIGN	202173-03	02/14/2024		48,600.00		
	309-510-762	DESIGN DEVELOPMENT	202173-03	02/14/2024		64,800.00		
	309-510-762	ACOUSTICAL CONS SERVS	202173-03	02/14/2024		10,875.00		
FUND TOTAL 309 Claims	to	Checks	1 Total	124,275.00	Manual	Held	Total	124,275.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
355	WAGGONER ENGINEERING INC	241167	02/20/2024	02/07/2024			1,195.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-763	CONSTR PHASE: TRMNT PLANT		41992	02/05/2024			1,195.00
FUND TOTAL 355 Claims	to	Checks	1 Total	1,195.00	Manual	Held	Total	1,195.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	H2O INNOVATION OPERATION & MAINTENANCE	241158	02/20/2024	02/07/2024			183,082.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	JAN 2024 MAINT OPS		2024-01	01/31/2024			183,082.50
400	O'REILLY AUTO PARTS	241162	02/20/2024	02/07/2024			634.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	BATTERY: LS GENERATOR		1978315918	01/08/2024			136.45
	400-651-584	BATTERY: LS GENERATOR		1978315919	01/08/2024			136.45
	400-651-581	BATTERY(2): WELL/TNK GENRTRS		1978316188	01/11/2024			361.89
400	HENZE ENTERPRISES INC	241166	02/20/2024	02/07/2024			950.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	8CY TOPSOIL: HOMESTEAD SWR		32620	02/02/2024			120.00
	400-651-585	8CY CR ASPH: MARY WALKER TAP		32620	02/02/2024			320.00
	400-651-585	8CY RAP: PORT AU PRINCE SWR		32620	02/02/2024			320.00
	400-651-585	4CY CR ASPH: W/S REPRS		32620	02/02/2024			160.00
	400-651-585	2CY TOPSOIL: WESTGATE SWR		32620	02/02/2024			30.00
400	COG DEPOSITORY ACCOUNT	241168	02/20/2024	02/08/2024			131,962.79	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-000-104	JAN 2024 GARBAGE PMTS		01312024	01/31/2024			131,962.79
400	LOWES HOME CENTERS INC	241172	02/20/2024	02/08/2024			372.30	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-635	REPR LEAN-TO		901617	01/02/2024			24.60
	400-650-559	MT BOOTS SIZE 9		901061	01/04/2024			26.43
	400-651-584	HEX BOLT (2): DOLPHIN LS		901174	01/04/2024			3.02
	400-650-559	VOID-NOT OURS: MT BOOTS S9		981978	01/08/2024			-26.43
	400-651-581	YLW ELEC TAPE(3);ELEC TAPE		986646	01/11/2024			35.55
	400-651-584	PIPE WRAP INSULATION		986646	01/11/2024			6.63
	400-651-584	RED ELEC TAPE; FOAM PIPE INS		986646	01/11/2024			31.21
	400-651-583	QK 20LB HYD WTR STOP (2)		901329	01/19/2024			40.84
	400-651-584	HARDWARE; DUCT TAPE: LS REPR		901461	01/19/2024			26.47
	400-650-635	SUPPLIES: SHOP LIGHT UPGRADE		901171	01/23/2024			153.19
	400-650-635	SUPPLIES: SHOP LIGHT UPGRADE		960811	01/23/2024			14.74
	400-650-559	WD40 2PK(2);BLUE MRKG PAINT		901493	01/24/2024			36.05
400	ARISTA INFORMATION SYSTEMS INC	241188	02/20/2024	02/09/2024			4,532.23	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JAN 2024 PRINTING 2067001		0009275	01/31/2024			1,110.50
	400-650-698	JAN 2024 POSTAGE 2067001		0009275	01/31/2024			3,421.73
400	WASTE MANAGEMENT OF MS-GLF COAST INC	241229	02/20/2024	02/15/2024			1,761.69	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	1/16-31/24: TIMBERLANE		8108103002	02/01/2024			1,761.69
400	AT&T	241230	02/20/2024	02/15/2024			66.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICES		2284972276	02/06/2024			66.80

Docket of Claims
Release date from 02/20/2024 thru 02/20/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SOUTHERN LINC	241231	02/20/2024	02/15/2024			86.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FEB 2024 SERV CHGS		255843	02/01/2024			86.76
400	C SPIRE WIRELESS	241234	02/20/2024	02/15/2024			48.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	CELL PHONE		0030759348	01/31/2024			48.91
400	FUELMAN	241236	02/20/2024	02/15/2024			138.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP65898620	02/05/2024			138.68
400	FUELMAN	241238	02/20/2024	02/15/2024			159.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP65936663	02/12/2024			159.02
400	COGENT STRATEGIES LLC	241240	02/20/2024	02/17/2024			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROF FEES: 02/06/24-03/5/24		3367	02/16/2024			7,500.00
400	AUTO TRUCK AND TRAILER PARTS INC	241252	02/20/2024	02/17/2024			161.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	B53 BELT (6): LIFT STNS		311291	01/08/2024	240325		118.68
	400-651-584	8QT 30W ND OIL (8): L-STNS		311433	01/11/2024	240338		42.40
400	SOUTHERN PIPE & SUPPLY CO INC	241256	02/20/2024	02/17/2024			807.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	10X3/4 IRON SADDLE (2)		9032978-00	01/22/2024	240372		240.54
	400-651-581	10X1 IRON SADDLE (2)		9032978-00	01/22/2024	240372		248.40
	400-651-581	CLAMP FLEX CPLG(12): WHOUSE		8987889-00	01/22/2024	240332		89.40
	400-650-559	2X36 METER SIGHT SCOPE (2)		9098108-00	02/02/2024	240428		129.58
	400-650-559	36" BIG PRO HAND PUMP (2)		9098108-00	02/02/2024	240428		99.50
400	CONSOLIDATED PIPE & SUPPLY	241258	02/20/2024	02/17/2024			680.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	3/4 MUL P25146R-N BV (8)		3749004001	01/29/2024	240288		680.00
400	CENTRAL PIPE SUPPLY-JACKSON	241261	02/20/2024	02/17/2024			7,821.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	PVC PRESR REPR COUP 4" (12)		0360273001	01/31/2024	240364		839.52
	400-651-581	PVC S40 BUSING 4"X3" (12)		0360273001	01/31/2024	240364		133.68
	400-651-581	PVC SXG SDR35 RED 6"X4" (12)		0360273001	01/31/2024	240364		346.56
	400-651-583	S40 FEM ADAPTER 4" (12)		0360273001	01/31/2024	240364		125.04
	400-651-581	PVC S40 90 ELL S/W 4" (12)		0360273001	01/31/2024	240364		220.20
	400-651-581	4" S40 PVC S/W 22 1/2 (12)		0360273001	01/31/2024	240364		339.84
	400-651-581	PVC S/W SDR-35 CAP 4" (12)		0360273001	01/31/2024	240364		54.24
	400-651-581	PVC S40 S/W WYE 4" (12)		0360273001	01/31/2024	240364		828.48
	400-651-581	PVC S40 45 STREET SPIGOT (12)		0360273001	01/31/2024	240364		245.88
	400-651-583	2X6.8 HYMAX COUPLING (6)		0362181001	02/07/2024	240451		920.04
	400-651-583	4X8.8 HYMAX COUPLING (6)		0362181001	02/07/2024	240451		1,505.10

Docket of Claims
Release date from 02/20/2024 thru 02/20/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CENTRAL PIPE SUPPLY-JACKSON	241261	02/20/2024	02/17/2024			7,821.66	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	RBR FLEX TEE W/CLAMP 4"(12)		0362266001	02/07/2022	240452		691.44
	400-651-581	BRASS MALE ADAPTER 3/4"(12)		0362266001	02/07/2022	240452		330.60
	400-651-581	BRASS FEM ADAPTER 3/4"(12)		0362266001	02/07/2022	240452		328.32
	400-651-581	PVC S40 90 ELL S/W 4"(12)		0362266001	02/07/2022	240452		201.36
	400-651-581	3/4" BRASS CURB STOP(12)		0362266001	02/07/2022	240452		711.36
400	COAST CHLORINATOR & PUMP CO INC	241262	02/20/2024	02/17/2024			4,687.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	STA-RITE BOOSTER PUMP 1HP		76867	01/19/2024	240360		2,222.00
	400-651-581	20% DISC: ION PLANT		76867	01/19/2024	240360		-444.40
	400-651-581	PMKIT 500PPD 10KGH:MALL WELL		76868	01/19/2024	240373		150.00
	400-651-581	TUBING CON 3/8X1/4		76868	01/19/2024	240373		16.00
	400-651-581	SHOP LABOR: ADV EJECTOR ASSY		76868	01/19/2024	240373		75.00
	400-651-581	MAINT KIT EJA-1000		76868	01/19/2024	240373		120.00
	400-651-581	SHOP LABOR: HYDRO EJECTOR		76868	01/19/2024	240373		105.00
	400-651-581	MAINT KIT EJA-1000 (2)		76886	01/25/2024	240390		240.00
	400-651-581	SHOP LABOR: HYDRO EJECT		76886	01/25/2024	240390		105.00
	400-651-581	ASO PM KIT SP-100 REPR KIT		76886	01/25/2024	240390		135.00
	400-651-581	SHOP LABOR: HYDRO ASO MOD		76886	01/25/2024	240390		115.00
	400-651-581	PM KIT ASO MODULE		76886	01/25/2024	240390		120.00
	400-651-581	TUBING CONN 3/8X1/4 NPT(3)		76886	01/25/2024	240390		48.00
	400-651-581	SHOP LABOR: ADV ASO MOD		76886	01/25/2024	240390		105.00
	400-651-581	KIT MAINT 480 VRS		76886	01/25/2024	240390		113.00
	400-651-581	FLOW TUBE		76886	01/25/2024	240390		5.00
	400-651-581	TUBING CONN 3/8X1/4 NPT(2)		76886	01/25/2024	240390		32.00
	400-651-581	SHOP LABOR: ADV MODEL 481C5		76886	01/25/2024	240390		110.00
	400-651-581	INLET CAPSULE ASSY PM KIT		76886	01/25/2024	240390		47.00
	400-651-581	KIT MAINT 480 VRS		76886	01/25/2024	240390		226.00
	400-651-581	INLET CAPSULE ASSY PM KIT		76886	01/25/2024	240390		94.00
	400-651-581	FLOW TUBE		76886	01/25/2024	240390		10.00
	400-651-581	TUBING CONN 3/8X1/4 NPT (4)		76886	01/25/2024	240390		64.00
	400-651-581	SHOP LABOR: ADV MODEL 481C5		76886	01/25/2024	240390		110.00
	400-651-581	SHOP LABOR: HYDRO EJECT		76886	01/25/2024	240390		105.00
	400-651-581	SHOP LABOR: ADV MODEL 481C5		76886	01/25/2024	240390		110.00
	400-651-581	DIFFUSER 4504573 (2)		76887	01/26/2024	240396		70.00
	400-651-581	NOZZLE COMBO HOSE/THREAD(2)		76887	01/26/2024	240396		290.00
	400-651-581	SS LIQD FILL PRESS GAUGE(5)		76920	02/05/2024	240386		110.00
	400-651-581	3/8X1/4 NPT TUBING CONN (5)		76948	02/09/2024	240454		80.00
400	BAY MOTOR WINDING INC	241263	02/20/2024	02/17/2024			1,685.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	NEW 3PH MOTOR: M BLUFF		128214	02/07/2024	240384		1,685.00
400	CITY ELECTRIC SUPPLY CO	241269	02/20/2024	02/17/2024			926.31	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	85A CONT AUX 120VAC COIL (2)		PAS/093030	01/24/2024	240387		500.08
	400-651-584	OL RELAY 70-95A (2): LS-25		PAS/093030	01/24/2024	240387		143.21
	400-651-584	OL RELAY 70-95A (2): LS-25		WB1/537137	01/24/2024	240387		143.21
	400-651-584	32A 3P CONT AUX 240VAC COIL		PAS/093032	01/24/2024	240388		97.41
	400-651-584	OL RELAY 22-32A: LS-24		PAS/093032	01/24/2024	240388		42.40

Docket of Claims
Release date from 02/20/2024 thru 02/20/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	BMW PUMP & EQUIPMENT LLC	241273	02/20/2024	02/17/2024			8,044.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	INSPT/REBLD/TEST: FIRE HYD		3683	01/15/2024	240216		95.00
	400-651-581	STATOR/LINER ASSY: FIRE HYD		3683	01/15/2024	240216		99.05
	400-651-583	E-ONE METERG PUMP JOB 72795		3681	01/15/2024	240255		1,925.00
	400-651-583	E-ONE METERG PUMP JOB 72796		3681	01/15/2024	240255		1,925.00
	400-651-581	E-ONE METERG PUMP (2)		3682	01/15/2024	240222		3,850.00
	400-651-583	FREIGHT		3682	01/15/2024	240222		150.00
400	AMAZON CAPITAL SERVICE	241275	02/20/2024	02/17/2024			39.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-535	RIUETAR RAIN BOOTS PINK		1LWVYN4QCT	01/30/2024	240389		23.99
	400-650-535	RTN: RIUETAR RAIN BOOTS PINK		1FVHDY3RLF	02/01/2024	240389		-23.99
	400-650-535	MOERDENG WP RAIN JACKET PINK		1DLNY6WJF9	02/05/2024	240389		39.99
400	J H WRIGHT & ASSOCIATES INC	241282	02/20/2024	02/17/2024			180.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	SQUARE D BREAKER 60A(4):LSTN		458046	01/29/2024	240362		180.00
FUND TOTAL 400 Claims	to	Checks	23 Total	356,329.58 Manual		Held		Total 356,329.58

Docket of Claims
Release date from 02/20/2024 thru 02/20/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
401	CONSOLIDATED PIPE & SUPPLY	241259	02/20/2024	02/17/2024			472.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	401-651-702	OPTICAM BATTERY ADPT 18V		MS03796	02/08/2024	240383	210.00	
	401-651-702	BATTERY W/CHRG 18V		MS03796	02/08/2024	240383	262.00	
FUND TOTAL 401 Claims	to	Checks	1 Total	472.00 Manual		Held	Total	472.00

Docket of Claims
Release date from 02/20/2024 thru 02/20/2024

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	241140	02/20/2024	02/05/2024			106,108.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	JAN 2024 RES GARBAGE (6316)		0001366808	01/31/2024		106,108.80	
FUND TOTAL 404 Claims	to	Checks	1 Total	106,108.80	Manual		Held	Total 106,108.80

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	69 Total	136,251.46 Manual	Held	Total	136,251.46
FUND 130 Claims	to	Checks	1 Total	426,141.84 Manual	Held	Total	426,141.84
FUND 156 Claims	to	Checks	1 Total	2,878.00 Manual	Held	Total	2,878.00
FUND 172 Claims	to	Checks	1 Total	46,654.15 Manual	Held	Total	46,654.15
FUND 176 Claims	to	Checks	6 Total	1,657.81 Manual	Held	Total	1,657.81
FUND 252 Claims	to	Checks	1 Total	146.40 Manual	Held	Total	146.40
FUND 309 Claims	to	Checks	1 Total	124,275.00 Manual	Held	Total	124,275.00
FUND 355 Claims	to	Checks	1 Total	1,195.00 Manual	Held	Total	1,195.00
FUND 400 Claims	to	Checks	23 Total	356,329.58 Manual	Held	Total	356,329.58
FUND 401 Claims	to	Checks	1 Total	472.00 Manual	Held	Total	472.00
FUND 404 Claims	to	Checks	1 Total	106,108.80 Manual	Held	Total	106,108.80
Total for all Funds		Checks	106 Total	1,202,110.04 Manual	Held	Total	1,202,110.04

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting: February 20, 2024
Title: Approval of Minutes from the Regular Council Meeting held February 6, 2024

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

Summary Explanation: Approval of Minutes from the Regular Council Meeting held February 6, 2024

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

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

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

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

Action Taken:

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

ORDER NUMBER 000-2024

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Regular Council Meeting held February 6, 2024 are hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

Tuesday
February 6, 2024
Gautier, Mississippi

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

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

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
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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

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

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

1. Revised Consent Agenda Item 6

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

Announcements

None

Presentation

None

**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:

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 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 475-2024

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 Elbin**, and the following vote was recorded:

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

NAYS: None

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of 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 001-092-607	Description POSTAGE METER #6095325		Invoice # 0434-6213	Date 01/21/2024	P.O.	Amount	1,300.00
001	MS DEPT ARCHIVES & HISTORY	240990	02/06/2024	01/22/2024			87.50	
	Account Number 001-000-279	Description RECORD FEES: 4 QTR 2023		Invoice # 12312023	Date 12/31/2023	P.O.	Amount	87.50
001	DELTA COMPUTER SYSTEMS INC	240992	02/06/2024	01/22/2024			665.00	
	Account Number 001-092-606	Description FEB 2024 ACCT SOFTWARE MAINT		Invoice # DHLMN12531	Date 01/15/2024	P.O.	Amount	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 001-900-969	Description BUDGETED TRX: DEBT SERVICE		Invoice # 02012024	Date 02/01/2024	P.O.	Amount	228,655.00
001	M & E FEED & SEED	240996	02/06/2024	01/22/2024			378.93	
	Account Number 001-100-514	Description DOG FOOD (7)		Invoice # 747913	Date 01/24/2024	P.O.	Amount	378.93
001	SPARKLIGHT	240997	02/06/2024	01/22/2024			127.95	
	Account Number 001-100-699	Description JAN 2024:POLICE 107718371		Invoice # 01082024	Date 01/07/2024	P.O.	Amount	127.95
001	SPARKLIGHT	240998	02/06/2024	01/22/2024			62.38	
	Account Number 001-100-699	Description JAN 2024:CBL BOX#118476316		Invoice # 01082024	Date 01/07/2024	P.O.	Amount	62.38
001	RJ YOUNG COMPANY LLC	241000	02/06/2024	01/22/2024			470.88	
	Account Number 001-092-698	Description GSHZ00-01 RENTAL FEE		Invoice # INV6719669	Date 01/10/2024	P.O.	Amount	470.88
001	GLOBALSTAR	241007	02/06/2024	01/22/2024			102.77	
	Account Number 001-092-605	Description MONTHLY SERVICE		Invoice # 0063809186	Date 01/16/2024	P.O.	Amount	102.77
001	FUELMAN	241008	02/06/2024	01/22/2024			3,235.33	
	Account Number 001-090-525	Description UNL FUEL		Invoice # NP65780040	Date 01/15/2024	P.O.	Amount	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 001-100-525	Description UNL FUEL		Invoice # NP65803139	Date 01/22/2024	P.O.	Amount	2,267.81
	001-161-525	UNL&DSL FUEL		NP65803139	01/22/2024			467.77

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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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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	ROUNDAABOUT 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

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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

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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		
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		
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

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156	PMAM CORPORATION	241091	02/06/2024	01/31/2024			3,250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	156-100-799	HCM POLICE PROG MGT 1 YR		202401051	01/23/2024			3,250.00
FUND TOTAL 156 Claims	to	Checks	1 Total	3,250.00	Manual	Held	Total	3,250.00

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171	GOODWYN MILLS & CAWOOD INC	241030	02/06/2024	01/29/2024			1,608.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-762	BIDDING/NEGOTIATION: 50%		2400054	02/21/2024			1,608.00
FUND TOTAL 171 Claims	to	Checks	1 Total	1,608.00	Manual	Held	Total	1,608.00

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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

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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 200Z DR PEPPER (1)		3962635107	01/26/2024			31.00
	176-170-541	CS 200Z COKE (1)		3962635107	01/26/2024			31.00
	176-170-541	CS 200Z 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

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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

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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

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

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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	Description		Invoice #	Date	P.O.	Amount	
	355-723-763	CONSTR PHASE: TRMNT PLANT		41890	01/12/2024			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
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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	GS1100-01 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	

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

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

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
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
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
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
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
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
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

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

Councilman Colledge made the motion to approve consent agenda items 1-11, as presented. 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 476-2023

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

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

Motion was made by **Councilman Colledge**, seconded by **Councilman 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 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 477-2024

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 **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

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 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 478-2024

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 **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

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 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

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:

Title:

Date:

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:

Title:

Date:

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:

Title:

Date:

**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:

CONTRACT FOR: Construction

OWNER: ☐ARCHITECT: ☐CONTRACTOR: ☐TO OWNER: *(Name and address)*City of Gautier
3330 Hwy 90
Gautier, MS 39553

CONTRACT DATED:

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)**(Signature of authorized representative)*Debbie Dunaway, Attorney-in-Fact*(Printed name and title)*Attest:
(Seal):



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



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

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

Signed and sealed at the City of Brookfield, WI this 4th day of December, 2023.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

MORAN HAULING, INC.

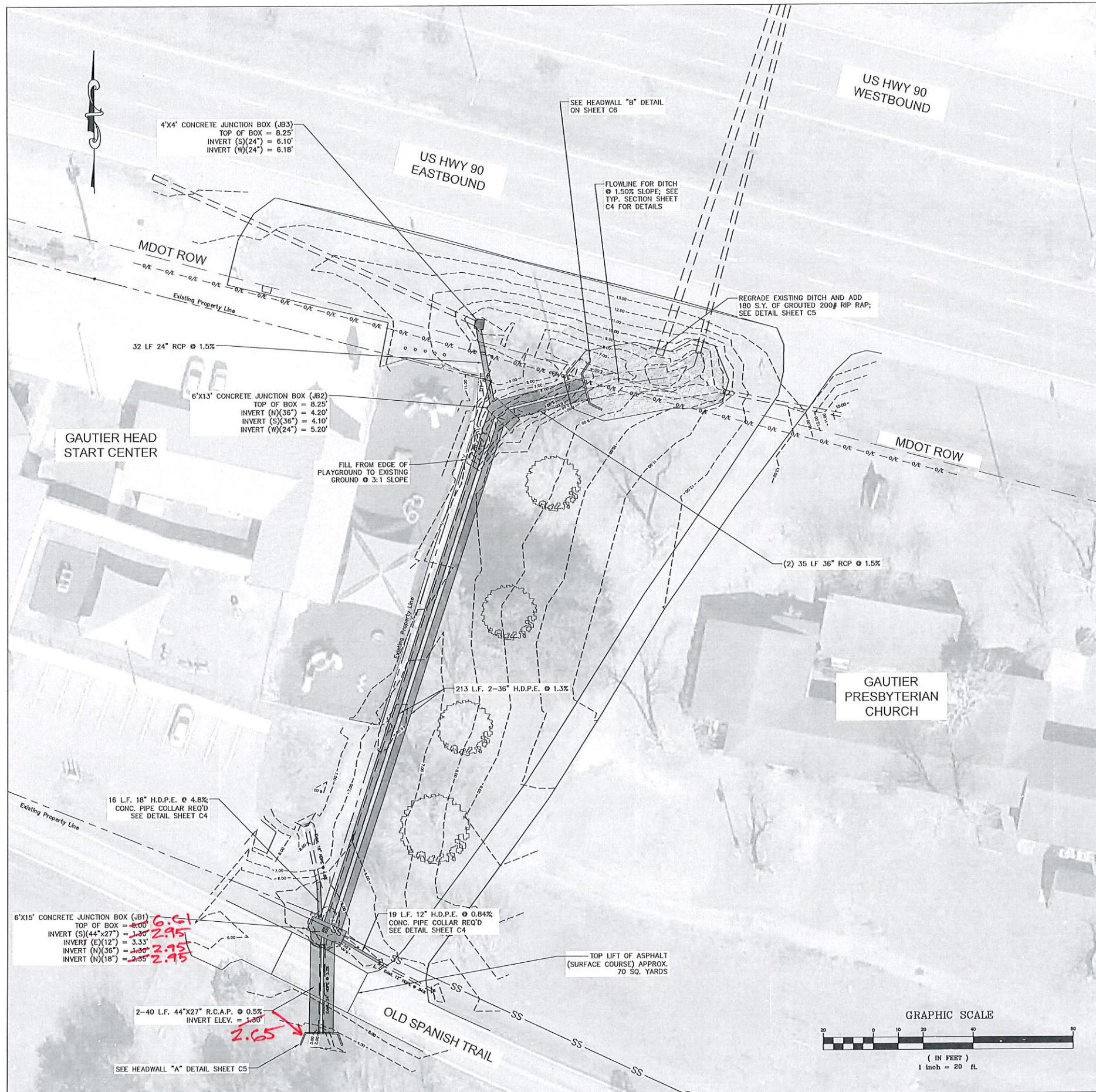
10380 Three Rivers Rd., Gulfport, MS 39503, Office: (228) 206-1850

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:
 - #5 TO #10 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. SPIES
Checked	M. KIRKLAND
Approved	M. SEYMOUR
Date	MARCH 2022

Sheet Title
DRAINAGE PLAN

Project Name
GAUTIER HEAD START CENTER
GAUTIER, MISSISSIPPI

SEYMOUR ENGINEERING
925 TOMMY MUNRO DRIVE, SUITE G
BILOXI, MISSISSIPPI 39532
PHONE: 228-385-2350 FAX: 228-385-2355

Sheet
C2

Project No.
21-066.09

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

ORDER NUMBER 479-2024

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 **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

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 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

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. Period of Performance

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. Consideration and Payment

- 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. *Request for Payment.* SUB-RECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUB-RECIPIENT shall submit monthly Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to invoices@mdeq.ms.gov. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall

be submitted to MDEQ no later than forty-five (45) days after the end date of this Agreement. The monthly Reimbursement Request shall include breakdowns of personnel, position, dates worked, tasks performed, and 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. Contracts

SUB-RECIPIENT must notify MDEQ in writing prior to contracting any portion of the Work. MDEQ, in its sole discretion, shall have the right to reject the letting of any such contract. 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. Public Communications and Logo Usage

Unless otherwise required by applicable law (based upon the reasonable advice of counsel), SUB-RECIPIENT shall not make any public announcements, communicate with any news media, or provide materials to the public related to this Agreement without first obtaining the written consent of MDEQ. This includes any materials prepared for presentations or materials prepared for distribution to the public. The Parties shall cooperate as to the timing and contents of any such announcement prior to any such communications to the public. The SUB-RECIPIENT must provide materials subject to this provision to MDEQ, for determination of approval, ten (10) days prior to the anticipated publication or other form of public release of such materials. This provision shall not be deemed to limit the SUB-RECIPIENT's ability to discuss this Agreement or Work in meetings required to be held as open meetings by Miss. Code Ann. § 25-41-1 *et seq.*, or as otherwise necessary to inform the public of the existence of the Project as is reasonably tailored to keep the public informed of project progress or to address public safety or planning concerns. This provision shall also not apply to any publications, notices, communications, transmittals or the like

required of SUB-RECIPIENT to comply with its contractual obligations related to this Agreement, for procurement of vendors, or compliance with applicable state, federal or local law applicable to the Agreement or Work.

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals), or signage produced with funds from this Agreement and the Federal Award, or informing the public about the activities funded in whole or in part by this Agreement and the Federal Award, must clearly display the following language:

“This project was paid for [in part] with federal funding from the 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. Counterparts

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF GAUTIER

Signature of Authorized Representative

Printed Name

Title

Date

ATTACHMENT A
FEDERAL AWARD

1. DATE ISSUED MM/DD/YYYY 09/07/2023		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	
8. TITLE OF PROJECT (OR PROGRAM) Water Quality Improvement Program for Coastal Mississippi Waters			

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

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)		12. AWARD COMPUTATION																	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 6,849,784.00																	
II Total project costs including grant funds and all other financial participation		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):																	
		<table><tr><td>YEAR</td><td>TOTAL DIRECT COSTS</td><td>YEAR</td><td>TOTAL DIRECT COSTS</td></tr><tr><td>a. 2</td><td></td><td>d. 5</td><td></td></tr><tr><td>b. 3</td><td></td><td>e. 6</td><td></td></tr><tr><td>c. 4</td><td></td><td>f. 7</td><td></td></tr></table>		YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS	a. 2		d. 5		b. 3		e. 6		c. 4		f. 7	
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:																	
		<table><tr><td>a. DEDUCTION</td><td rowspan="5">a</td></tr><tr><td>b. ADDITIONAL COSTS</td></tr><tr><td>c. MATCHING</td></tr><tr><td>d. OTHER RESEARCH (Add / Deduct Option)</td></tr><tr><td>e. OTHER (See REMARKS)</td></tr></table>		a. DEDUCTION	a	b. ADDITIONAL COSTS	c. MATCHING	d. OTHER RESEARCH (Add / Deduct Option)	e. OTHER (See REMARKS)										
a. DEDUCTION	a																		
b. ADDITIONAL COSTS																			
c. MATCHING																			
d. OTHER RESEARCH (Add / Deduct Option)																			
e. OTHER (See REMARKS)																			
		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:																	
		<table><tr><td>a. The grant program legislation.</td></tr><tr><td>b. The grant program regulations.</td></tr><tr><td>c. This award notice including terms and conditions, if any, noted below under REMARKS.</td></tr><tr><td>d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.</td></tr></table>		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.												
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. 165	d.	e.	

NOTICE OF AWARD (Continuation Sheet)

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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:

NOTICE OF AWARD (Continuation Sheet)

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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.

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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.

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- **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;

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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

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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

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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.

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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.

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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

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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

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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

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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

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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

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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

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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 entity¹ (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 Principles 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 budget³ 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:
 - o 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);
 - o Appendix IV to 2 C.F.R. Part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;
 - o 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) = $\{[\Sigma (\text{negative variances})] / \text{total award budget}\} \times 100$.

- o Appendix VI to 2 C.F.R. Part 200 – Public Assistance Cost Allocation Plans; and
- o 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 property⁶ 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 intangible⁷ 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 findings⁸ 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 data⁹ 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](http://harvester.census.gov/sac/).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 influence¹⁴ 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](https://www.sam.gov)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](http://www.fws.gov/cbra/Maps/Mapper.html).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 identify 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. 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](http://USA.Spending.gov).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: <i>Water Quality Improvement Program for Coastal Mississippi Waters</i>	
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): <i>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.</i> 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): <i>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.</i> 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): <i>Indicate which HUC8 Watersheds your project will take place.</i> 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: <i>If, “Yes”, indicate all Federal Tribes associated with the workplan. Multiple tribes may be identified.</i>
Note: <i>This information should be consistent with Tribal information included in the Program Award record in PIPER.</i>	

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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Feng, Z., A. Reniers, B. K. Haus, H. M. Solo-Gabriele, and E. A. Kelly. 2016. Wave energy level and geographic setting correlate with Florida beach water quality. *Marine Pollution Bulletin* 104, 54-60.

Iverson, G. 2019. Nutrient contributions from septic systems in nutrient-sensitive watersheds: quantifying nutrient inputs, reductions methods, and economic feasibility. Doctoral Dissertation, East Carolina University. Available online: <https://thescholarship.ecu.edu/handle/10342/7220> Last accessed: 5.3.2022.

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Mallin, M.A., Williams, K.E., Esham, E.C., Lowe, R.P. 2000. Effect of human development on bacteriological water quality in coastal watersheds. *Ecological Applications* 10(4), 1047-1056

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Reisinger, A.J., Woytowicz, 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

Swann, C. 2008. The Influence of septic systems at the watershed level. *Urban Lake Management* 821- 834. Available online: <http://saublesewer.devuna.com/Documents/20080523%20The%20influence%20of%20septic%20systems%20at%20the%20Watershed%20Level.pdf> Last accessed: 5.3.2022

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).*

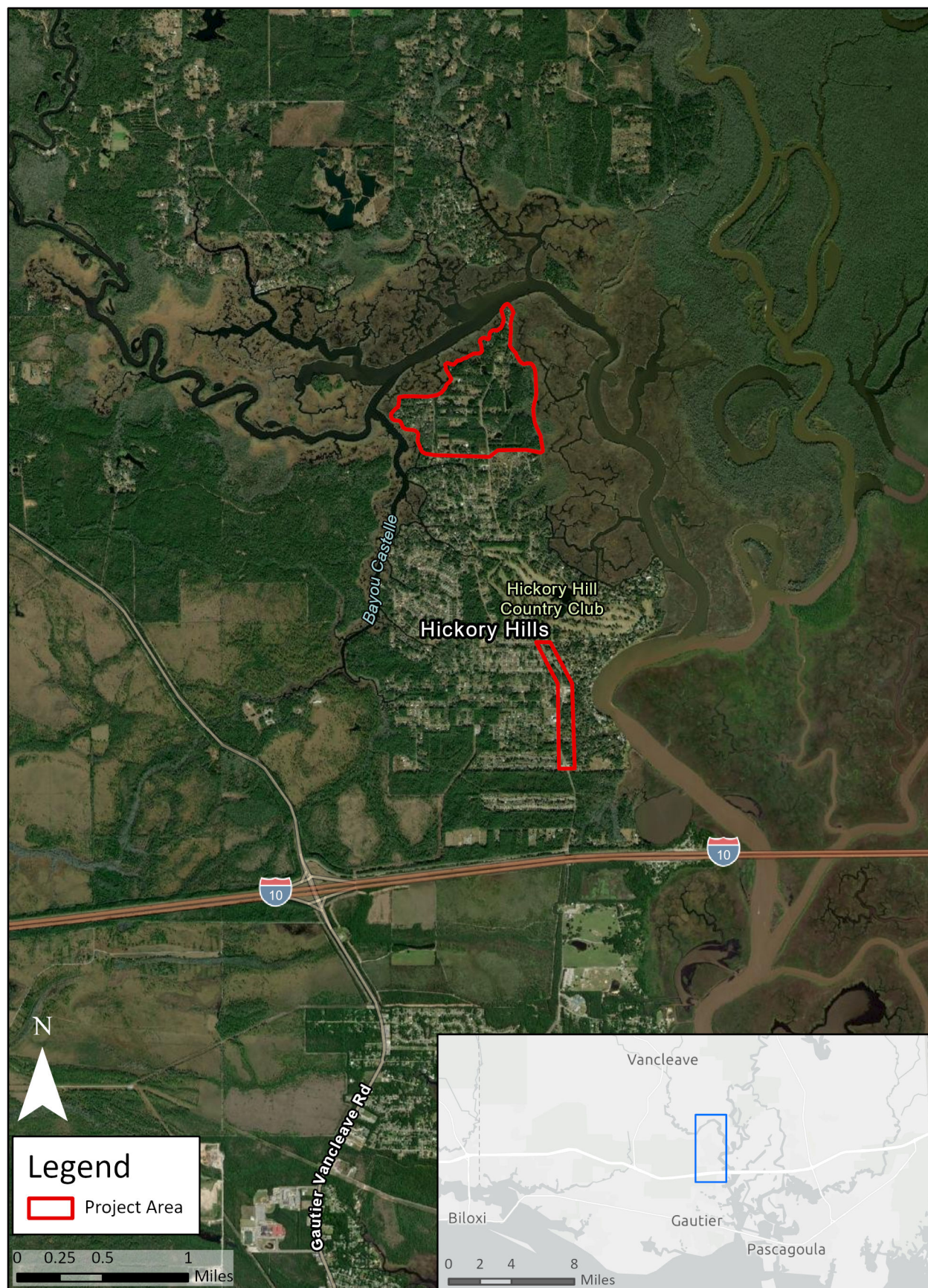
Planning, Environmental Education and Outreach: *The environmental compliance checklist should not be completed for Council-Selected Restoration Component activities that involve only planning, outreach and/or environmental education (with no approval of implementation funding) [This workplan is for planning activities only.](#)*

<i>Activity Name (as listed in FPL or SEP):</i>	<i>Is this checklist for a project within an approved program? (Yes/No/N/A)</i>	<i>For projects within programs, provide name of specific project:</i>
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)



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.

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). Additionally, in environments where soil wetness, high water tables, and frequent storm events are common occurrences, septic system failure increases (Kohler et al., 2020).

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.

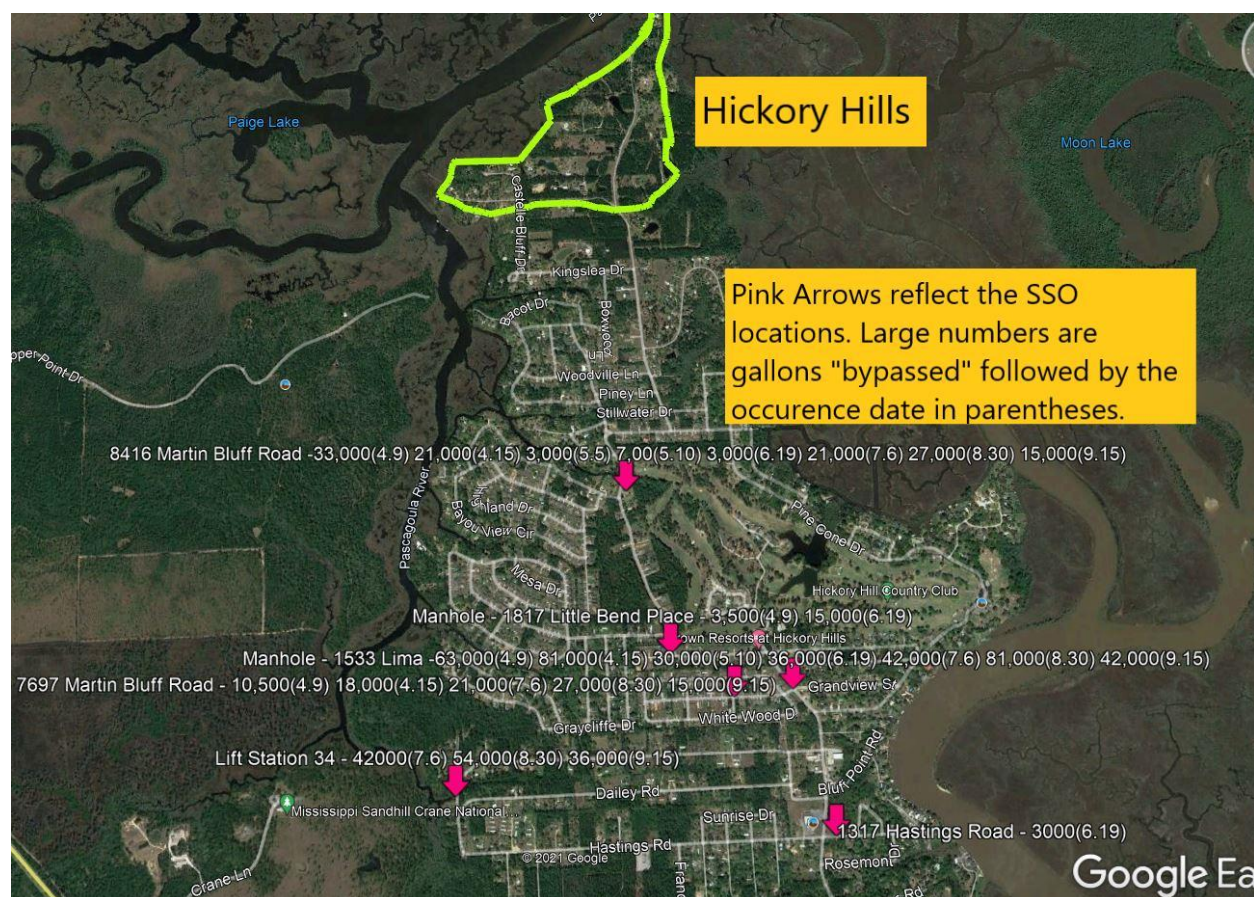


Figure 1. Hickory Hills project area that will receive septic-to-sewer upgrades, as well as the downstream Sanitary Sewer Overflows (SSOs) in which planning around pump-station and sewer infrastructure upgrades will be evaluated.

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 only if all of the following conditions are satisfied:

- A. SUB-RECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. no audit, litigation or other action arising out of or related in any way to this Project is commenced before SUB-RECIPIENT provides the records and corresponding certification to 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.

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

ORDER NUMBER 480-2024

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 **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

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 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

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:

By:

Date:

ENGINEER:

By:

Date:

OWNER:

By:

Date:

SUMMARY CHANGE ORDER NO. 1

21-066.07 JACKSON COUNTY ANIMAL SHELTER WATER MAIN EXTENSION

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL CONTRACT			AMENDED QUANTITIES		CONTRACT REVISIONS		TOTAL
			PRICE	QUANTITY	EXTENSION	INCREASE	DECREASE	QUANTITY	EXTENSION	
4	Size "G10" 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	\$22.04		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
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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

A handwritten signature in blue ink, appearing to read 'Matt Kirkland', is written over the printed name.

Matt Kirkland, P.E.
Project Engineer

Enclosures: Pay Application #4

PAYMENT APPLICATION

3330 US-90

NAME AND

Page 1
12/21/2023

TO: City of Gautier		PROJECT Jackson Co Animal Shelter Water Main Extensi		APPLICATION # 4	Distribution to:
Gautier, MS 39553	LOCATION:	PROJECT #s:	21.066.07		
Attn: Accounts Payable		ARCHITECT:	DATE OF CONTRACT: 05/04/2023		
FROM: Gulf Coast Solutions, LLC					
12300 Big Creek Road					
Gulfport, MS 39503					
FOR:					

☐ 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	\$35,173.52
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$396,949.02
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	<u>\$396,949.02</u>
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)	<u> </u>
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	377,017.02
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$202,024.00
8. PAYMENT DUE	\$114,993.02
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$19,932.00

CONTRACTOR'S SIGNATURE AND NOTARY

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 Date: 1/22/24

By: [Signature] State of: Mississippi County of: Pearl River 22 day of January

Subscribed and sworn to before me this 22 day of January

Notary Public: Candace Graves

My Commission Expires: 09/06/2025

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'S SIGNATURE AND DATE

ARCHITECT: [Signature] Date: 1-23-24

By: [Signature]

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.

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	

PAYMENT APPLICATION

Quantum Software Solutions, Inc. Document

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		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)		
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD							
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 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 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 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 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	\$0.00 709.42	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	\$0.00 722.04	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%	\$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	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	\$0.00 667.00	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%	\$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 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 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 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 28.00	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 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 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	\$0.00 155.00	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		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)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
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 hereby
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 Representative

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

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

Bond No. 107823207

TO OWNER:
(Name and address)

City of Gautier
3330 US 90
Gautier, MS 39553

PROJECT:
(Name and address)

City of Gautier Jackson County Animal Shelter Water Main Extension

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Same as Below

CONTRACT DATED:

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.)

Attest:
(Seal):

Blake Johnson



Travelers Casualty and Surety Company of America
(Surety)

By:
(Signature of authorized representative)

Stephen Wesley Price, Jr. Attorney-in-Fact
(Printed name and title)



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

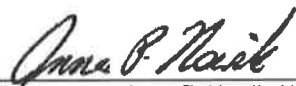
City of Hartford ss.

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



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)

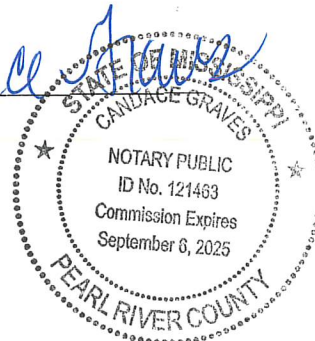
Yvette R. Breazeale, Managing Member
(Printed name and title)

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

My Commission Expires: 9/6/2025





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

A handwritten signature in blue ink, appearing to read 'Matt Kirkland', is written over the typed name.

Matt Kirkland, P.E.
Project Engineer

Enclosures: Pay Application #5 (Retainage)

PAYMENT APPLICATION

3330 US-90

NAME AND

Page 1
12/21/2023

TO: City of Gautier		PROJECT Jackson Co Animal Shelter Water Main Extensi		PERIOD THRU: 5	Distribution to:
FROM: Gulf Coast Solutions, LLC 12300 Big Creek Road Gulfport, MS 39503		ARCHITECT:		PROJECT #s: 21,066.07	OWNER ARCHITECT CONTRACTOR
LOCATION:		DATE OF CONTRACT: 05/04/2023			

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	\$35,173.52	
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$396,949.02	
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$396,949.02	
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)	396,949.02	
7. LESS PREVIOUS PAYMENT APPLICATIONS	357,617.02	
8. PAYMENT DUE	\$19,332.00	
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	

PAYMENT APPLICATION	
---------------------	--

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: Michael L. Davis
 State of: Mississippi
 Subscribed and sworn to before me this 22 day of January 2023
 Notary Public: Carnece Graves
 My Commission Expires: 09/06/2025



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: [Signature]
 By: [Signature]
 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.

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

ORDER NUMBER 481-2024

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 **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

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 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, Guillotville Rd, and Valleywood Sewer – Professional Services Agreement with Seymour Engineering

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a professional services agreement with Seymour Engineering for work associated with the Sanitary Sewer Mains Rehabilitation Phase II for College Park, Guillotville Road, and Valleywood Subdivision Project in an amount not to exceed \$219,300.

BACKGROUND:

The residential neighborhoods of College Park, Guillotville 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, Guillotville 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, Guillotville 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 OWNER'S sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's independent professional associates or consultants.

4.3. Insurance.

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

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

4.4. Controlling Law.

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

4.5. Successors and Assigns.

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

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

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

SECTION 5 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 5.1 This Agreement is subject to the following special provisions.
- 5.1.1 The Final Design and Construction Phases of this Contract between the the City of Gautier and Seymour Engineering, are subject to the availability and amount of funding for this project.
- 5.2 The following Exhibits are attached to and made a part of this Agreement:
- 5.2.1 **Exhibit A** Duties, Responsibilities and Limitations of Authority of Resident Project Representative, consisting of 3 pages.
- 5.2.2 **Exhibit B** Seymour Engineering Man-Hour Fee Schedule, consisting of 1 page.
- 5.2.3 **Exhibit C** Payments to Engineer, consisting of 2 pages.
- 5.2.4 **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 of 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

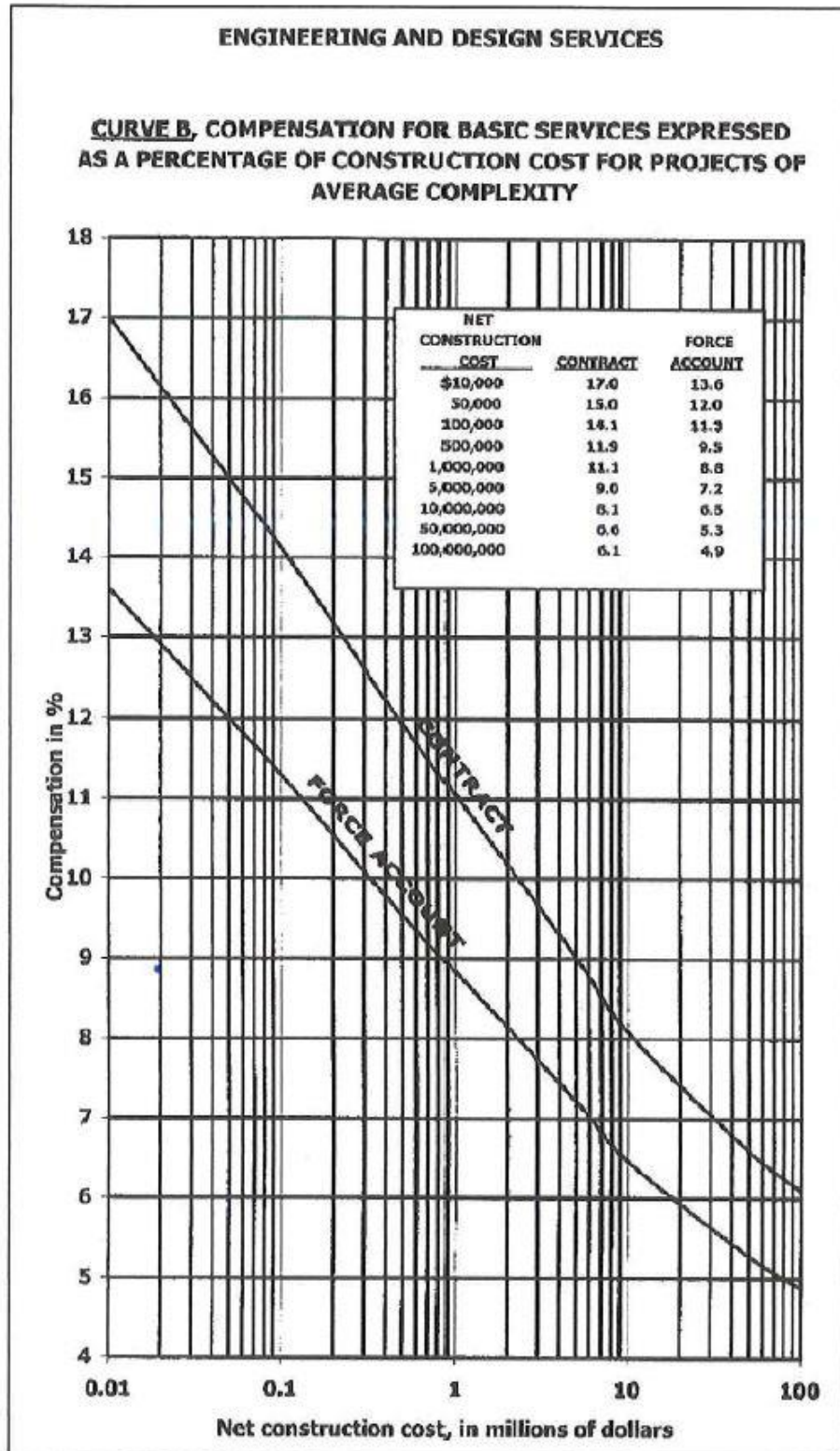
ENGINEER shall furnish a Resident Project Representative (RPR), in observing performance of the work of Contractor. (See Exhibit A)

COST: \$69,190.00

TOTAL COST: \$219,300.00

ATTACHMENT TO EXHIBIT C PAYMENTS TO ENGINEER

Engineering and Design Services of Average Complexity



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

ORDER NUMBER 482-2024

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); H2O (\$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); H2O (\$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 **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

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 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); H2O (\$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.

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

ORDER NUMBER 483-2024

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 **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

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 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

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

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

ORDER NUMBER 484-2024

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 **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

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 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

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

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

ORDER NUMBER 485-2024

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 **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

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 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%
<i>Total Operating Expenditures</i>	12,930,778.00	2,156,110.75	10,774,667.25	
<i>Total Capital Outlay Expenditures</i>	171,500.00	29,053.29	142,446.71	
<i>Total Debt Service</i>	223,663.00	0.00	223,663.00	
<i>Total Transfers Out</i>	771,132.00	0.00	771,132.00	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	14,097,073.00	2,185,164.04	11,911,908.96	
<i>Personnel</i>	9,289,832.00	1,441,753.34	7,848,078.66	
<i>Supplies</i>	686,211.00	62,873.47	623,337.53	
<i>Other Services</i>	2,954,735.00	651,483.94	2,303,251.06	
<i>Capital Outlay</i>	171,500.00	29,053.29	142,446.71	
<i>Debt Service</i>	223,663.00	0.00	223,663.00	
<i>Interfund Transfers for DS</i>	771,132.00	0.00	771,132.00	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	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%
<i>Total Operating Expenditures</i>	<i>7,535,042.00</i>	<i>1,088,418.47</i>	<i>6,446,623.53</i>	
<i>Total Capital Outlay Expenditures</i>	<i>204,000.00</i>	<i>0.00</i>	<i>204,000.00</i>	
<i>Total Debt Service</i>	<i>1,069,872.00</i>	<i>107,501.72</i>	<i>962,370.28</i>	
<i>Total Interfund Transfers</i>	<i>1,792,000.00</i>	<i>112,000.00</i>	<i>1,680,000.00</i>	
<i>Total Contingency Expenditures</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>10,800,914.00</i>	<i>1,307,920.19</i>	<i>9,492,993.81</i>	
 <i>Personnel</i>	 <i>560,570.00</i>	 <i>88,380.22</i>	 <i>472,189.78</i>	
<i>Supplies</i>	<i>313,000.00</i>	<i>21,179.93</i>	<i>291,820.07</i>	
<i>Other Services</i>	<i>6,661,472.00</i>	<i>978,858.32</i>	<i>5,682,613.68</i>	
<i>Capital Outlay</i>	<i>204,000.00</i>	<i>0.00</i>	<i>204,000.00</i>	
<i>Debt Service</i>	<i>1,069,872.00</i>	<i>107,501.72</i>	<i>962,370.28</i>	
<i>Interfund Transfers</i>	<i>1,792,000.00</i>	<i>112,000.00</i>	<i>1,680,000.00</i>	
<i>Contingencies</i>	<i>200,000.00</i>	<i>0.00</i>	<i>200,000.00</i>	
<i>Check Total</i>	<i>10,800,914.00</i>	<i>1,307,920.19</i>	<i>9,492,993.81</i>	

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

ORDER NUMBER 486-2024

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 **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

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 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							

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

RESOLUTION NUMBER 132-2024

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 **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

NAYS: **None**

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 6th of 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

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:

Councilman Gollott made the motion to recess until February 20, 2024 at 6:30pm.
Councilman Jackson seconded the motion. The vote was carried unanimously.

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 20, 2024.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

February 20, 2024
Receive January 2024 Privilege License Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive January 2024 Privilege License Reports

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for January 2024 are hereby received.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

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

		City of Gautier		
		Business Registry		
		Jan-24		
ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
1522	2025-01-0008508	Eklektik LLC	\$20.00	Current
1290	2025-01-0008509	T's Kitchen	\$20.00	Current
816	2025-01-0008510	Bond Contracting	\$20.00	Current
1037	2024-12-0008511	BML Auto Service	\$22.00	Delinquent
1751		Fantastica		Closed Business
1404	2025-01-0008512	MK Industries Inc	\$30.00	Current
438	2024-12-0008513	Vision Painting & Construction	\$22.00	Delinquent
1401	2025-01-0008514	S&W Spirits LLC	\$45.00	Current
409	2024-04-0008515	Hickory Resort Association	\$35.40	Delinquent
1177	2023-10-0008516	Firestone of Gautier	\$24.80	Delinquent
1177	2024-10-0008517	Firestone of Gautier	\$22.40	Delinquent
1850	2025-01-0008518	The Party Box & Co	\$20.00	New Business
54	2024-10-0008519	Spa & Tub Manufacturing Inc.	\$36.40	Delinquent
1114	2024-12-0008520	Greenacres	\$22.00	Delinquent
248	2025-01-0008521	The People's Bank	\$20.00	Current
1041	2025-01-0008522	Riverside Auto Sales	\$20.00	Current
251	2025-01-0008523	Westside B&B	\$20.00	Current
1682	2025-01-0008524	Cornerstone Restaurant, Inc	\$90.00	Current
1851	2025-01-0008525	Jipcy's LLC	\$20.00	New Business
189	2025-01-0008526	WGQ Home Solutions, LLC	\$20.00	Current
1810	2025-01-0008527	MS Cardiovascular	\$20.00	Current
1631		Gulf Coast Security		Closed Business
1343		Mattresses of Mississippi		Closed Business
1633		Pin-Ups Spa & Boutique		Closed Business
1006		Infinity & Beyond		Closed Business
1107	2023-11-0008528	SCB Enterprises, LLC	\$24.60	Delinquent
1107	2024-11-0008529	SCB Enterprises, LLC	\$22.20	Delinquent
1697	2025-02-0008530	Children's International	\$40.00	Current
1515	2025-01-0008531	The Red Door Salon	\$20.00	Current
233	2025-01-0008532	Pyramid Homes of Gautier LLC	\$20.00	Current
1637	2024-12-0008533	Brass Hanger of South MS	\$39.60	Delinquent
1519	2025-01-0008534	Nail Cottage	\$20.00	Current
1117	2025-01-0008535	Grandma Lulee's Catering	\$20.00	Current
1529	2025-02-0008536	Yummy Donuts	\$20.00	Current
2885	2024-11-0008537	Eddie Pearson Roofing LLC	\$22.20	Delinquent
1813	2025-02-0008538	RT Firearms	\$45.00	Current
1743	2024-11-0008539	Tada Taxes	\$22.20	Delinquent
1852	2025-01-0008540	Deluxe Haven Enterprise	\$20.00	New Business
1391	2024-11-0008541	MS Lock Storage LLC	\$22.20	Delinquent
896	2025-02-0008542	A.L.L. Plumbing	\$20.00	Current
247	2025-01-0008543	The Parisian Styling Salon	\$30.00	Current
250	2025-01-0008544	Vaughn Lauban Designs, Inc.	\$20.00	Current
272	2025-02-0008545	Gulf Breeze Landscaping, LLC	\$150.00	Current
256	2025-02-0008546	Attentive Services	\$20.00	Current
286	2025-02-0008547	Navigator Credit Union	\$30.00	Current
1758	2025-02-0008548	Garden House Brew Co.	\$50.00	Current
282	2025-02-0008549	Mark Mitchell, Inc.	\$20.00	Current
1803	2024-12-0008550	J&B Outdoors LLC	\$22.00	Delinquent
284	2025-02-0008551	McGee's Connection	\$20.00	Current
1754	2025-02-0008552	Wackenhut Painting Co	\$20.00	Current
1691		Calming Creations, LLC		Closed Business
239	2024-01-0008553	Sherwin Williams	\$84.70	Delinquent
1122	2024-01-0008554	Trustworthy Services, LLC	\$20.00	Current
		TOTAL:		
		New Business	3	
		Transient Vendor	0	
		Closed Business	6	
		Delinquent Renewals Issued	15	
		Current	29	

New Business January 2024

Business Name	Business Address	Business Phone	Business Description
The Party Box & Co	4341 Gautier Vancleave Rd #68	228-372-4633	Event Planning, Balloon Décor
Jlpcy's LLC	8620 Bayou Castell Dr	719-213-9159	Home office for Food Truck
Deluxe Haven Enterprise	8232 Longwood Dr	228-282-5399	Home office for rental services

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

February 20, 2024
Approval of the Renewal of an agreement between
LexisNexis and the City of Gautier

Introduced by:
Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Approval of the Renewal of an agreement between LexisNexis and the City of Gautier.

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, LexisNexis is a provider of legal, regulatory and business information and analytics that help increase productivity and help manage work more efficiently; and

WHEREAS, the City Manager requests that City Council approve the attached agreement to afford city staff access to these resources; and

WHEREAS, the renewal agreement would provide access for four (4) users for \$155.00 a month for the year starting April 1, 2024 to March 31, 2025; and

WHEREAS, the contract has a built-in increase per year in year 2, which equates to approximately a \$8.00 per month increase in year two. By year three, the fee would be approximately \$172.00 per month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the renewal agreement between LexisNexis and the City of Gautier is hereby approved.

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

Motion was made by **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 20, 2024.

"Subscriber" Name: City Of Gautier
Account Number: 4254V2Z39
"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

- 2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	1
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- 2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.
- 2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.
- 2.4. If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.
- 2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.
- (a) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (b) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis+ Product and Charges

- 3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The term of Subscriber's commitment for the Lexis+ product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ Content & Features		
Product	SKU Number	Number of Users
Core Public Records with Smartlinx Person, Business and Location Reports	1004801	1
Verdicts & Settlements – National	1010609	1

All Briefs, Pleadings & Motions	1010612	1
National Primary Enhanced	1011511	1
City and County Attorney Premium Library	1011966	1
MS Practice Library	1012389	1
All Legislative Bill Histories	1509667	1
Trial Court Orders - National	1512258	1
Lexis+™ Practical Guidance - State & Local Government	1534660	1

3.2. In exchange for access to the Lexis+ Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the “Monthly Commitment”) during the periods set forth below.

Committed Term	Monthly Commitment
4/1/2024 to 3/31/2025	\$155
4/1/2025 to 3/31/2026	\$163
4/1/2026 to 3/31/2027	\$172

3.3. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge (“Out of Plan Materials”). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User’s search.

To have Out of Plan Materials available for your Authorized Users, initial here _____
(Initial)

3.4. Use of Lexis+ under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.5. LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before ____.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;

- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis+ or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: City Of Gautier
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: _____ Printed Name: _____ Job Title: _____ Date: _____

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]
Authorized Signature: _____ Name: _____ Job Title: _____ Date: _____

Customer Information (please print or type)			
Organization Name (full legal name)		City Of Gautier	
Billing Frequency		☒ Monthly	☐ Annually
Tax Exempt (if yes please provide exemption certificate)		☐ Yes	☐ No
New Invoice Contact Person	☐ Yes ☐ No	First & Last Name	Email Address
PO Required?	☐ Yes ☐ No	PO #	
MSA # if applicable			

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

February 20, 2024
Approval of a request from Mississippi Gulf Coast Community College for the use of four (4) portable lights

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Approval of a request from Mississippi Gulf Coast Community College for the use of four (4) portable lights on March 11th and ending March 13th for security purposes during the JC Hispanic American Club – Family Fiesta Night

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 Mississippi Gulf Coast Community College has requested from the City the use of four (4) portable lights for the JC Hispanic American Club – Family Fiesta Night from March 11, 2024 through March 13, 2024 for security purposes; and

WHEREAS, the City has authority to provide said equipment to an entity such as the community college pursuant to Miss. Code Ann. § 21-19-49; and

WHEREAS, the Mayor and Council hereby find that this action is in the best interests of the citizens of Gautier and the enrollees of the Mississippi Gulf Coast Community College;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the request by Mississippi Gulf Coast College for the use of four (4) portable lights for the JC Hispanic American Club – Family Fiesta Night from March 11, 2024 through March 13, 2024 for security purposes 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 20, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Community Activities Manager
Date: February 14, 2024
Subject: Approval of a request from Mississippi Gulf Coast Community College for the use of four portable lights

REQUEST:

The Recreation Department received a request from Mississippi Gulf Coast Community College for the use of two portable lights for a period of no more than three days beginning on March 11th and ending March 13th for the purpose of providing lighting for security purposes during the JC Hispanic American Club – Family Fiesta Night.

BACKGROUND:

Mississippi Gulf Coast Community College is the host location for the JC Hispanic American Club – Family Fiesta Night. The event offers fun & free activities including: dance lessons, outdoor movie, and children's games and activities.

DISCUSSION:

In an effort to have a safe event for the community, Mississippi Gulf Coast Community College is in need of additional lighting for security purposes during the JC Hispanic American Club – Family Fiesta Night.

RECOMMENDATION:

The Recreation Department recommends that City Council approve the use of two portable lights for a period of no more than three days beginning on March 11th and ending March 13th.

The City Council may:

1. Approve the use of two portable lights for a period of no more than three days beginning on March 11th and ending March 13th; or
2. Not approve the use of two portable lights for a period of no more than three days beginning on March 11th and ending March 13th

ATTACHMENT(S):

Letter of Request MGCCC

From: [Charles Houston](#)
To: [Chassity Bilbo](#)
Cc: [Leann Ibarra](#)
Subject: Portable Lighting
Date: Wednesday, February 7, 2024 5:07:32 PM
Attachments: [image001.png](#)
[JC Family Fiesta Night 2024.pdf](#)

Ms. Bilbo,

MGCCC would like to see if we can again borrow the City of Gautier's portable lighting units for our Family Fiesta Night 2024 being held on campus Tuesday, 03/12/2024. They would like to use 4 units to light 4 different areas of the fiesta area. If they could drop them off Monday, 03/11/2024, that would be great. Please let me know if you have any questions or need anything else.

Thank You!



Cary Houston, MCJA

Chief of Police

Jackson County Campus

PO Box 100

2300 US HWY 90

Gautier, MS 39553

228-497-7697 Office

cary.houston@mgccc.edu

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

Council Meeting:
Title:

February 20, 2024
Authorization to accept a donation of an original painting by Willie Dees to the City of Gautier as a gift from Susan and Ralph Parol

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Authorization to accept a donation of an original painting of sandhill cranes by Willie Dees to the City of Gautier as a gift from Susan and Ralph Parol

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

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

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

Action Taken:

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

ORDER NUMBER 000-2024

WHEREAS, the Recreation Department is seeking authorization from the City of Gautier to accept a donation of an original painting of sandhill cranes by Willie Dees to the City of Gautier as a gift from Susan and Ralph Parol; and

WHEREAS, the Recreation Director was contacted by Samantha Harris stating that before Susan Parol passed away, she asked that the original painting by Willie Dees be donated to the City of Gautier as a gift from both her and her husband, Ralph Parol; and

WHEREAS, the artwork is to hang within a City Building; and

WHEREAS, the Mayor and Council Members have determined that acceptance of this donation 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 the donation of an original painting of sandhill cranes by Willie Dees to the City of Gautier as a gift from Susan and Ralph Parol is hereby approved and accepted.

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 20, 2024.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: February 14, 2024
Subject: Approval to accept a donation of an original painting of sandhill cranes by Willie Dees to the City of Gautier as a gift from Susan and Ralph Parol

REQUEST:

The Recreation Department is seeking authorization from City Council to accept a donation of an original painting of sandhill cranes by Willie Dees to the City of Gautier as a gift from Susan and Ralph Parol

BACKGROUND:

The Recreation Director was contacted by Samantha Harris stating that Susan Parol asked before she passed that we donate the original painting of sandhill cranes by Willie Dees to the City of Gautier as a gift from both her and my father, Ralph Parol.

DICUSSION:

The artwork is to hang within a city building, where many will be able to enjoy for years to come.

RECOMMENDATION:

The Recreation Department recommends that City Council accept a of an original painting of sandhill cranes by Willie Dees to the City of Gautier as a gift from Susan and Ralph Parol

The City Council may:

1. Accept a donation of an original painting of sandhill cranes by Willie Dees to the City of Gautier as a gift from Susan and Ralph Parol; or
2. Not accept a donation of an original painting of sandhill cranes by Willie Dees to the City of Gautier as a gift from Susan and Ralph Parol

ATTACHMENT(S):

Donation Letter

From: [Samantha Harris](#)
To: [Chassity Bilbo](#)
Subject: Parol Artwork Donation
Date: Friday, January 26, 2024 9:56:17 AM

Hi Chastity,

My mom, Susan Parol asked before she passed that we donate the original painting of sandhill cranes by Willie Dees to the City of Gautier as a gift from both her and my father, Ralph Parol. Please feel free to hang the artwork within a city building, where many will be able to enjoy for years to come.

Thank you,

Samantha Harris

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**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
February 20, 2024**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
