

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
April 20, 2021 @ 6:30 PM**

I. Call to Order

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

II. Agenda Order Approval

III. Announcements

- 1. Tasty Thursday will be April 22nd from 11:00am until 6:00pm at the Singing River Mall Property.**
- 2. Can't Stop the Music Concert (Featuring Sean Gasaway) will be May 1st from 6pm-8pm at the Singing River Mall Property.**
- 3. Outdoor Movie Night (Featuring DoLittle) will be May 7th starting at 7:30pm at the Singing River Mall Property**
- 4. Jackson County's Annual Household Hazardous Waste Collection Day will be Saturday, May 15th at the Singing River Mall Property**

IV. Presentation Agenda

- 1. Motorcycle Awareness Month**

V. Business Agenda

- 1. Authorization to enter into a Construction Engineering and Inspection Contract with Michael Baker International for the Martin Bluff Roadway Improvements Project.**

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Authorization to approve Change Order No. 1 for the 2019 Emergency Watershed Protection Program drainage project.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Consider a request for a 1,422 square foot Variance (approximately 40%) to square footage requirements for an accessory building a R-1 Low Density Single-Family Residential Zoning District. 6208 Old Spanish Trail, (GPC #21-11-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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4. Consider a request for a Variance to place a swimming pool in the front yard of a residence in a R-1 Low Density Single-Family Residential Zoning District. 2601 Guillotville Road, (GPC #21-12-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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5. Consideration of a Property Owner Initiated Rezoning of Property from a split zoning of C-3 Highway Commercial/AG Agricultural to C-3 Highway Commercial located on Highway 57. (GPC 21-14-RZ)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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6. Authorization to enter into a design and construction assistance agreement with the Department of the Army for the Gautier Water Treatment Plant Expansion Project and execution of required documents.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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7. Authorization to Award a Contract to Gulf Breeze Construction for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-811000)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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8. 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 April 6, 2021.

- 2. Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19.**
- 3. Receive March 2021 Privilege License Report**
- 4. Approval of a Limited Use Agreement between the City of Gautier and Jackson County, Mississippi for the Singing River Mall Site for the 2021 Jackson County Household Hazardous Waste Collection Day**
- 5. Approval of Sparklight Business Service Agreement Renewals for the Fire Department's Central, North and South Stations.**
- 6. Approval of Change Order No. 2 for the Bacot Park Improvements Project**
- 7. Approval to amend the Comprehensive Fee Schedule for the Parks and Recreation Department**
- 8. Authorization is requested for retiring Police Officer Mark Rodriguez to purchase his duty weapon for \$1.00.**
- 9. Approval of water and sewer adjustments dated April 2021 in the amount of \$11,780.51**

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 May 4, 2021 at 6:30pm

www.gautier-ms.gov

**CITY OF GAUTIER, MISSISSIPPI
ANNOUNCEMENT AGENDA
April 20, 2021**

ITEM DESCRIPTION:

ANNOUNCEMENTS

1. Tasty Thursday will be April 22nd from 11:00am until 6:00pm at the Singing River Mall Property.
2. Can't Stop the Music Concert (Featuring Sean Gasaway) will be May 1st from 6pm-8pm at the Singing River Mall Property
3. Outdoor Movie Night (Featuring DoLittle) will be May 7th starting at 7:30pm at the Singing River Mall Property
4. Jackson County's Annual Household Hazardous Waste Collection Day will be Saturday, May 15th at the Singing River Mall Property

NOTES:



GAUTIER PRESENTS

TASTY THURSDAY!



**GOOD EATS FROM AWESOME
FOOD TRUCKS**

**MANN KETTLE CORN - HAVENS CREAMERY - TRUE WINGS-
THE SCRATCH KITCHEN- NORWOODS FAMOUS SKINS, TOBY'S
SUBS, KEEPIN' IT TASTY, KLASSY WRAPPERS,
FRANKIE FAYE'S, ISLAND ICE**

**22
APR
11 AM**

**SINGING RIVER
MALL PROPERTY**

2800 HWY 90 GAUTIER, MS



Free Drive-In Concert

Watch from Your Vehicle

Listening To Your Car Stereo

Singing River Mall Property 6 - 8 pm

Food Trucks will be on site.

Mississippians Making Music

March 13 – Serabee

April 10 – Jeff Bates

May 1 – Sean Gasaway

Brought to You By:



CITY OF GAUTIER PRESENTS

OUTDOOR MOVIE NIGHT

GAUTIER
MISSISSIPPI

Nature's Playground



**FREE
EVENT**

FRIDAY MAY 7TH 7:30 PM

BRING YOUR LAWN CHAIRS & BLANKETS AND ENJOY A MOVIE ON THE BIG SCREEN
SR MALL PROPERTY 2800 HWY 90

**CITY OF GAUTIER, MISSISSIPPI
PRESENTATION AGENDA
April 20, 2021**

ITEM DESCRIPTION:

PRESENTATION AGENDA

1. **Motorcycle Awareness Month**

NOTES:

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

WHEREAS, the members of the Gold Wing Road Riders Association (GWRRA) Motorist Awareness Program (MAP) of Mississippi, and other organizations continually promote motorcycle safety, education, and awareness programs to the general public, and to the motorist community of Mississippi; and

WHEREAS, motorcycle riding is a popular form of recreation and transportation for thousands of people across the state and nation; and

WHEREAS, it is crucial that citizens of our city and state be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, state and motorcycle organizations across this country will be conducting a variety of activities to promote Motorist Awareness and safely sharing the road with motorcycles, and will be reminding riders to be more visible to others; and

WHEREAS, the motorcyclists of Mississippi have contributed countless volunteer hours to their communities; and

WHEREAS, all motorists should join GWRRA, MAP of Mississippi in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, and awareness;

NOW, THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, Mississippi, do hereby proclaim the month of May 2021 as

Motorcycle Awareness Month

in the City of Gautier, Mississippi and encourage motorcycle safety, education, and awareness;

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Gautier, Mississippi, to be affixed on this the 20th day of April, 2021.

Phil Torjusen, Mayor
City of Gautier, Mississippi

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

Council Meeting:

April 20, 2021

Title:

Authorization to enter into a Construction Engineering and Inspection Contract with Michael Baker International for the Martin Bluff Roadway Improvements Project.

Introduced by:

Contact Person/Telephone

April Stennett 497-8000 Ext. 315

Summary Explanation: Authorization to enter into a Construction Engineering and Inspection Contract with Michael Baker International for work associated with the Martin Bluff Roadway Improvements project (STP-9194-00(001)LPA/105069-801000) in an amount not to exceed \$423,781.90.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

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

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000) is intended to provide improved traffic operations and safety on Martin Bluff Road; and

WHEREAS, the project limits are between Gautier Vancleave Road and the Service Road north of Interstate 10; and

WHEREAS, the attached contract will provide contraction engineering and inspection services for the construction phase of the project, and has been approved by MDOT; and

WHEREAS, this contract will replace the contract that was approved in 2019; and

WHEREAS, the 2019 contract was not executed due to the widening project being over budget;

WHEREAS, because the scope of the work is being reduced, the engineering contract had to be reduced; and

WHEREAS, the cost for these services is not to exceed \$423,781.90; and

WHEREAS, the Mayor and Council Members hereby find that entering this Construction Engineering and Inspection contract 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 Construction Engineering and Inspection contract with Michael Baker International for work associated with the Martin Bluff Roadway Improvements project is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of April 20, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 4/8/2021
Subject: Michael Baker International – Construction Engineering and Inspection Contract for Martin Bluff Roadway Improvements (STP-9194-00(001)LPA/105069-801000)

REQUEST:

The Grants and Projects Department requests authorization to enter into a construction engineering and inspection services contract with Michael Baker International for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000) in an amount not to exceed \$423,781.90.

BACKGROUND:

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

DISCUSSION:

The attached contract is for construction engineering and inspection services for the construction phase of the project. The contract has been approved by MDOT. This CE&I contract will replace the contract that was approved by the Gautier City Council in 2019 (that contract was approved by Council but never executed). Due to the widening project coming in over budget and the scope being reduced, the CE&I contract had to be reduced, as well.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize entering into a construction engineering and inspection services contract with Michael Baker International for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000) in an amount not to exceed \$423,781.90.

The City Council may:

- 1) Authorize the Execution of the Contract; or
- 2) Not Authorize the Execution of the Contract

ATTACHMENTS:

1. MDOT Concurrence Letter
2. CE&I Contract - Updated

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com



Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

November 19, 2020

City of Gautier
Ms. Paula Yancey
3330 Highway 90
Gautier, MS 39553-5124

RE: Construction Engineering and Inspection Contract Review
STP-9194-00(001)LPA /105069-801000
City of Gautier - Martin Bluff Road Widening Project
Jackson County

Dear Ms. Paula Yancey,

The Consultant Services Unit has reviewed the Construction Engineering & Inspection (CE&I) Services Contract for the above referenced project.

At the request of the Local Public Agency (LPA) and the Consultant, the attached Contracts will replace the Contracts that CSU initially concurred with on 9/30/19.

Attached please find two (2) signed originals of the CE&I Services Contract with **Michael Baker International** (the Consultant) for an upset cost limit of **\$423,781.90** on the above referenced project. We have verified that the correct boiler-plate contract has been used.

The LPA may execute the CE&I contract with the Consultant when appropriate. Please request that the LPA send one (1) copy of the fully executed contract, Notice to Proceed (NTP) and the LPA's "Exhibit 1" to the LPA Division (Attention: Necole Baker), the MDOT District LPA Coordinator, and Consultant Services Unit (Attention: Stephen Rone).

As a brief explanation of the Labor Hour (CE&I) contract process, understand all Rates and Classifications established in the contract MUST match the invoices billed for the project. This will also include names if listed in the Contract. Please be sure to send your Exhibit 3, Fee Proposal Billing Rate Table, and the Fee Proposal Hour Distribution/Labor Cost Sheet to your accounting department. If additional personnel are needed after the Contract has been executed, the Consultant MUST have approval by the LPA and MDOT prior to proceeding.

Construction Engineering and Inspection Contract Review
Project Number: 105069-801000
November 19, 2020

As a reminder, any supplemental agreements must be forwarded to the MDOT for concurrence prior to being executed and any work conducted under this Contract on non-participating items cannot be reimbursed.

Please contact me if you have any questions.

Sincerely,


for Stephen Rone

MDOT Director of Consultant Services

SR/sh
Attachments

Cc: 77-01 LPA Division
16-10 District 6

{Frederick/P.Morgan/Baker}
{Seyfarth}

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

Martin Bluff Road Widening and Improvements
Project No. STP-9194-00(001)LPA/105069-801000
Jackson County

THIS CONTRACT, is made and entered into by and between the *City of Gautier*, a body Politic of the State of Mississippi (the "LPA"), and, *Michael Baker International* (the "CONSULTANT"), a *Corporation*, duly registered to do business in the State of Mississippi, whose address for mailing is *2113 Government Street, Suite D-3, Ocean Springs, MS 39564*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction Engineering services for *Roadway Improvements to Martin Bluff Road, from Gautier-Vancleave Road to Martin Bluff Elementary School (Base Bid) in Jackson County*, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform *Engineering* services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all *Engineering* services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction *Engineering* services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction *Engineering* services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim,

demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in **Jackson** County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Jackson County**, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are 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 the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT 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, the CONSULTANT shall forthwith comply with its terms and take all 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, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

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, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all

documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Paula Yancey
City of Gautier
3330 Highway 90
Gautier, MS 39553-5124
Phone: 228-497-8000
Fax: 228-497-8028
pyancey@gautier-ms.gov

For Technical Matters:

April Stennet
City of Gautier
3330 Highway 90
Gautier, MS 39553-5124
Phone: 228-497-8000
Fax: 228-497-8028
ahavens@gautier-ms.gov

CONSULTANT:

For Contractual Matters:

Ray Balentine
Michael Baker International
310 New Pointe Drive
Ridgeland, MS 39157
Phone: 601-607-8712
Fax: 601-607-8701
Ray.Balentine@mbakerintl.com

For Technical Matters:

Jeffrey D. May
Michael Baker International
2113 Government Street, Suite D-3
Ocean Springs, MS 39564
Phone: 228-818-2839
Fax: 228-875-5187
jmay@mbakerintl.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 08618
Surveyor # 02060
Or
Architect's # _____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 15572
Surveyor # _____
Or
Architect's # _____

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

City of Gautier

Paula Yancey, City Manager

WITNESS this my signature in execution hereof, this the 22nd day of October, 2020.



Michael Baker International

BY: _____

Jeffrey D. May, PE, PMP

ATTEST: _____
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

CERTIFICATE OF SECRETARY
OF
MICHAEL BAKER INTERNATIONAL, INC.

The undersigned, Vincent A. Thompson II, Assistant Secretary of Michael Baker International, Inc., a Pennsylvania corporation (the "Company"), DOES HEREBY CERTIFY that Mr. Jeff May is Associate Vice President & Operations Manager of the Ocean Spring, Mississippi Office and he is individually authorized and empowered to sign proposals, forms and other documents and to otherwise bind the Company contractually.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 23rd day of August 2018.

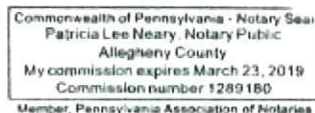
Vincent A. Thompson II
Vice President, Assistant General Counsel & Assistant Secretary
Michael Baker International, Inc.

Commonwealth of Pennsylvania

The foregoing instrument was acknowledged before me this 23rd day of August 2018 by Vincent A. Thompson II, Vice President, Assistant General Counsel & Assistant Secretary of Company.

Subscribed and sworn to before me, Patricia Lee Neary, a Notary Public in and for the Commonwealth of Pennsylvania, this 23rd day of August 2018.

Patricia Lee Neary
Notary Public, Commonwealth of Pennsylvania
My Commission Expires: 23 March 2019



Commonwealth of Pennsylvania
County of ALLEGHENY

MTBAKERINTL.COM

800 Grant Street, Suite 1400 | Pittsburgh, PA

11217

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of Transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:

The **Engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction **Engineering** services shall consist of all **Engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

- A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.
- B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The **Engineers** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.
- C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of

CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project **Engineer** are listed in this scope of work.

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

The CONSULTANT shall furnish a resident Project **Engineer**, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project **Engineer** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project **Engineer** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project **Engineers** dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project **Engineer** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project **Engineer** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project **Engineer**:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S

liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.
- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.
- c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that 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 the CONTRACTOR maintains adequate records thereof, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders,

Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Keep a diary signed daily, recording the 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 of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project *Engineer*:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **\$ 423,781.90** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. Any additions to an existing Labor Hour Rate table via Letter Agreement and/or Supplemental Agreement shall utilize the overhead rate(s) applied to the original CONTRACT. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not

exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	2020 Loaded Rate	2021 Loaded Rate	2022 Loaded Rate
Jeffrey D. May	Principal	\$258.89	\$266.66	\$274.66
Ethan Wise	Project Engineer	\$100.14	\$103.14	\$106.23
	Engineer Intern	\$75.12	\$77.38	\$79.70
	Lead Inspector	\$87.48	\$90.10	\$92.80
	Lead Inspector (OT)	\$105.80	\$108.97	\$112.24
	Inspector III	\$79.98	\$82.38	\$84.85
	Inspector III (OT)	\$96.73	\$99.63	\$102.62
	Admin Assistant	\$72.91	\$75.09	\$77.35

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$ 423,781.90 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$349,221.73	\$5,462.16	\$69,098.01	\$423,781.90

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. - - - - - - IN COUNTY, HIGHWAY .

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NO. 000-000000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* LABOR COSTS	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall 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 is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall 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 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. 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.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: 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 (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53,
No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 22nd day of October, 2020.



Michael Baker International

BY: _____

Jeffrey D. May, PE, PMP

ATTEST: _____

My Commission Expires: Sept. 9, 2022

Katherine Gonzalez
Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____ day of _____, 20__.

City of Gautier

Paula Yancey, City Manager

EXHIBIT 8

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EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

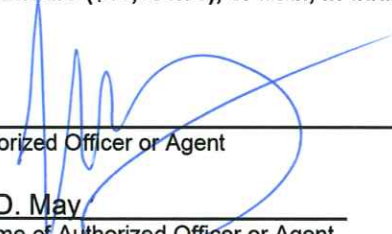
By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

75263

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: 

Authorized Officer or Agent

10/22/2020

Date

Jeffrey D. May

Printed Name of Authorized Officer or Agent

Associate Vice President

Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 22 day of October, 2020.


NOTARY PUBLIC

My Commission Expires: Sept. 9, 2022

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

{Insert the Cost Fee Schedule for CE and I Projects from the gomdot.com web site here}

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

Roadway Improvements to Martin Bluff Road, from Gautier-Vancleave Road to Martin Bluff Elementary School (Base Bid) in Jackson County

Prepared for:

Mississippi Department of Transportation

Project Number:

Project No. STP-9194-00(001)LPA/105069-801000

City of Gautier, MS

Prepared by: Michael Baker International

Date Submitted:

April 23, 2019

Date Revised:

September 20, 2020

Cost Summary

Roadway Improvements to Martin Bluff Road, from Gautier-Vancleave Road to Martin Bluff Elementary School (Base Bid)in Jackson County

Construction Engineering & Inspection Services

Michael Baker International

Labor Costs

CE&I Services	\$	349,221.73
---------------	----	------------

Direct Costs

CE&I Services	\$	5,462.16
---------------	----	----------

Subtotal	Michael Baker International	
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\$	354,683.89
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Batson and Brown, Inc.

Labor Costs

CE&I Services	\$	31,209.07
---------------	----	-----------

Direct Costs

CE&I Services	\$	-
---------------	----	---

Subtotal Cost	Batson and Brown, Inc.	
---------------	------------------------	--

\$	31,209.07
----	-----------

Terracon, Inc.

Labor Costs

Testing Services	\$	27,630.95
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Direct Costs

CE&I Services	\$	10,258.00
---------------	----	-----------

Subtotal Cost	Terracon, Inc.	
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\$	37,888.95
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PROJECT TOTAL COSTS	
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\$	423,781.90
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Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

BILLING RATE TABLE

Michael Baker International

Construction Engineering & Inspection Services

Home Overhead Rate ²	148.79% %
FCCM (Home)	0.00% %
Field Overhead Rate ²	117.04% %
FCCM (Field)	0.00% %
Profit	10.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Principal	\$ 94.60	\$ 140.76	\$ -	\$ 23.54	\$ 258.89
Project Engineer	\$ 36.59	\$ 54.44	\$ -	\$ 9.10	\$ 100.14
Engineer Intern	\$ 27.45	\$ 40.84	\$ -	\$ 6.83	\$ 75.12
Lead Inspector	\$ 36.64	\$ 42.88	\$ -	\$ 7.95	\$ 87.48
Inspector III	\$ 33.50	\$ 39.21	\$ -	\$ 7.27	\$ 79.98
Administrative Assistant	\$ 26.64	\$ 39.64	\$ -	\$ 6.63	\$ 72.91
{additional classifications}		\$ -	\$ -	\$ -	\$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Lead Inspector	\$ 36.64	\$ 42.88	\$ -	\$ 7.95	\$ 105.80
Inspector III	\$ 33.50	\$ 39.21	\$ -	\$ 7.27	\$ 96.73
{additional classifications}			\$ -	\$ -	\$ -

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

BILLING RATE TABLE

Michael Baker International

Construction Engineering & Inspection Services

Home Overhead Rate ²	148.79%	%
FCCM (Home)	0.00%	%
Field Overhead Rate ²	117.04%	%
FCCM (Field)	0.00%	%
Profit	10.00%	%

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Principal	\$ 97.44	\$ 144.98	\$ -	\$ 24.24	\$ 266.66
Project Engineer	\$ 37.69	\$ 56.08	\$ -	\$ 9.38	\$ 103.14
Engineer Intern	\$ 28.27	\$ 42.07	\$ -	\$ 7.03	\$ 77.38
Lead Inspector	\$ 37.74	\$ 44.17	\$ -	\$ 8.19	\$ 90.10
Inspector III	\$ 34.51	\$ 40.38	\$ -	\$ 7.49	\$ 82.38
Administrative Assistant	\$ 27.44	\$ 40.83	\$ -	\$ 6.83	\$ 75.09
{additional classifications}		\$ -	\$ -	\$ -	\$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Lead Inspector	\$ 37.74	\$ 44.17	\$ -	\$ 8.19	\$ 108.97
Inspector III	\$ 34.51	\$ 40.38	\$ -	\$ 7.49	\$ 99.63
{additional classifications}			\$ -	\$ -	\$ -

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

BILLING RATE TABLE

Michael Baker International

Construction Engineering & Inspection Services

Home Overhead Rate ²	148.79% %
FCCM (Home)	0.00% %
Field Overhead Rate ²	117.04% %
FCCM (Field)	0.00% %
Profit	10.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Principal	\$ 100.36	\$ 149.33	\$ -	\$ 24.97	\$ 274.66
Project Engineer	\$ 38.82	\$ 57.76	\$ -	\$ 9.66	\$ 106.23
Engineer Intern	\$ 29.12	\$ 43.33	\$ -	\$ 7.25	\$ 79.70
Lead Inspector	\$ 38.87	\$ 45.50	\$ -	\$ 8.44	\$ 92.80
Inspector III	\$ 35.54	\$ 41.60	\$ -	\$ 7.71	\$ 84.85
Administrative Assistant	\$ 28.26	\$ 42.05	\$ -	\$ 7.03	\$ 77.35
{additional classifications}		\$ -	\$ -	\$ -	\$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Lead Inspector	\$ 38.87	\$ 45.50	\$ -	\$ 8.44	\$ 112.24
Inspector III	\$ 35.54	\$ 41.60	\$ -	\$ 7.71	\$ 102.62
{additional classifications}			\$ -	\$ -	\$ -

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

HOUR DISTRIBUTION / LABOR COSTS

Michael Baker International

Construction Engineering & Inspection Services

Project No. STP-9194-00(001)LP/PA/105069-801000

REGULAR HOURS ONLY																
POSITION TITLE	Hours Per Month / 2019												Subtotal Hours	Hourly Rate	Extension	
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5				
Principal										1	1	1	3	\$ 258.89	\$ 776.67	
Project Engineer										8	8	8	24	\$ 100.14	\$ 2,403.25	
Engineer Intern										32	22	10	64	\$ 75.12	\$ 4,807.82	
Lead Inspector											120	120	240	\$ 87.48	\$ 20,994.19	
Inspector III											33	15	48	\$ 79.98	\$ 3,839.00	
Administrative Assistant											11	5	16	\$ 72.91	\$ 1,166.49	
{additional classifications}													0	\$ -	\$ -	

Project No. STP-9194-00(001)LP/PA/105069-801000

Project No. STP-9194-00(001)LP/PA/105069-801000

POSITION TITLE	OVERTIME HOURS ONLY												Subtotal Hours	Hourly Rate	Extension	
	Overtime Hours Per Month															
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
	6	7	11	15	19	20	21	21	21	20	16	11	5			
Lead Inspector														0	\$ 105.80	\$ -
Inspector III														0	\$ 96.73	\$ -
(additional classifications)														0	\$ -	\$ -
Labor Subtotal (Overtime) \$ -																

CONTRACTOR's Project Completion Time: 208 Productive Days Work Conducted on the Project
 Construction Cost Estimate: \$ 6,061,216.81 No Work being Conducted on the Project

HOUR DISTRIBUTION / LABOR COSTS

Michael Baker International

Construction Engineering & Inspection Services

Project No. STP-9194-00(001)LP/PA/105069-801000

REGULAR HOURS ONLY																
POSITION TITLE	Hours Per Month / 2020												Subtotal Hours	Hourly Rate	Extension	
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5				
Principal	1	1	1	1	1	1	1	1	1	1	1	1	12	\$ 266.66	\$ 3,199.89	
Project Engineer	8	8	8	8	8	8	8	8	8	8	8	8	96	\$ 103.14	\$ 9,901.40	
Engineer Intern	18	21	33	45	57	60	63	63	60	48	33	15	516	\$ 77.38	\$ 39,925.92	
Lead Inspector	120	120	140	160	160	160	160	160	160	140	120	120	1720	\$ 90.10	\$ 154,972.13	
Inspector III	18	21	33	45	57	60	63	63	60	48	33	15	516	\$ 82.38	\$ 42,507.37	
Administrative Assistant	6	7	11	15	19	20	21	21	20	16	11	5	172	\$ 75.09	\$ 12,915.92	
{additional classifications}													0	\$ -	\$ -	

Project No. STP-9194-00(001)LP/PA/105069-801000

Project No. STP-9194-00(001)LP/105069-401000

POSITION TITLE	OVERTIME HOURS ONLY												Subtotal Hours	Hourly Rate	Extension	
	Overtime Hours Per Month															
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
	6	7	11	15	19	20	21	21	21	20	16	11	5			
Lead Inspector					38	40	42	42	40	0				202	\$ 108.97	\$ 22,011.87
Inspector III														0	\$ -	\$ -
{additional classifications}														0	\$ -	\$ -

CONTRACTOR's Project Completion Time: 208 Productive Days Work Conducted on the Project
 Construction Cost Estimate: \$ 6,061,216.81 No Work being Conducted on the Project

HOUR DISTRIBUTION / LABOR COSTS

Michael Baker International
Construction Engineering & Inspection Services

Project No. STP-9194-00(001)LP/PA/105069-801000

REGULAR HOURS ONLY																
POSITION TITLE	Hours Per Month / 2021												Subtotal Hours	Hourly Rate	Extension	
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5				
Principal	1	1	1	1									4	\$ 274.66	\$ 1,098.63	
Project Engineer	8	8	8	8									32	\$ 106.23	\$ 3,399.48	
Engineer Intern	18	21	33	45									117	\$ 79.70	\$ 9,324.56	
Lead Inspector	48	56											104	\$ 92.80	\$ 9,651.52	
Inspector III	18	21											39	\$ 84.85	\$ 3,309.15	
Administrative Assistant	6	7	11	15									39	\$ 77.35	\$ 3,016.47	
{additional classifications}													0	\$ -	\$ -	

Project No. STP-9194-00(001)LP/PA/105069-801000

OVERTIME HOURS ONLY																
POSITION TITLE	Overtime Hours Per Month												Subtotal Hours	Hourly Rate	Extension	
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5				
Lead Inspector													0	\$ 112.24	\$ -	
Inspector III													0	\$ 102.62	\$ -	
{additional classifications}													0	\$ -	\$ -	
Labor Subtotal (Overtime) \$ -																

CONTRACTOR'S Project Completion Time: 208 Productive Days Work Conducted on the Project
 Construction Cost Estimate: \$ 6,061,216.81 No Work being Conducted on the Project

DIRECT COSTS
Michael Baker International
Construction Engineering & Inspection Services

POSITION TITLE	LODGING	MEALS	TRAVEL 2020 - 2022	PRINTING	Cell Phone	MONTH TOTAL
Principal						\$ -
Project Engineer			\$ 436.80	\$ 380.00		\$ 816.80
Engineer Intern			\$ 873.60	\$ 95.00		\$ 968.60
Lead Inspector			\$ 3,086.72			\$ 3,086.72
Inspector III			\$ 495.04	\$ 95.00		\$ 590.04
Administrative Assistant						\$ -
{additional classifications}						\$ -
TOTAL						\$ 5,462.16

***** Provide detail for breakdown of Direct Costs

For Example:

5 nights hotel at \$50 per night

50 miles at \$.56 per mile

6 days meals of \$36

BILLING RATE TABLE

Batson and Brown, Inc.

Construction Engineering & Inspection Services

Home Overhead Rate ²	133.26% %
FCCM (Home)	0.00% %
Field Overhead Rate ²	133.26% %
FCCM (Field)	0.00% %
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Surveyor PLS	\$ 39.50	\$ 52.64	\$ -	\$ 11.06	\$ 103.19
Survey Crew Manager	\$ 34.50	\$ 45.97	\$ -	\$ 9.66	\$ 90.13
Survey Crew	\$ 18.00	\$ 23.99	\$ -	\$ 5.04	\$ 47.03
Survey Technician	\$ 22.00	\$ 29.32	\$ -	\$ 6.16	\$ 57.48
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Survey Crew Manager	\$ 30.00	\$ 39.98	\$ -	\$ 8.40	\$ 93.38
Survey Crew	\$ 17.00	\$ 22.65	\$ -	\$ 4.76	\$ 52.91
Survey Technician	\$ 20.50	\$ 27.32	\$ -	\$ 5.74	\$ 63.81

² Approved by MDOT

³ Formula's may need to be adjusted if consultant has field overhead rate approved.

*** Overtime may only be allowable for those employees per Federal requirements.

*** Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5

HOUR DISTRIBUTION / LABOR COSTS

Batson and Brown, Inc.

Construction Engineering & Inspection Services

Project No. STP-9194-00(001)LP/PA/105069-801000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month - 2021 - Layout / Quantity Verification												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Surveyor PLS	2	2	2	2	2	2	2	2	2	2	2	2	24	\$ 103.19	\$ 2,476.66
Survey Crew Manager	16	16	16	12	16	16	16	16	16	16	16	16	188	\$ 90.13	\$ 16,944.75
Survey Crew	16	16	16	16	16	16	16	16	16	16	16	16	192	\$ 47.03	\$ 9,028.84
Survey Technician	4	4	4	4	4	4	4	4	4	4	4	4	48	\$ 57.48	\$ 2,758.81
	0												0	\$ -	\$ -
	0												0	\$ -	\$ -
	0												0	\$ -	\$ -

Labor Subtotal (Regular) \$ 31,209.07

Project No. STP-9194-00(001)LP/PA/105069-801000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
Survey Crew Manager													0	\$ -	\$ -
Survey Crew													0	\$ 93.38	\$ -
													0	\$ 52.91	\$ -

Labor Subtotal (Overtime) \$ -

DIRECT COSTS ****
Batson and Brown, Inc.
Construction Engineering & Inspection Services

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Surveyor PLS						\$ -
Survey Crew Manager						\$ -
Survey Crew						\$ -
Survey Technician						\$ -
0						\$ -
0						\$ -
\$ -						\$ -
TOTAL						\$ -

**** Provide detail for breakdown of Direct Costs

For Example:

5 nights hotel at \$50 per night

50 miles at \$.565 per mile

6 days meals of \$36

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name

Martin Bluff Road Material Testing/ Jackson County

MDOT Project No.

STP-9194-00(001) LPA

Testing Firm Name

Terracon

MDOT District Material Engineer Approval Date for the S&T Report

8-Oct-20

Overhead Rate

184.950%

FCCM

1.070%

Profit

12.000%

Classification	Raw Wage Rate	Audited OH Rate	FCCM	Profit	Regular Billing Rate
Sr. Engineer (Williams)	\$ 62.36	\$ 115.33	\$ 0.67	\$ 21.32	\$ 199.69
Project Manager (Oberhausen)	\$ 40.63	\$ 75.15	\$ 0.43	\$ 13.89	\$ 130.10
Technician (Andrews)	\$ 20.00	\$ 36.99	\$ 0.21	\$ 6.84	\$ 64.04
Clerical (Jenkins)	\$ 20.25	\$ 37.45	\$ 0.22	\$ 6.92	\$ 64.84
	\$ -	\$ -	\$ -	\$ -	\$ -

LABOR COSTS	Hours	Regular Billing Rate	Total
Sr. Engineer (Williams)	10	\$ 199.69	\$ 1,996.85
Project Manager (Oberhausen)	60	\$ 130.10	\$ 7,806.18
Technician (Andrews)	248	\$ 64.04	\$ 15,882.61
Clerical (Jenkins)	30	\$ 64.84	\$ 1,945.30
		\$ -	\$ -
SUBTOTAL - LABOR COSTS	348	\$	27,630.95

FIELD AND LABORATORY	Quantity	Unit	Unit Cost	Total Cost
Borrow / Unclassified Excavation				
Gradation, Dry Sieve Analysis plus, if needed, the Hydrometer (T 88) Cl. B5, (Borrow Exc)	4	Each	\$ 80.00	\$ 320.00
Granular Material (With plus 10 material); Gradation, Dry Sieve Analysis (T 27)	2	Each	\$ 120.00	\$ 240.00
Atterberg Limits T 89 and T 90	2	Each	\$ 50.00	\$ 100.00
Standard Proctor Density T 99, MT 8	4	Each	\$ 200.00	\$ 800.00
Concrete				
Compressive Strength T22	120	Each	\$ 20.00	\$ 2,400.00
Asphalt				
Bulk Specific Gravity of Compacted Asphalt T 166	80	Each	\$ 50.00	\$ 4,000.00
SUB-TOTAL - FIELD AND LABORATORY			\$	7,860.00
EXPENSE ITEMS	Quantity	Unit	Rate	Total Cost
Automobile Travel (Est. 176 trips @ 50 miles RT)	4400	Miles	\$ 0.545	\$ 2,398.00
SUB-TOTAL - EXPENSE ITEMS			\$	2,398.00
TOTAL PROPOSED FEE			\$	37,888.95

NOTES:

The

above quantities assume that limited testing will be required for the project. We have estimated that 176 trips to the project site would be required.

Sitework: Four (4) trips would be required to pick up a soil samples, 24 trips for field densities.

Concrete: 20 trips would be required for the concrete placements (Class B Minor Structures, 254 CY/100 CY = 3 visits); Concrete Sidewalk (10603 SY @ 4" depth = 1178 CY / 100 CY= 12 visits); Concrete Curb and Gutters (17867 LF @ 0.025 CY/LF= 447 CY/100 CY = 5 visits), and 20 trips would be required to retrieve the concrete cylinders for compressive strength testing. We have estimated 50 miles would be required for the roundtrip for each trip. We assume that a set of 3 compressive strength tests will be required for every 50 CY of concrete placement.

Asphalt: 20 trips would be required for asphalt observation.

Technician Trip and Hourly Summary

Description	Trips	Hours/Trip	Hours
Soil/Granular Sample Pickup	4	1.5	6
Density Testing	24	3	72
Concrete Testing (Class B Minor Structure, Sidewalks, Curbs and Gutters)	64	3	192
Concrete Cylinder Pickup	64	1.5	96
Asphalt Monitoring/Coring	20	4	80
Totals	176		446

Rolls and Responsibilities

Roadway Improvements to Martin Bluff Road, from Gautier-Vancleave Road to Martin Bluff Elementary School (Base Bid)in Jackson County

Construction Engineering & Inspection Services

Principal	Responsible for the the overall management of the project, coordination with the Gautier City Council, and quality control of project documentation.
Project Engineer	Responsible for day to day management of the project as identified in Exhibit 2.
Engineer Intern	Assist Project Engineer with tasks identified in Exhibit 2.
Lead Inspector (30+ years Experience)	Responsible for the daily inspection activities on the project. Maintains daily diaries, observe: observes construction activities, and oversees QC Testing.
Inspector III (15 years Experience)	Reponsible for traffice control compliance, reviewing and inspecting erosion control measures during construction, and assisting the Lead Inspector on high production days.
Administrative Assistant	Responsible for document control, verifying payroll, and providing administrative support to project staff.

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

Council Meeting:
Title:

April 20, 2021
Approval of Change Order No. 1 for the 2019
NRCS Emergency Watershed Protection Program
drainage project.

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 ext. 315

Summary Explanation: Approval of Change Order No. 1 for the 2019 NRCS Emergency Watershed Protection Program drainage project.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
Anderson	☐	Colledge	☐						

Second Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
Anderson	☐	Colledge	☐						

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

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the City of Gautier executed a contract with J.E. Talley Construction for the 2019 NRCS Emergency Watershed Protection Program drainage project in February, 2021; and

WHEREAS, the City was notified on July, 2020, that it had received an estimated \$166,031.25 in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City (\$150,937.50 for construction and \$15,093.75 for engineering); and

WHEREAS, the grant can be used to fund up to 75 percent of the construction amount and another 7.5 percent towards engineering costs. The local match is \$50,312.50, therefore, bringing the total budget to \$216,343.75; and

WHEREAS, this project is to construct a concrete ditch on the west side of City Hall, along Beasley Road from Highway 90 to William Payne Adams Blvd. and to perform debris/sediment removal and drainage improvements near Riverside Dr. and Melody Dr. off Martin Bluff Road; and

WHEREAS, Change Order No. 1 serves to correct elevation on an existing pipe at the south end ditch of Beasley Road so that the ditch will flow properly; and

WHEREAS, Change Order No. 1 increases the contract amount by \$7,400, bringing the contract to \$181,853.90; 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 bid, is commercially reasonable, is not made to circumvent the public purchasing statutes, and that the increase in costs is reasonable;

WHEREAS, Seymour Engineering has reviewed the change order and recommends approval of Change Order 1, and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve Change Order 1; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No.1 for the 2019 NRCS Emergency Watershed Protection Program drainage project is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi,
at the meeting of April 20, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 4/9/2021
Subject: NRCS Emergency Watershed Protection Program Drainage Project (2019 Round of Funding)
– Change Order No. 1

REQUEST:

The Grants and Projects Department requests City Council authorization to approve Change Order No. 1 for the 2019 Emergency Watershed Protection Program drainage project.

BACKGROUND:

The Emergency Watershed Protection Program (EWP) was established by Congress to respond to emergencies created by natural disasters. The EWP Program is designed to help people and conserve natural resources by relieving imminent hazards to life and property caused by floods, fires, drought, windstorms, and other natural occurrences. The U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) administers the EWP Program.

The City was notified via email on July 6, 2020, that it had received an estimated \$166,031.25 (\$150,937.50 for construction and \$15,093.75 for engineering) in Emergency Watershed Protection Program grant funds for drainage work in various locations across the City. The grant can be used to fund 75 percent of the construction amount and another 7.5 percent toward engineering costs. The local match is \$50,312.50. Therefore, the total approved budget is \$216,343.75.

This project will construct a concrete ditch on the west side of City Hall, along Beasley Road from Hwy 90 to William Payne Adams Blvd. and perform debris/sediment removal and drainage improvements near Riverside Dr. and Melody Dr. off Martin Bluff Road.

DISCUSSION:

Change Order No. 1 serves to correct the elevation on an existing pipe at the south end ditch of Beasley Road so that the ditch will flow properly. This change order will increase the contract amount by \$7,400. The new contract total will be \$181,853.90.

Seymour Engineering has reviewed the change order and recommends approval.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 1 for the 2019 Emergency Watershed Protection Program drainage project.

The City Council may:

- 1) Approve Change Order No. 1 as presented; or
- 2) Not approve Change Order No. 1 as presented.

ATTACHMENTS:

1. Change Order #1

Change Order

OWNER:

The City of Gautier
3330 US-90
Gautier, MS 39553

CHANGE ORDER NUMBER: 1**DATE:** April 8, 2021**CONTRACTOR:**

JE Talley Construction, Inc
1711 Prospect Avenue
Pascagoula, MS 39567

ENGINEER: Seymour Engineering, PLLC**PROJECT TITLE:** City of Gautier 2020 NRCS
Sites Beasley Road
and Riverside Drive

SUMMARY:

This Change Order serves to increase the contract amount.

The following Items have been added to the Contractor's scope of work: remove/relay 24" RCP to correct the elevation at the south end ditch of Beasley Road including concrete collars, remove/dispose of flared end sections on Beasley Road.

The Change Order will increase the contract amount by \$7,400.00.

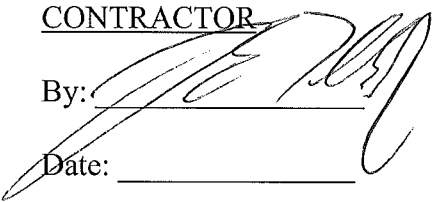
THE CONTRACT AMOUNT IS AMENDED AS SHOWN ON THE NEXT PAGE:**TOTAL THIS CHANGE ORDER**

Not valid until signed by the Owner, Engineer and Contractor.

The original Contract Sum	\$ 174,453.90
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 174,453.90
The Contract Sum will now Change (+)	\$ (7,400.00)
The new Contract Sum including this Change Order will be	\$ 181,853.90

The Contract Time will not be changed

The Date of Substantial Completion as of the date of this Change Order therefore is
June 2, 2021

CONTRACTORBy: 

Date: _____

ENGINEERBy: Sarah McLellan, E.A.Date: 4/9/2021**OWNER**

By: _____

Date: _____

Sheet No.: 5 of

Permit No.: _____

REVISIONS

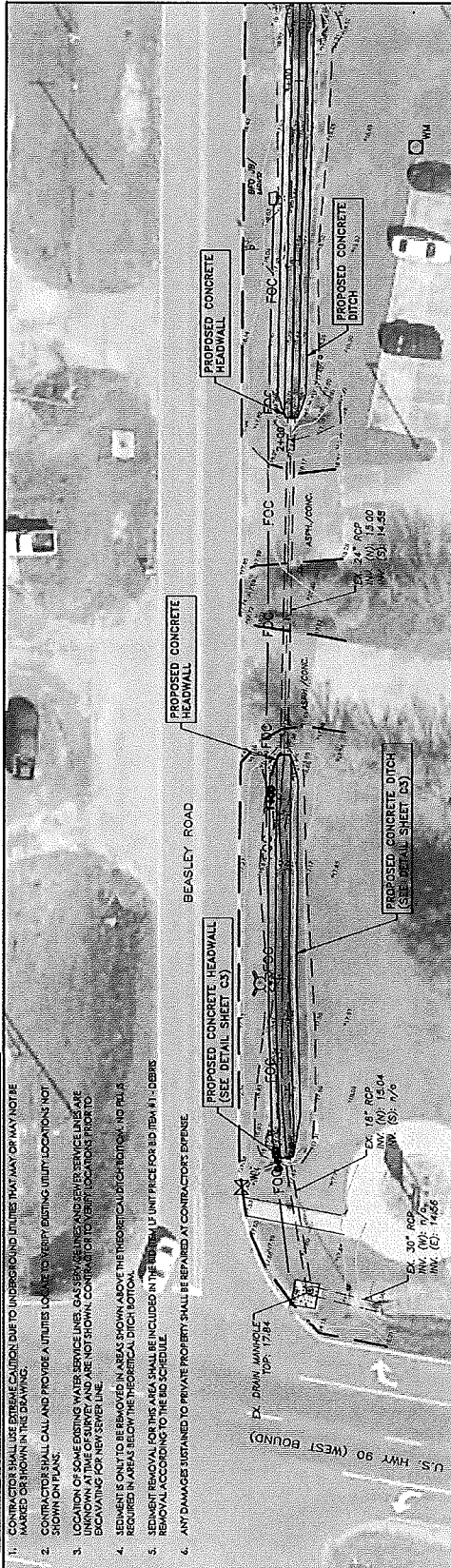
APPLICANT		MDOT	
DATE	BY	DATE	BY



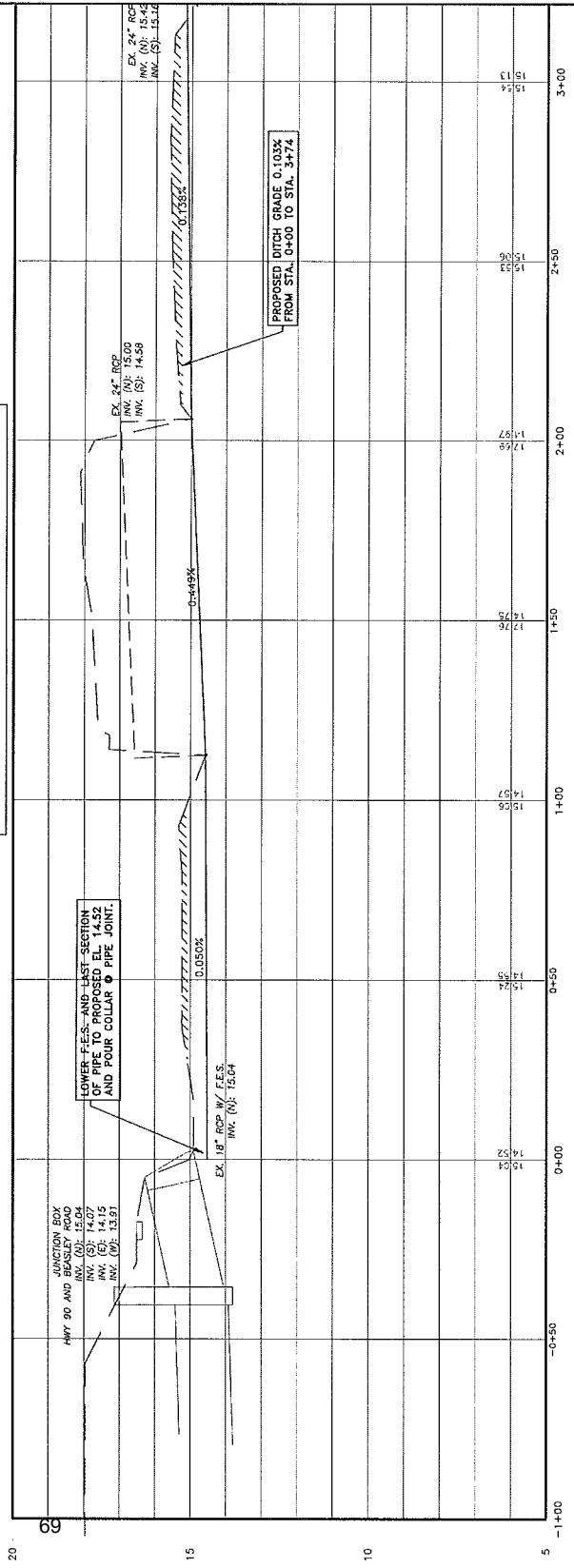
SCALE: 1"=40' h
1"=4' v

GENERAL NOTES:

1. CONTRACTOR SHALL USE EXTREME CAUTION DUE TO UNDERGROUND UTILITIES THAT MAY OR MAY NOT BE MARKED OR SHOWN IN THIS DRAWING.
2. CONTRACTOR SHALL CALL AND PROVIDE A UTILITIES LOCATE TO VERIFY EXISTING UTILITY LOCATIONS NOT SHOWN ON PLANS.
3. LOCATION OF SOME EXISTING WATER SERVICE LINE, GAS SERVICE LINES AND SEWER SERVICE LINES ARE UNKNOWN AT TIME OF SURVEY AND ARE NOT SHOWN. CONTRACTOR TO VERIFY LOCATIONS PRIOR TO EXCAVATING FOR NEW SERVICE LINE.
4. SEDIMENT IS ONLY TO BE REMOVED IN AREAS SHOWN ABOVE THE THEORETICAL DITCH BOTTOM. NO P.O.S. REQUIRED IN AREAS BELOW THE THEORETICAL DITCH BOTTOM.
5. SEDIMENT REMOVAL FOR THIS AREA SHALL BE INCLUDED IN THE BIDDING UNIT PRICE FOR BID ITEM #1 - DEBRIS REMOVAL ACCORDING TO THE BID SCHEDULE.
6. ANY DAMAGES SUSTAINED TO PRIVATE PROPERTY SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.



Alignment - Beasley PROFILE



CITY OF GAUTIER
Business Agenda Item #3
Fact Sheet

Council Meeting: April 20, 2021
Title: Consideration of a request for a 1,422 square foot variance (approximately 40%) to square footage requirements for an accessory structure in an R-1 Low Density Single-Family Residential Zoning District at 6208 Old Spanish Trail, Gautier, MS (GPC #21-11-VAR)

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

Summary Explanation: Consideration of a request for a 1,422 square foot variance (approximately 40%) to square footage requirements for an accessory structure in an R-1 Low Density Single-Family Residential Zoning District at 6208 Old Spanish Trail, Gautier MS (PID #82432029.000) (GPC #21-11-VAR). The application fee is \$175.00 was paid on February 5, 2021. All public notice requirements have been met.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

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

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the homeowner of 6208 Old Spanish Trail, (PID# 82432029.000) has requested to allow a 1,422 square foot variance (approximately 40%) to square footage requirements for an accessory structure in an R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, the property is zoned R-1 Low Density Single-Family Residential, and the property owners would like to build a steel metal accessory building with side awnings and patio area that would total 3,200 square feet; and

WHEREAS, the property owner requests a variance to the maximum square footage allowed for an accessory building in an R-1 Low Density Single-Family Residential District. The principal structure is 3,556 square feet, the proposed accessory building would total 3,200 square feet; and

WHEREAS, the UDO allows a maximum of fifty (50) percent of the principal structure, while this structure would be approximately ninety (90) percent of the principal structure; and

WHEREAS, 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 April 20, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 4/12/2021
Subject: Consider a request for a 1,422 square foot Variance (approximately 40%) to square footage requirements for an accessory building a R-1 Low Density Single-Family Residential Zoning District. 6208 Old Spanish Trail, (GPC #21-11-VAR)

REQUEST:

The Planning Department has received a request from Anthony and Armilise Sprague for a 1,422 square foot Variance (approximately 40%) to square footage requirements for an accessory building a R-1 Low Density Single-Family Residential Zoning District at 6208 Old Spanish Trail, PID #82432029.000. The application fee of \$175 was paid on February 5, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The applicants would like to build a steel metal accessory building with side awnings and patio area that would total 3,200 square feet. The principal structure on the property is 3,556 square feet. The UDO limits accessory structures to no more than twenty (20) percent of the rear lot area or fifty (50) percent of the principal structure area, whichever is less.

The property in question is 3.57 acres.

DISCUSSION:

The applicants request a variance to the maximum square footage allowed for an accessory building in a R-1 Low Density Single-Family Residential District. The principal structure is 3,556 square feet. The proposed accessory building with awnings and patio area would total 3,200 square feet. If approved, the square footage of the accessory structure would be approximately ninety (90) percent of the principal structure area. The UDO allows a maximum of fifty (50) percent of the principal structure. The applicants are requesting a 1,422 square foot variance to square footage requirements for the accessory structure.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines Variances as:

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

The UDO defines Hardship as:

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

- (1) the land in question cannot yield a reasonable return if used only
- (a) for a purpose allowed in that zone (applicable to special exceptions), or
- (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);

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

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

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

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

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

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

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

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

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

C. Minimum Setbacks for Principal structure:

Front—Twenty-five (25) feet

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

Rear—Twenty-five (25) feet

D. Minimum Setbacks for Accessory structures(s):

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

Side—Ten (10) feet

Rear—Five (5) feet

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

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

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

RECOMMENDATION:

The Planning Commission recommends approval of the variance due to special conditions and circumstances that exist which are peculiar to this particular site, structure or building involved and which are not applicable to other sites or structures or buildings in the same district.

The City Council may:

Approve the variance request as presented;
Approve the variance request with changes; or
Deny the variance request.

ATTACHMENTS:

1. Excerpt GPC Meeting 4.1.21 (#21-11-VAR)
2. Complete Packet 21-11-VAR

Excerpt from April 1, 2021 Planning Commission Meeting:

The Planning Department has received a request from Anthony and Armilise Sprague for a 1,422 square foot Variance (approximately 40%) to square footage requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District at 6208 Old Spanish Trail. (GPC Case No. 21-11-VAR)

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

REQUEST:

The Planning Department has received a request from Anthony and Armilise Sprague for a 1,422 square foot Variance (approximately 40%) to square footage requirements for an accessory building in a R-1 Low Density Single-Family Residential Zoning District at 6208 Old Spanish Trail, PID #82432029.000. The application fee of \$175 was paid on February 5, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The applicants would like to build a steel metal accessory building with side awnings and patio area that would total 3,200 square feet. The principal structure on the property is 3,556 square feet. The UDO limits accessory structures to no more than twenty (20) percent of the rear lot area or fifty (50) percent of the principal structure area, whichever is less.

The property in question is 3.57 acres.

DISCUSSION:

The applicants request a variance to the maximum square footage allowed for an accessory building in a R-1 Low Density Single-Family Residential District. The principal structure is 3,556 square feet. The proposed accessory building with awnings and patio area would total 3,200 square feet. If approved, the square footage of the accessory structure would be approximately ninety (90) percent of the principal structure area. The UDO allows a maximum of fifty (50) percent of the principal structure. The applicants are requesting a 1,422 square foot variance to square footage requirements for the accessory structure.

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.

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

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 - (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.

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4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

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

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

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

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

RECOMMENDATION & CONCLUSION:

Staff has been presented with no evidence or information indicating that the variance criteria listed in UDO Article IV Section 4.18.4 A through D have been met. If recommending approval, Planning Commission shall record that the evidence presented meets the “Criteria for Approval” from the UDO as listed above.

The Planning Commission may:

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

Chairman Wooten asked the applicant to tell the Commissioners what he was wanting to do.

Anthony Sprague stated that the actual enclosed accessory building would be a 2000 square foot steel building shop to house tools, a boat, etc. The variance is mostly for the awning on the side and front of the building.

Chairman Wooten noted that there are other accessory structures in the area that are probably not compliant but were probably grandfathered.

Mr. Ankerson stated that the area was annexed by the City of Gautier in 2002 and he was not sure what the County zoning was prior to the City’s rezoning. It could have been previously zoned Agricultural by the County and the structures could have been allowed by right. Since it has been rezoned R-1 they are legal non-conforming structures and don’t have to meet the new requirements.

Commissioner Ward asked if the garage was included in the square footage of the residence.

Mr. Ankerson advised that the square footage of the house was under beam square footage not just living area.

Commissioner Gainer joined the meeting by phone at 5:47 PM and **Chairman Wooten** told him what had been discussed so far on this case.

Mr. Ankerson stated he thinks Criteria A, "That special conditions and circumstances exist which are peculiar to this particular site", had been met because even though the parcels in the area are zoned R-1 the lots are not typical R-1 size lots. They are Agricultural or Estate lot size. In the Agricultural District an accessory building would not be restricted to the 50% square footage of the home. They would only be restricted to 20% of the rear yard.

Mr. Sprague said the actual square footage under beam was probably more than 3500 square feet, as stated previously, because the three-car garage and the porches would be included.

Mr. Ankerson advised that we get our information from the tax records, but if Mr. Sprague had drawings or an appraisal showing more square footage under beam, he would use that to determine the variance needed.

Mrs. Sprague said the actual square footage was over 4000 square feet and that only the cement and awnings exceed the 50% of the home.

Commissioner Ward noted that the majority of the building would be blocked from the road by the house and trees. He also asked if there were a want or need for additional accessory structures, such as a pool, would another variance be required. He stated that he wanted the applicants to be aware if they would need a variance for additional structures.

Mr. Ankerson advised that the UDO states that all accessory structures cannot total more than 50% of the square footage of the principal structure and that pools, gazebos, etc. are listed in the UDO as an accessory structure.

Mrs. Sprague asked if there were any plans to make changes to accommodate the size of their property, because their house and the proposed shop only uses a very small fraction of their entire property. She stated that they did have plans for a pool and other things, so would they have to get a variance for everything they would want to do.

Chairman Wooten told her they would and asked Mr. Ankerson if Residential Estate Zoning would be different for accessory buildings.

Mr. Ankerson advised that in a Residential Estate District maximum lot coverage for all structures was 20% of the lot and accessory structures could not exceed 15% of the rear lot area.

Commissioner Ward asked about a zoning change to Residential Estate.

Mr. Ankerson stated he would have to look at the other lots in the area to see if a zoning change would be beneficial to the area.

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

ACTION TAKEN:

Chairman Wooten made a motion to recommend approval of the variance due to special conditions and circumstances that exist which are peculiar to this particular site, structure or building involved and which are not applicable to other sites or structures or buildings in the same district.

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

AYES:	David Wooten
	Joshua Ward
	Claude Stubbs
	William Davis
	Paul Gainer

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

April 1, 2021

GPC #21-11-VAR

6208 Old Spanish Trail

VII. NEW BUSINESS

1. CONSIDER A REQUEST FOR A 1,422 SQUARE FOOT VARIANCE (APPROXIMATELY 40%) TO SQUARE FOOTAGE REQUIREMENTS FOR AN ACCESSORY BUILDING A R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT. 6208 OLD SPANISH TRAIL, (GPC #21-11-VAR)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

Planning Commission Chairman to follow procedure below. All questions/comments to be directed to the Council and not to applicant, staff, or other attendees of the meeting.

1. Chairman announces the case.
2. Chairman makes statement, "This is a Public Hearing and all statements to be made need to be true and accurate for the record."
3. Staff gives brief overview of case.
4. Applicant presents their case.
5. Anyone to speak in support of the Request? Please state your name and address for the record.
6. Anyone to speak in opposition of the Request? Please state your name and address for the record.
7. Any final comments from the applicant?
8. Questions from Commission?
9. Chairman closes public hearing – "This closes the Public Hearing portion of this case" bang of gavel
10. Motion/Deliberation/Vote

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: March 16, 2021

Subject: Consider a request for a 1,422 square foot Variance (approximately 40%) to square footage requirements for an accessory building a R-1 Low Density Single-Family Residential Zoning District. 6208 Old Spanish Trail, (GPC #21-11-VAR)

REQUEST:

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BACKGROUND:

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The property in question is 3.57 acres.

DISCUSSION:

The applicants request a variance to the maximum square footage allowed for an accessory building in a R-1 Low Density Single-Family Residential District. The principal structure is 3,556 square feet. The proposed accessory building with awnings and patio area would total 3,200 square feet. If approved, the square footage of the accessory structure would be approximately ninety (90) percent of the principal structure area. The UDO allows a maximum of fifty (50) percent of the principal structure. The applicants are requesting a 1,422 square foot variance to square footage requirements for the accessory structure.

DETERMINATION OF APPLICABLE LAW:

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4.18.2 Application for Variance

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- A. 30% of required off-street parking spaces and/or
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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;
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Single-Family detached dwelling units shall meet the following development standards.

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

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

Rear—Twenty-five (25) feet

D. Minimum Setbacks for Accessory structures(s):

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

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Rear—Five (5) feet

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

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

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

RECOMMENDATION & CONCLUSION:

Staff has been presented with no evidence or information indicating that the variance criteria listed in UDO Article IV Section 4.18.4 A through D have been met. If recommending approval, Planning Commission shall record that the evidence presented meets the "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

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

ATTACHMENTS:

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

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

21-11-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

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

Name of Applicant : Anthony or Armilise Sprague

Name of Business: N/A Phone: 512-970-6701/504-722-6698

Property Address: 6208 Old Spanish Trail, Ocean Springs, MS 39564 Mailing Address (if Different): N/A

E-Mail Address: lisaSprague73@gmail.com

Reason for request, location and intended use of Property: Steel building - garage in rear yard for storage

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: Armilise Sprague Date of Application: 02/05/2021

FOR OFFICE USE ONLY

Date Received 2/5/21 Verify as Complete SA/B2 2/29/21

Fee Amount Received 175.00 Initials of Employee Receiving Application B2

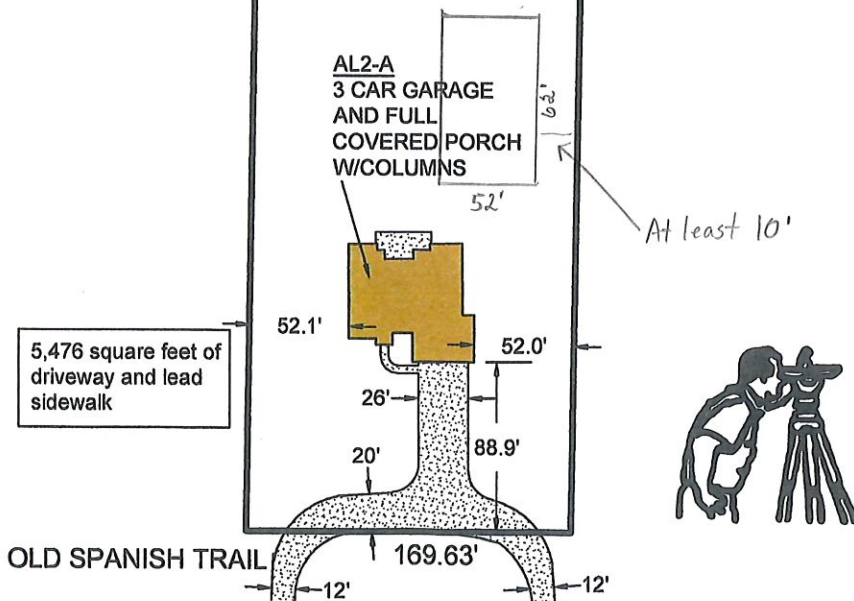
CSX RAILROAD 100' R/W
173.87'



YL 1701

PIDN:
82432029.000

**SITE PLAN ON PIDN:
82432029.000 ON NORTH
SIDE OF OLD SPANISH
TRAIL, JACKSON
COUNTY, MISSISSIPPI**



CROSBY SURVEYING

PROFESSIONAL LAND SURVEYING

716 LIVE OAK DRIVE

BILOXI, MISSISSIPPI 39532

PHONE: 228-234-1649

EMAIL: cliffordcrosby@cableone.net

Barbara (Babs) Logan

From: Lisa Sprague <lisasprague73@gmail.com>
Sent: Friday, February 19, 2021 11:33 AM
To: blogan@gautier-ms.gov
Cc: Anthony Sprague
Subject: Re: Variance Application

Hi Barbara,

Will this email reply with paragraphs suffice? - *Narrative* -

We are wanting to build a steel metal building to hold our lawn equipment and other recreational items i.e. water crafts to protect them from the harsh Mississippi weather elements. Also, need space for hobby wood-working projects as well as storage of several large framed plywood boards specifically designed to fit our house windows for hurricane protection.

The size of the building itself 40x50 fits within the parameters of the 50% of total square footage of our residential property 4120 sq.ft. However, the additional slab for the side awning and front patio area is causing the need for the variance application. We would rather have the awning attached to the building than building a separate pavilion type structure. We have 3.57 acres which is plenty of space for this one steel building and attached awnings. We could probably fit at least 5 of the same size metal buildings in our rear yard and still have plenty of green space and drainage. We believe this meets the special conditions and circumstances clause which are particular to this property site structure or building involved in which are not applicable to other sites in the same district due to the rare existence of our lot size.

There are other neighboring properties with acreage on this road that have multiple metal/wooden storage facilities detached from their residential property that appear to be aggregately larger than 50% of their residential property.

Regards,

Armilise (Lisa) Sprague
Anthony Sprague

On Feb 19, 2021, at 8:49 AM, Barbara (Babs) Logan <blogan@gautier-ms.gov> wrote:

I was reviewing your Variance Request Application for the April 1st Planning Commission Meeting and found that you did not submit a project narrative. I realize that you gave me most of the information that would go in your narrative when you answered the criteria questions. Basically, I just need that information styled as a narrative telling what you are wanting to do and why you are requesting the variance.

Please let me know if you have any questions.

Babs Logan
Planning Technician
City of Gautier Planning Dept.
Phone: 228-497-1878 ext: 318
Fax: 228-497-1038

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

- A. Do special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district? If yes, please explain.

Yes, our lot size of 3.57 acres is more than ample space to accomodate a steel building. Our goal is to have one structure to accomodate all goals.

This structure is to store our residential lawn equipment another other large tools.

This will enable us to use our house attached garage for actually parking cars.

- B. Would the literal interpretation of the provisions of this Ordinance deprive the applicant (you) of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? If yes, please explain.

Yes, there are other properties in the same district that have separate as well as multiple separate storage structures on their property. Some of these properties deceptively look small because there lot is not cleared.

Our property has a large portion cleared (which was done prior to our purchase).

- C. Do the special conditions and circumstances result from actions of the applicant (you)?

I am not sure how to answer this question. Here is some information.

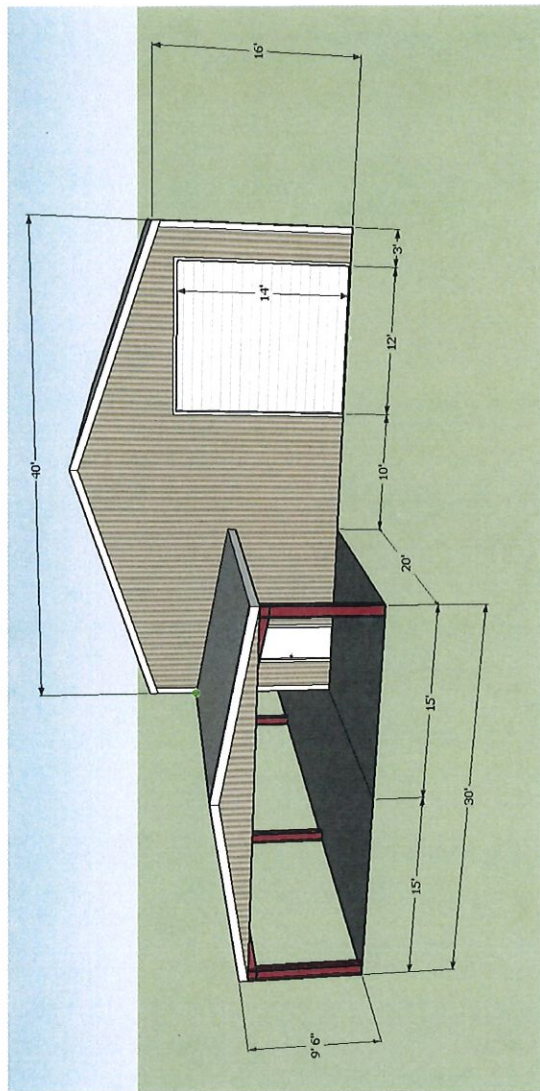
We would prefer to do one structure 40x50 steel building (2,000 sq.ft.) with a roof lean-to and front awning area (1,200 sq.ft.) versus multiple structures to accomodate garage as well as pavillion type area to sit outside under a roof in the hot & humid south Mississippi summers and enjoy our property.

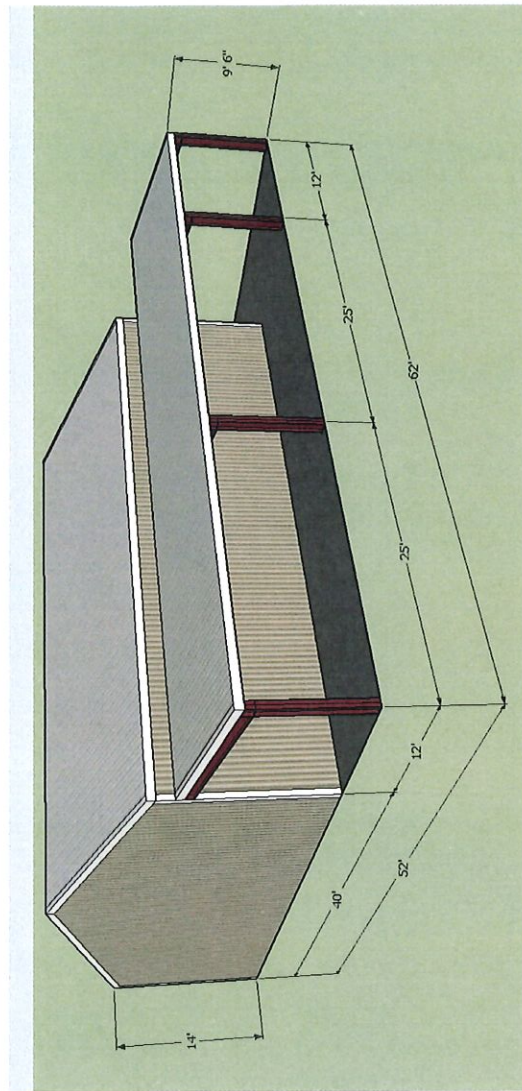
- D. Does granting the Variance requested confer upon the applicant (you) any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district?

No. There would be no special privileges by granting the Variance.

We are in a unique area bordering Jackson County, Gautier and Ocean Springs.

We are not in a subdivision. Denying the variance would be extemely restrictive and really question the purpose of owning a larger lot if you cannot do much with it.





82432029.000 GUILLORY ARMILISE ALBERT &

PIDN: 82432029.000

GISP: 779.32-00-0025.00

Owner Information

Percent of Ownership: PERCENT_OF
Name: GUILLORY ARMILISE ALBERT &
Name 2: SPRAGUE ANTHONY MARTIN
Mailing Address: 6208 OLD SPANISH TRL
OCEAN SPRINGS MS
39564

Site Address: 6208 OLD SPANISH TR GAUTIER

Land Information

Section: 32 Acreage: 3.57
Township: 7S
Range: 7W
Street Name OLD SPANISH
TR

Value and Tax Information

Total Assessed Value:	28017	Total Appraised Value:	280170
Improvement Value:	246510	Land Value:	33660
Tax Amount:	4209	SQ FT:	3476
		Year Built:	2017

Legal Description

Description: E 170' OF W 470' OF LOT 2 N OF
OLD HWY 90 & S OF L&N RAILROAD
DB 1842-778 (25 MAP779.32)
'PER SURVEY'

3,556

Deed Book / Page: 1842 / 778

82432029.000 GULLORY ARMILISE ALBERT &



Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

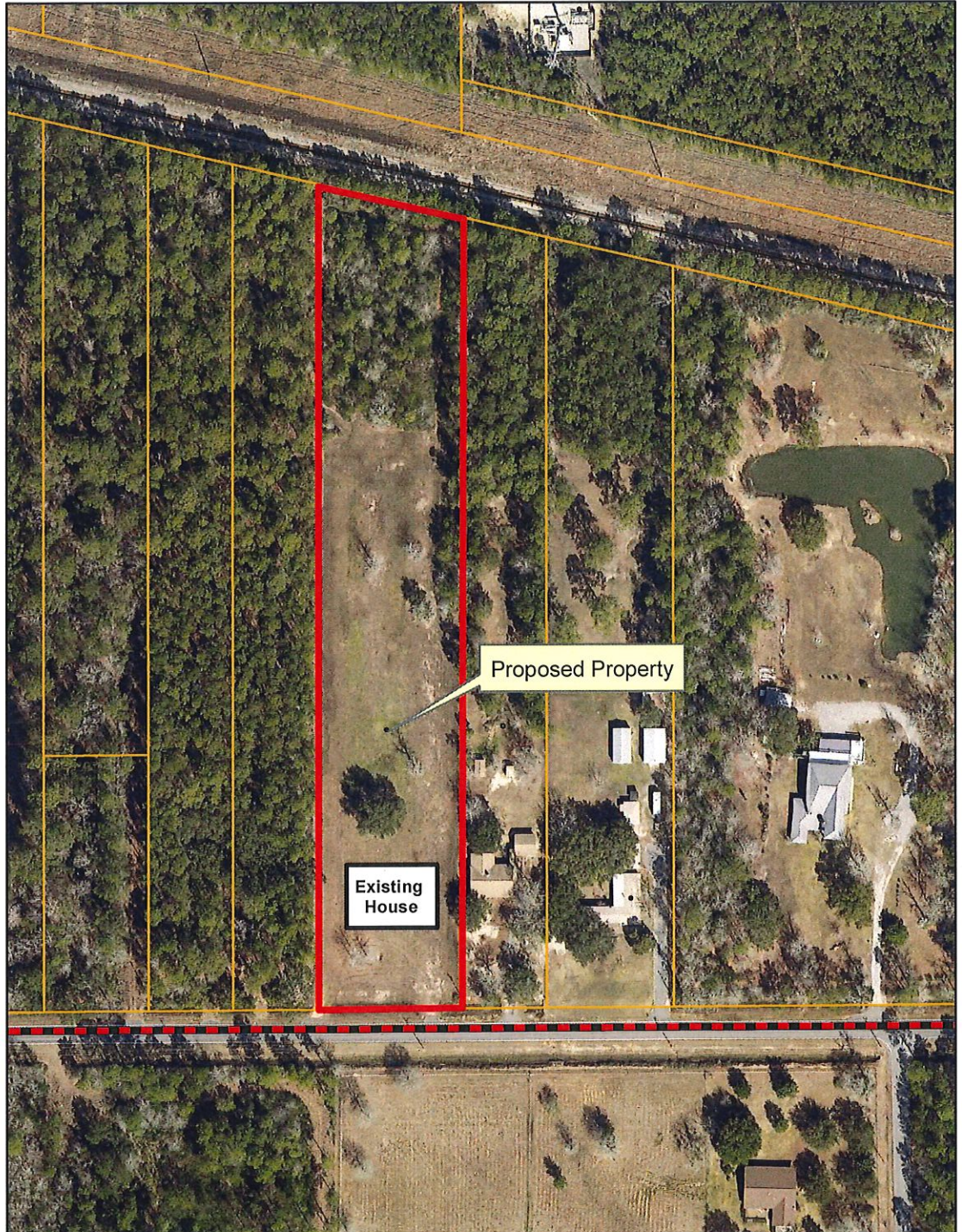


Exhibit B

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

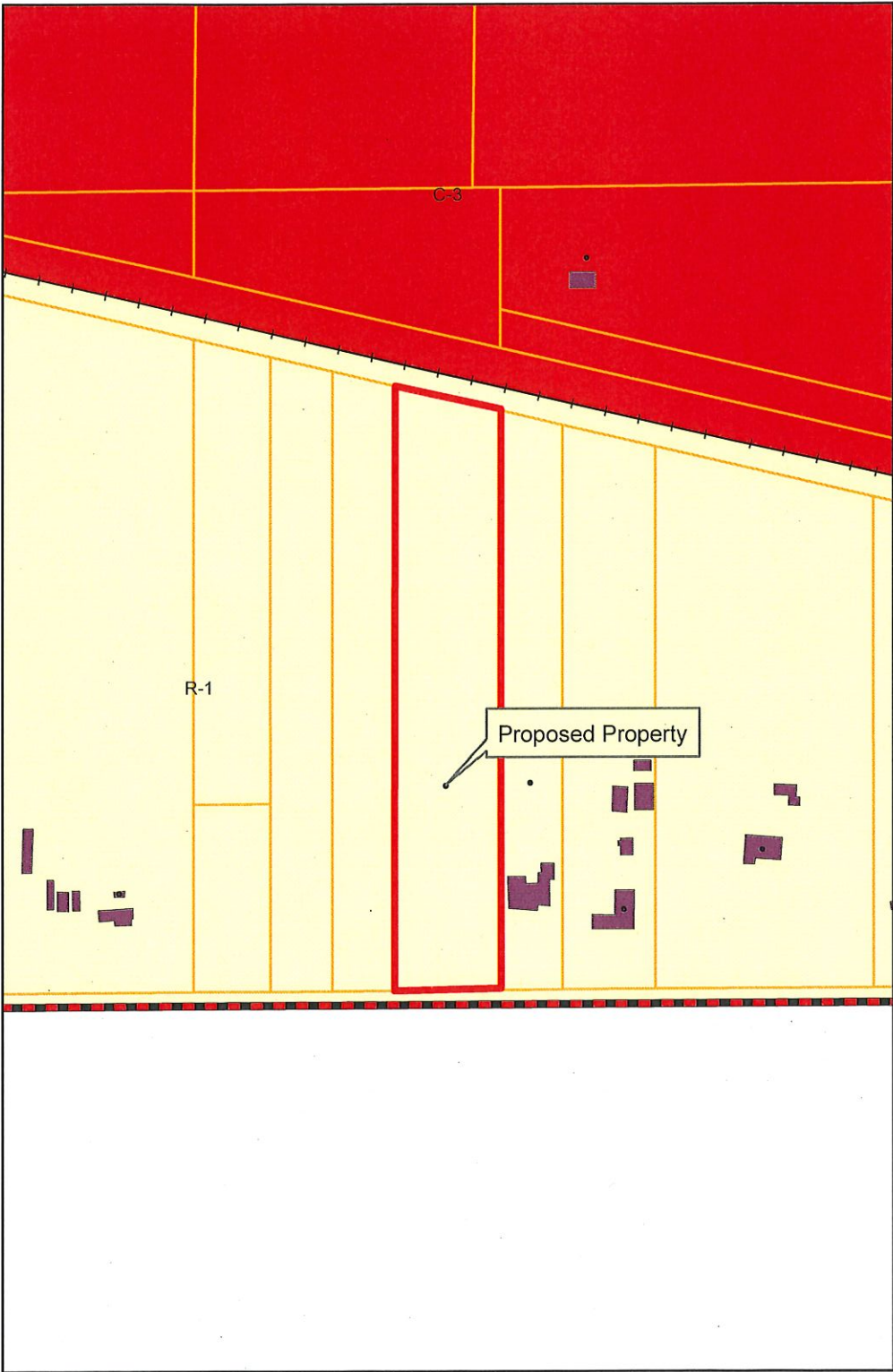


Exhibit C

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

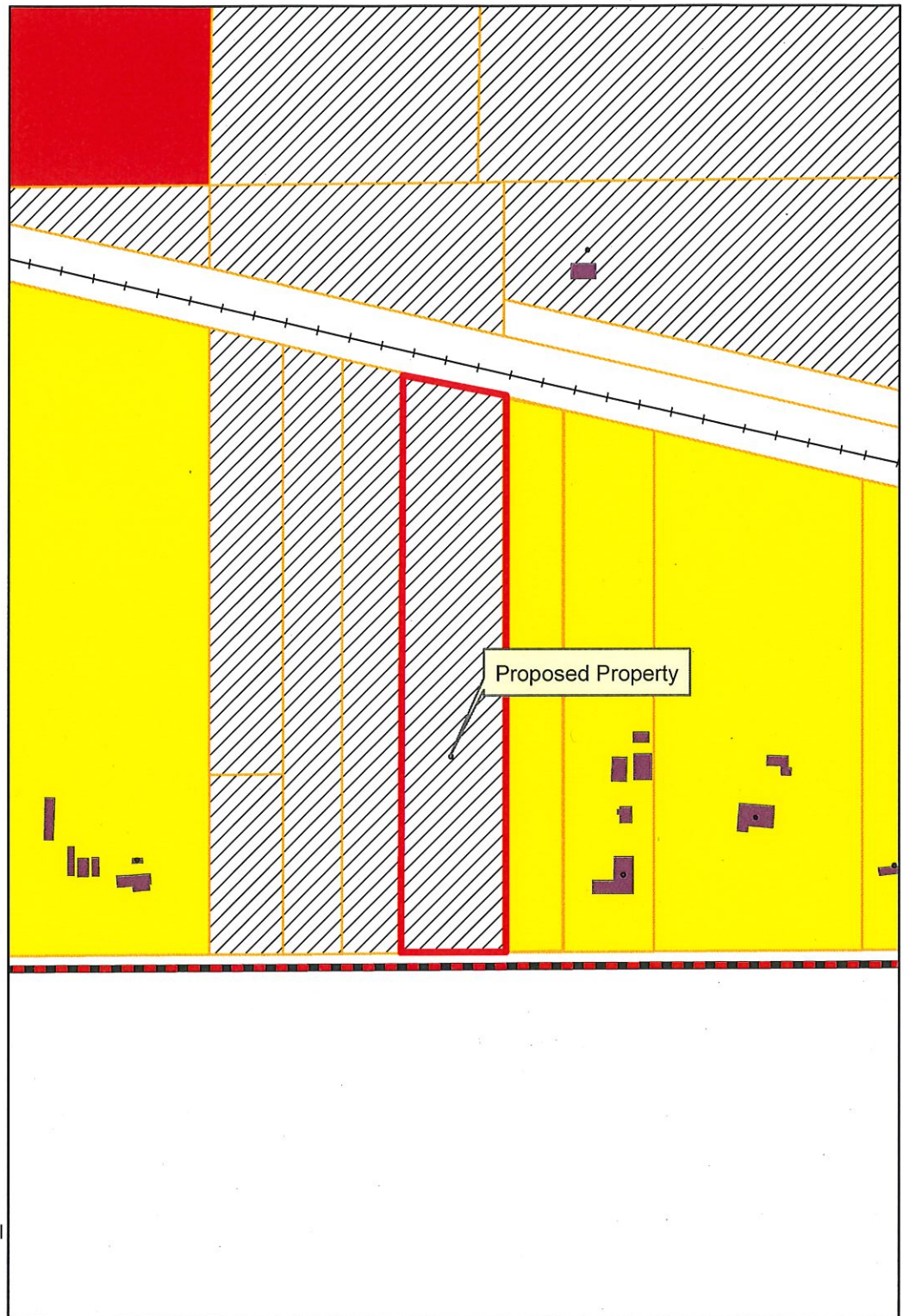


Exhibit D Future Land-Use

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 #4
Fact Sheet

Council Meeting: April 20, 2021
Title: Consideration of a request for a variance to place a swimming pool in the front yard of a residence in an R-1 Low Density Single-Family Residential Zoning District at 2601 Guillotteville Road, Gautier, MS. (GPC #21-12-VAR)

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

Summary Explanation: Consideration of a request for a variance to place a swimming pool in the front yard of a residence in an R-1 Low Density Single-Family Residential Zoning District at 2601 Guillotteville Road, Gautier MS (PID #82502100.000) (GPC #21-12-VAR).

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

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

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the homeowner of 2601 Guillotteville Road, (PID# 82502100.000) has requested a variance to allow a swimming pool in the front yard of a residence in an R-1 Low Density Single-Family Residential Zoning District; and

WHEREAS, the property is zoned R-1 Low Density Single-Family Residential; and

WHEREAS, the UDO considers a swimming pool to be an “accessory structure/accessory use” and requires such structures to be located on the side or rear portion of the yard unless a variance is obtained; and

WHEREAS, the proposed property is 6.65 acres, leaving the principal structure approximately 190’ from the roadway and the swimming pool would be approximately 150’ from the roadway; and

WHEREAS, 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 April 20, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 4/12/2021
Subject: Consider a request for a Variance to place a swimming pool in the front yard of a residence in a R-1 Low Density Single-Family Residential Zoning District. 2601 Guillotville Road, (GPC #21-12-VAR)

REQUEST:

The Planning Department has received a request from Thomas and Rita Walker for a Variance to place a swimming pool in the front yard of a residence in a R-1 Low Density Single-Family Residential Zoning District. 2601 Guillotville Road, PID #82502100.050. The application fee of \$175 was paid on February 17, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The applicants would like to build an inground swimming pool in their front yard. The UDO considers a swimming pool an “accessory structure/accessory use” and such structures and uses shall be located in the side or rear portion of the yard.

The property in question is 6.65 acres.

DISCUSSION:

The applicants request a variance that would allow an inground swimming pool in their front yard. The proposed property is 6.65 acres and is located in a R-1 Low Density Single-Family Residential District. The principal structure is approximately 190’ from the roadway and the swimming pool would be approximately 150’ from the roadway. There is a natural tree line along the front of the property. The UDO does not allow swimming pools to protrude into a front yard without a variance.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines Variances as:

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

The UDO defines Hardship as:

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

- (1) the land in question cannot yield a reasonable return if used only
- (a) for a purpose allowed in that zone (applicable to special exceptions), or

- (b) as permitted by the dimensional requirements of this ordinance (applicable to variances);
- (2) that the plight of the owner is due to unique circumstances of the land for which the variance or special exception is sought; and
- (3) that the use to be authorized by the variance will not alter the essential character of the locality.

UDO SECTION 4.18: Variance

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

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

4.18.1 Who May Initiate

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

4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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

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

30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

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

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

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

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

RECOMMENDATION:

The Planning Commission recommends approval of the variance as presented due to special conditions and circumstances that exist which are peculiar to this particular site, structure or building involved and which are not applicable to other sites or structures or buildings in the same district.

The City Council may:

Approve variance request as presented;

Approve the variance request with changes; or

Deny variance request.

ATTACHMENTS:

1. Complete Packet 21-12-VAR

Excerpt from April 1, 2021 Planning Commission Meeting:

The Planning Department has received a request from Thomas and Rita Walker for a Variance to place a swimming pool in the front yard of a residence in a R-1 Low Density Single-Family Residential Zoning District at 2601 Guillotville Road. (GPC Case No. 21-12-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case. He noted that the Recommendation & Conclusion should state that staff has been presented with *some* evidence that the variance criteria listed in the UDO has been met and that the one he struggled with was 4.18.4(D). Mr. Ankerson referred to paragraph three of the applicant's narrative regarding an existing retention pond in the rear yard and several large historic oak trees on the property.

REQUEST:

The Planning Department has received a request from Thomas and Rita Walker for a Variance to place a swimming pool in the front yard of a residence in a R-1 Low Density Single-Family Residential Zoning District. 2601 Guillotville Road, PID #82502100.050. The application fee of \$175 was paid on February 17, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The applicants would like to build an inground swimming pool in their front yard. The UDO considers a swimming pool an "accessory structure/accessory use" and such structures and uses shall be located in the side or rear portion of the yard.

The property in question is 6.65 acres.

DISCUSSION:

The applicants request a variance that would allow an inground swimming pool in their front yard. The proposed property is 6.65 acres and is located in a R-1 Low Density Single-Family Residential District. The principal structure is approximately 190' from the roadway and the swimming pool would be approximately 150' from the roadway. There is a natural tree line along the front of the property. The UDO does not allow swimming pools to protrude into a front yard without a variance.

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.

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- (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:

Staff has been presented with some evidence or information indicating that the variance criteria listed in UDO Article IV Section 4.18.4 A through D have been met. If recommending approval, Planning Commission shall record that the evidence presented meets the “Criteria for Approval” from the UDO as listed above.

The Planning Commission may:

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

Chairman Wooten asked the applicant to tell the Commissioners what he was wanting to do.

Thomas Walker stated there was a small retention pond behind the structures and everything behind the pond is an unimproved area and they don't want to disturb the natural habitat. He said the proposed location was not their first option but removing the retention pond would cause drainage problems and the side yard has a 550-year-old oak tree. The swimming pool contractor surveyed the property and saw no other option other than the front yard.

Mr. Walker also noted that the house was about 180 feet from the front property line and there is a natural tree line they own that borders both edges of the property and in the front. He said they were going to landscape around the pool with something that would completely block the view of the pool from the street.

Chairman Wooten asked about the applicant having to get a permit for the pool and the requirement of a fence around the pool. **Mr. Ankerson** advised that a permit for the pool would have to be obtained and then read 6.4.15(A4) of the UDO regarding enclosure of the pool area by a wall or gate.

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

ACTION TAKEN:

Commissioner Ward made a motion to recommend approval of the variance as presented due to special conditions and circumstances that exist which are peculiar to this particular site, structure or building involved and which are not applicable to other sites or structures or buildings in the same district.

Commissioner Davis seconded the motion and the following vote was recorded:

AYES:	David Wooten
	Joshua Ward
	Claude Stubbs
	William Davis
	Paul Gainer

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

April 1, 2021

GPC #21-12-VAR

2601 Guillotville Road

VII. NEW BUSINESS

1. CONSIDER A REQUEST FOR A VARIANCE TO PLACE A SWIMMING POOL IN THE FRONT YARD OF A RESIDENCE IN A R-1 LOW DENSITY SINGLE-FAMILY RESIDENTIAL ZONING DISTRICT. 2601 GUILLOTTEVILLE ROAD, (GPC #21-12-VAR)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

Planning Commission Chairman to follow procedure below. All questions/comments to be directed to the Council and not to applicant, staff, or other attendees of the meeting.

1. Chairman announces the case.
2. Chairman makes statement, "This is a Public Hearing and all statements to be made need to be true and accurate for the record."
3. Staff gives brief overview of case.
4. Applicant presents their case.
5. Anyone to speak in support of the Request? Please state your name and address for the record.
6. Anyone to speak in opposition of the Request? Please state your name and address for the record.
7. Any final comments from the applicant?
8. Questions from Commission?
9. Chairman closes public hearing – "This closes the Public Hearing portion of this case" bang of gavel
10. Motion/Deliberation/Vote

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: March 17, 2021

Subject: Consider a request for a Variance to place a swimming pool in the front yard of a residence in a R-1 Low Density Single-Family Residential Zoning District. 2601 Guillotteville Road, (GPC #21-12-VAR)

REQUEST:

The Planning Department has received a request from Thomas and Rita Walker for a Variance to place a swimming pool in the front yard of a residence in a R-1 Low Density Single-Family Residential Zoning District. 2601 Guillotteville Road, PID #82502100.050. The application fee of \$175 was paid on February 17, 2021. All public notice requirements have been met.

BACKGROUND:

The request property is zoned R-1 Low Density Single-Family Residential. The applicants would like to build an inground swimming pool in their front yard. The UDO considers a swimming pool an "accessory structure/accessory use" and such structures and uses shall be located in the side or rear portion of the yard.

The property in question is 6.65 acres.

DISCUSSION:

The applicants request a variance that would allow an inground swimming pool in their front yard. The proposed property is 6.65 acres and is located in a R-1 Low Density Single-Family Residential District. The principal structure is approximately 190' from the roadway and the swimming pool would be approximately 150' from the roadway. There is a natural tree line along the front of the property. The UDO does not allow swimming pools to protrude into a front yard without a variance.

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.

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 - (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

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4.18.2 Application for Variance

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

4.18.3 Administrative Variances

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:

Staff has been presented with no evidence or information indicating that the variance criteria listed in UDO Article IV Section 4.18.4 A through D have been met. If recommending approval, Planning Commission shall record that the evidence presented meets the "Criteria for Approval" from the UDO as listed above.

The Planning Commission may:

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

ATTACHMENTS:

- 1. Applicant's Exhibit 1 – Application
- 2. City's Exhibit A – Location Map
- 3. City's Exhibit B – Existing Zoning Map

4. City's Exhibit C – Existing Land Use Map
5. City's Exhibit D – Future Land Use Map

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

21-12-VAR

TO BE HEARD BY GAUTIER PLANNING COMMISSION:		FEE:
Zoning Change	_____	\$300.00
Major Development	_____	\$100.00
Variance	<u>✓</u>	\$175.00
Appeal to Staff Decision	_____	\$100.00

Name of Applicant: Thomas & Rita Walker
Name of Business: N/A Phone: 402-216-4470
Property Address: 2601 Guillotteville Road Mailing Address (if Different): _____
E-Mail Address: Tiger.Tom1968@yahoo.com
Reason for request, location and intended use of Property: Request Variance To Place In-Ground Pool In Far Southeast Corner of Fenced Front yard

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: Rita Walker Date of Application: 16 Feb 2021

FOR OFFICE USE ONLY	
Date Received <u>2-17-21</u>	Verify as Complete <u>SA/BL</u>
Fee Amount Received <u>175.00</u>	Initials of Employee Receiving Application <u>BL</u>

R-1

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

- A. Do special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district? If yes, please explain.

Yes, house is set back approximately 200 feet from road with a natural tree line along frontage. Property has a natural retention pond and 100 year old oak trees in back which would be destroyed / damaged if pool located in back.

- B. Would the literal interpretation of the provisions of this Ordinance deprive the applicant (you) of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance? If yes, please explain.

Yes. Removing retention pond would result in runoff from road and ditches causing potential flooding. Damaging or removing 100 year old oak trees would destroy natural habitat and historic significance of property.

- C. Do the special conditions and circumstances result from actions of the applicant (you)?

No.

- D. Does granting the Variance requested confer upon the applicant (you) any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district?

No, as this property is unique to this district by sitting so far back from the road. Natural tree line along frontage creates a rural like setting.

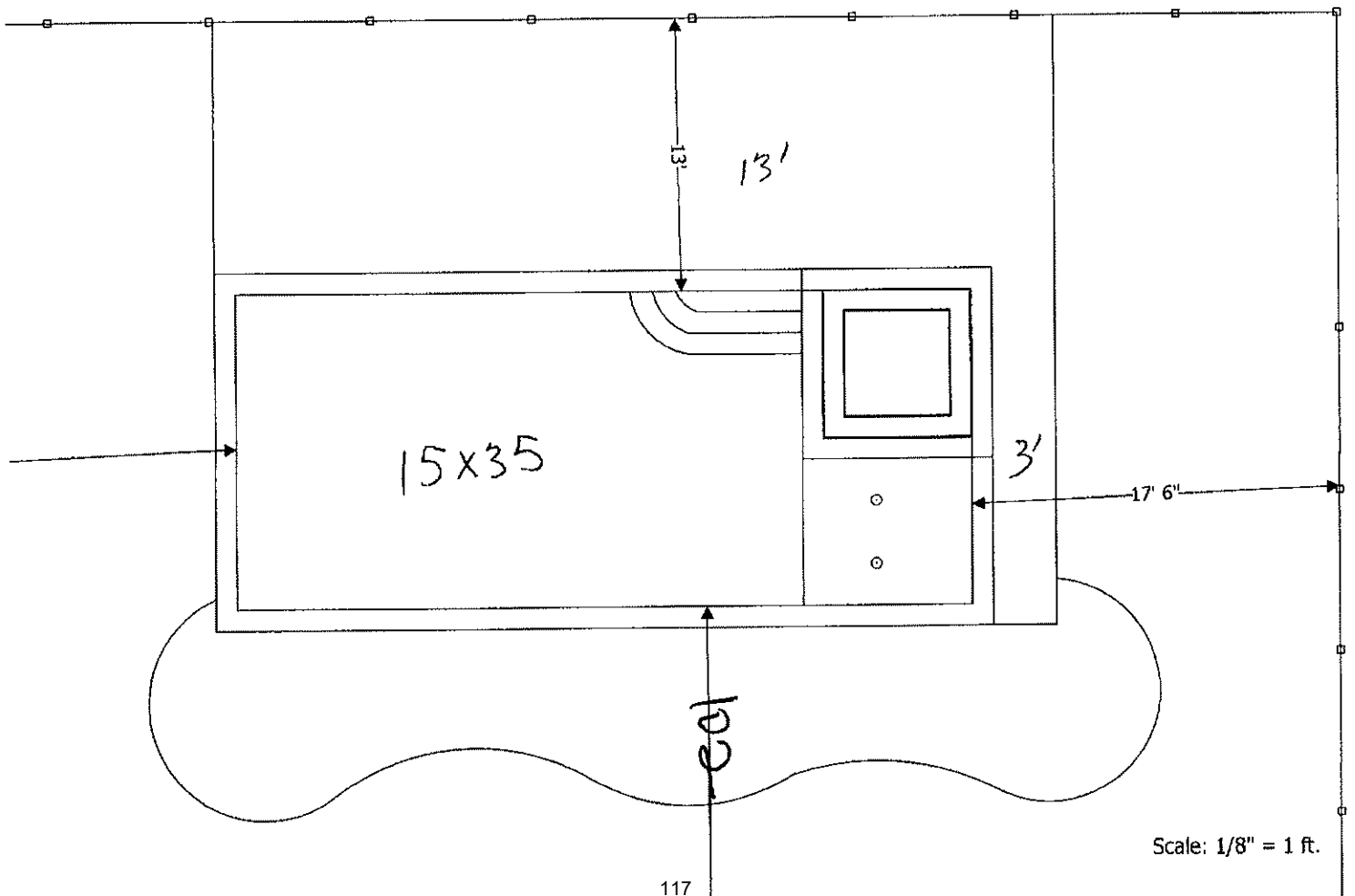
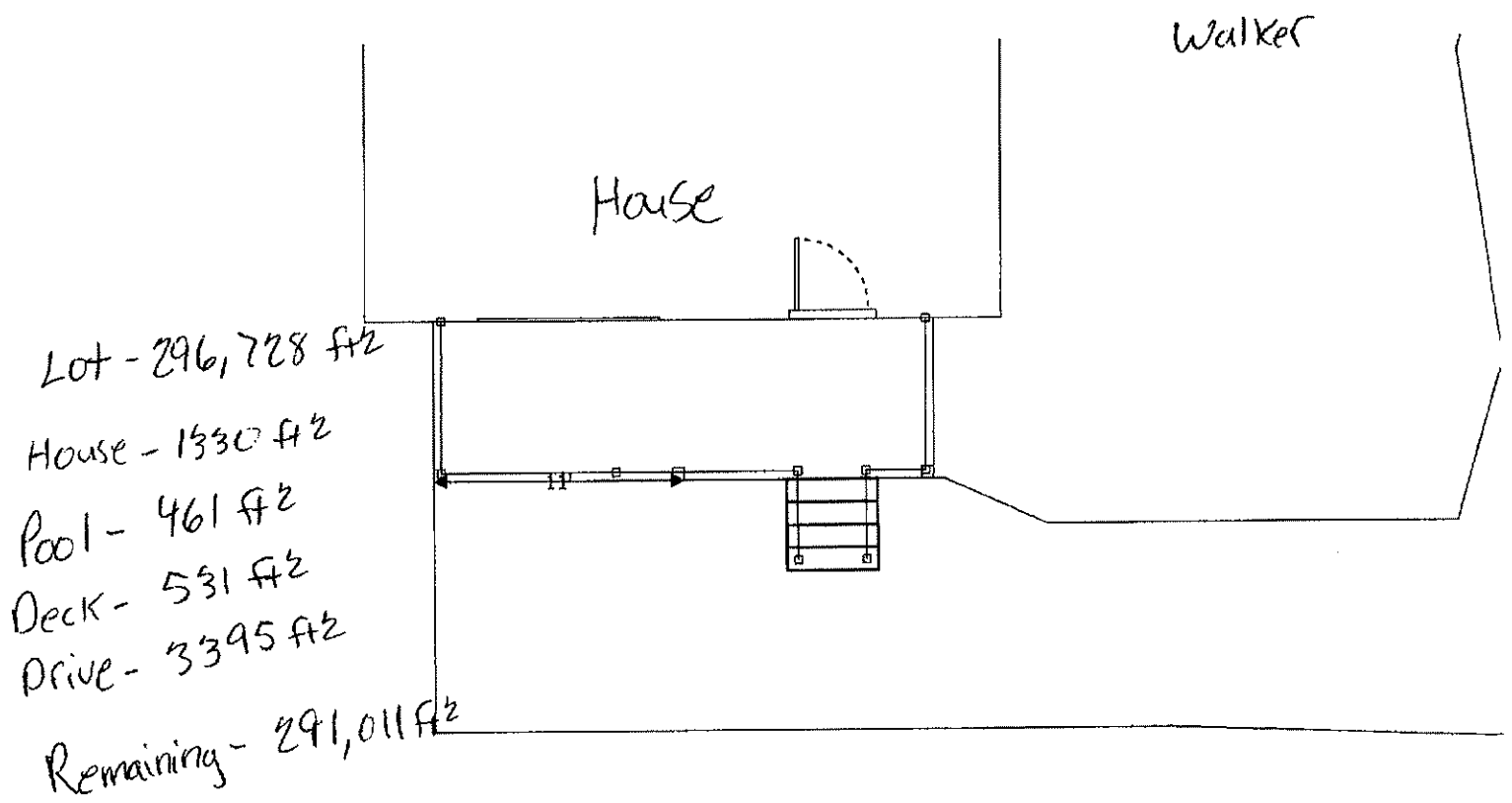
2601 Guillotteville Road Pool Site Variance Narrative

Requesting variance to city ordinance 6.4.15A2 stating, "No swimming pool area or part thereof, including aprons, walks and equipment rooms, shall protrude into any required front or side yard (without city approval). This ordinance creates a hardship as the area behind the house is not suitable for an in-ground pool due to the presence of a retention pond, 100+ year old oak trees, drainage ditches and being in a flood zone.

The house on 2601 Guillotteville Road was built in 1941 and sits facing North on a 6.65 acre lot. The property is bordered on the East by an unimproved, wooded 7.75 acre lot, on the West by two pastured lots totaling 7 acres, and on the South it is separated from a subdivision by the back four acres of the property which is unimproved and wooded.

The area behind the house was considered for the pool site, however removing the retention pond would create potential flooding issues from the nearby drainage ditches which collect runoff from the roadway back to the drainage ditch which runs horizontally along the Southern part of the unimproved area. Additionally, this entire area from the pond back is zoned as an AE flood zone. Additionally, there are several large, historic oak trees on the property which would either have to be removed or risk severe root damage resulting in an alteration of the essential character of the property.

This variance would not be contrary to public interest as the conditions peculiar to the property set it apart from other properties in the ward. The house itself is setback from the road approximately 190' and the frontage of the property is tree lined, presenting a rural like setting. In addition, the Eastern and Western borders of the property are tree lined as well creating a natural barrier. The front yard is enclosed with a 4' foot wooden picket fence and proposed pool site is located in the far Southeast corner of the fenced area. In addition, landscaping would be placed on the Northern and Western sides of the pool to ensure it would not be visible from the road or any other direction (see attached photo). See attached diagrams for approximate siting, landscaping and setback distances. The pool would be setback approximately 150' from the road, 150' to the East (property line not visible due to wooded area), 183' to the West (property line not visible due to wooded area), and 712' to the South (property line not visible due to back 4 acres being unimproved, wooded area).



walker

Lot - 296,728 ft²

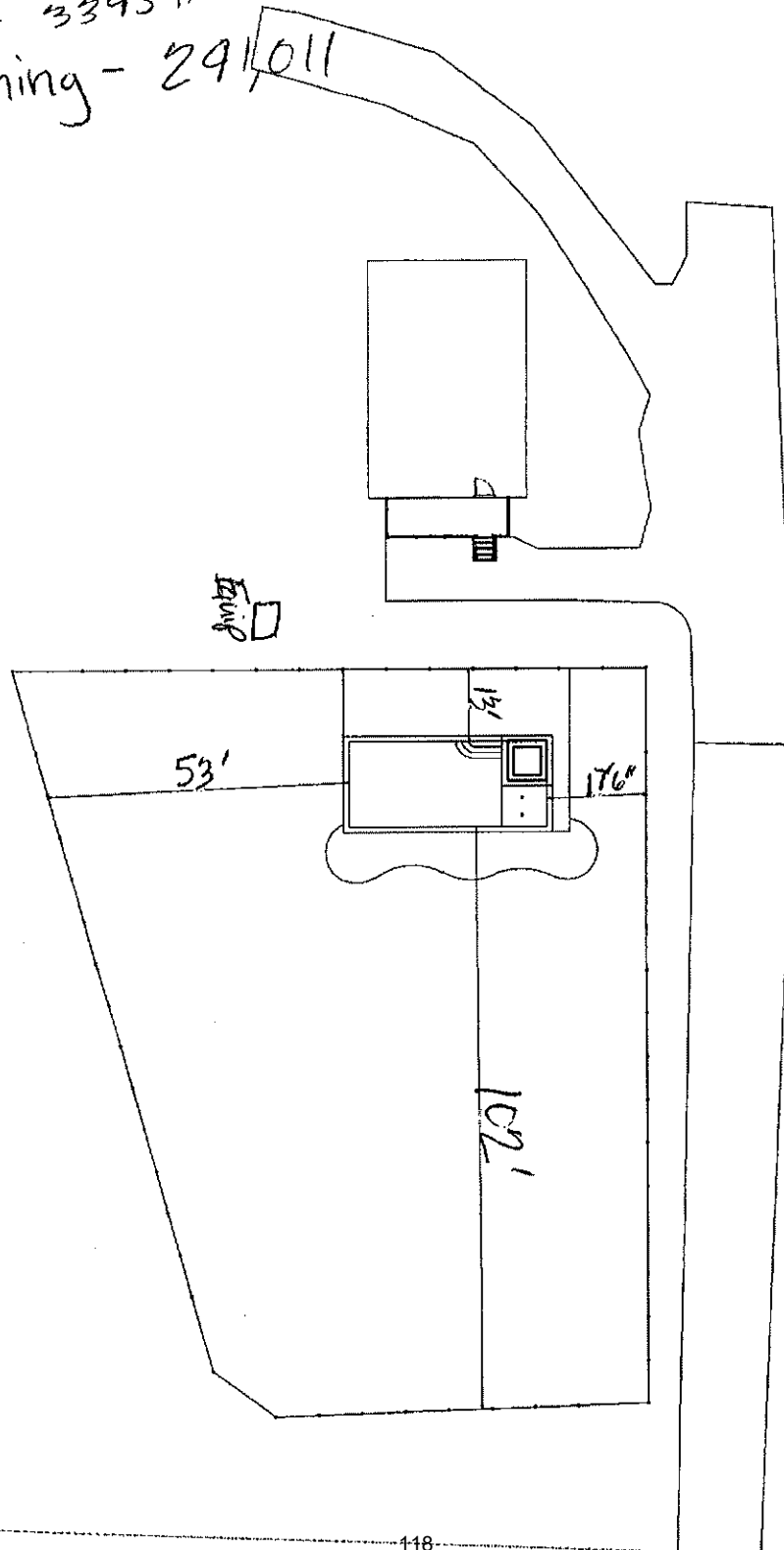
House - 1,330 ft²

Pool - 461 ft²

Deck - 531 ft²

Drive - 3395 ft²

Remaining - 291,011



Scale: 1/32" = 1 ft.



82502100.050 WALKER THOMAS D & RITA J

PIDN: 82502100.050

GISP: 871.02-01-0350.00

Owner Information

Percent of Ownership: PERCENT_OF

Name: WALKER THOMAS D & RITA J

Name 2:

Mailing Address: 2601 GUILLOTTEVILLE RD
GAUTIER MS
39553

Site Address: 2601 GUILLOTTEVILLE RD GAUTIER

Land Information

Section: 02 Acreage: 6.65

Township: 8S

Range: 7W

Street Name GUILLOTTEVILLE
RD

Value and Tax Information

Total Assessed Value: 17417

Total Appraised Value: 145760

Improvement Value: 125690

Land Value: 20070

Tax Amount: 2257

SQ FT: 0 Year Built: 1940

Legal Description

Description: COM SEC SECT 35-7-7 W 1423.9'
TO NW CORNER OF LOT 1 S 40' TO
S/M GUILLOTTEVILLE RD & POB S
846.63'S 84* E 338.16' N 872.42'
W 337' TO POB DB 1892-851
(350 MAP871.02-01)

Deed Book / Page: 1892 / 851

82502100.050 WALKER THOMAS D & RITA J



Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

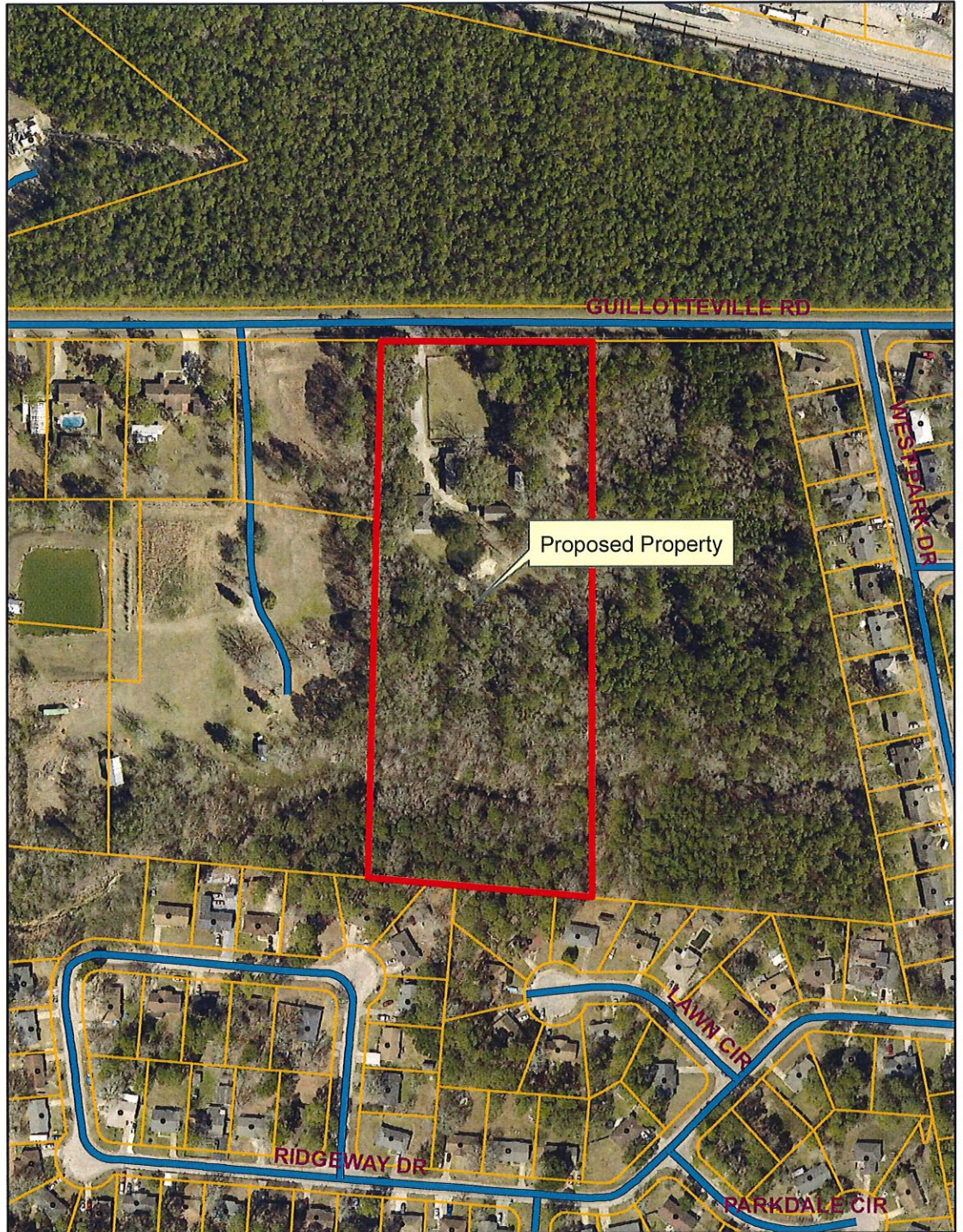


Exhibit B

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

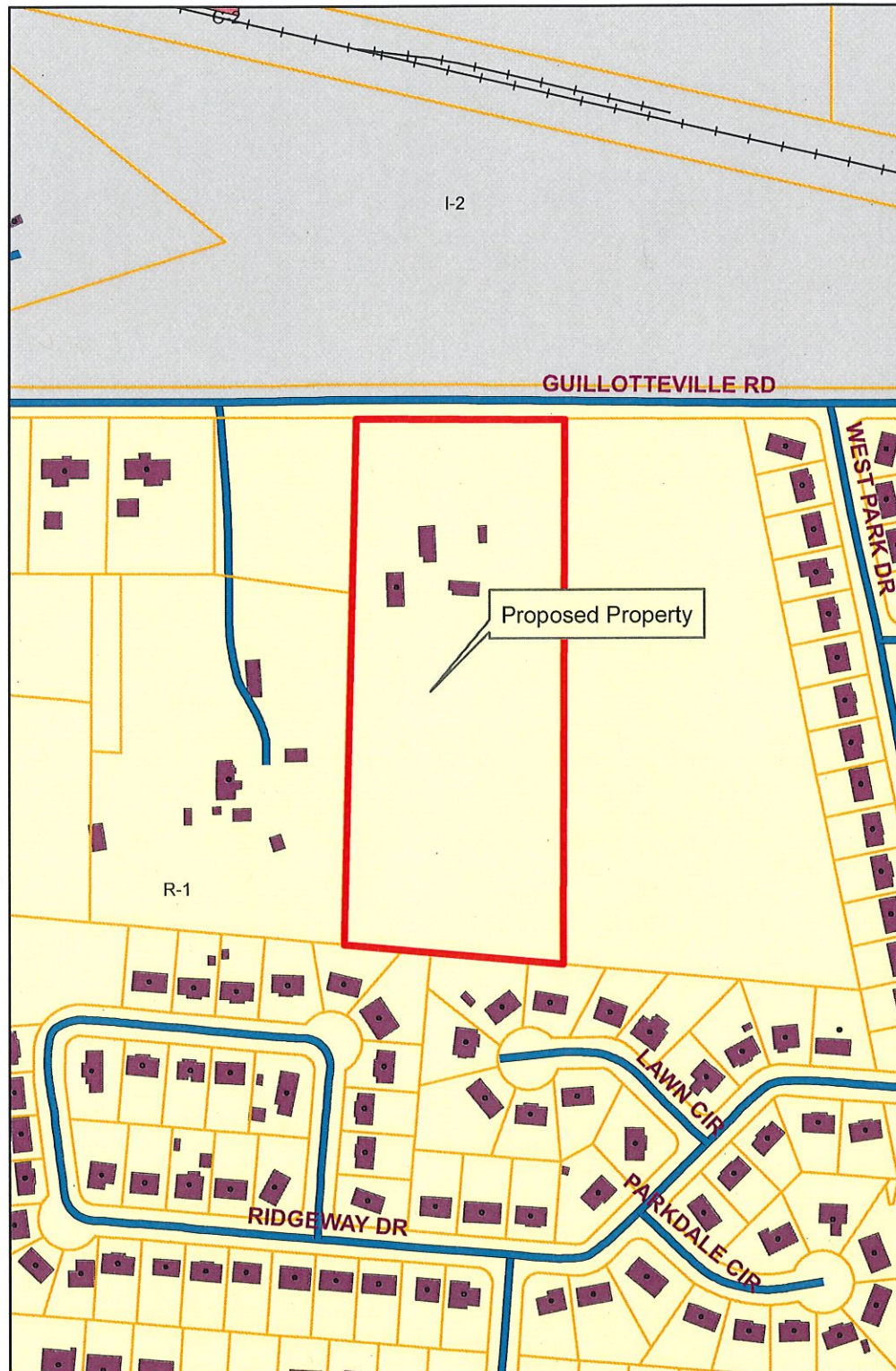


Exhibit C

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

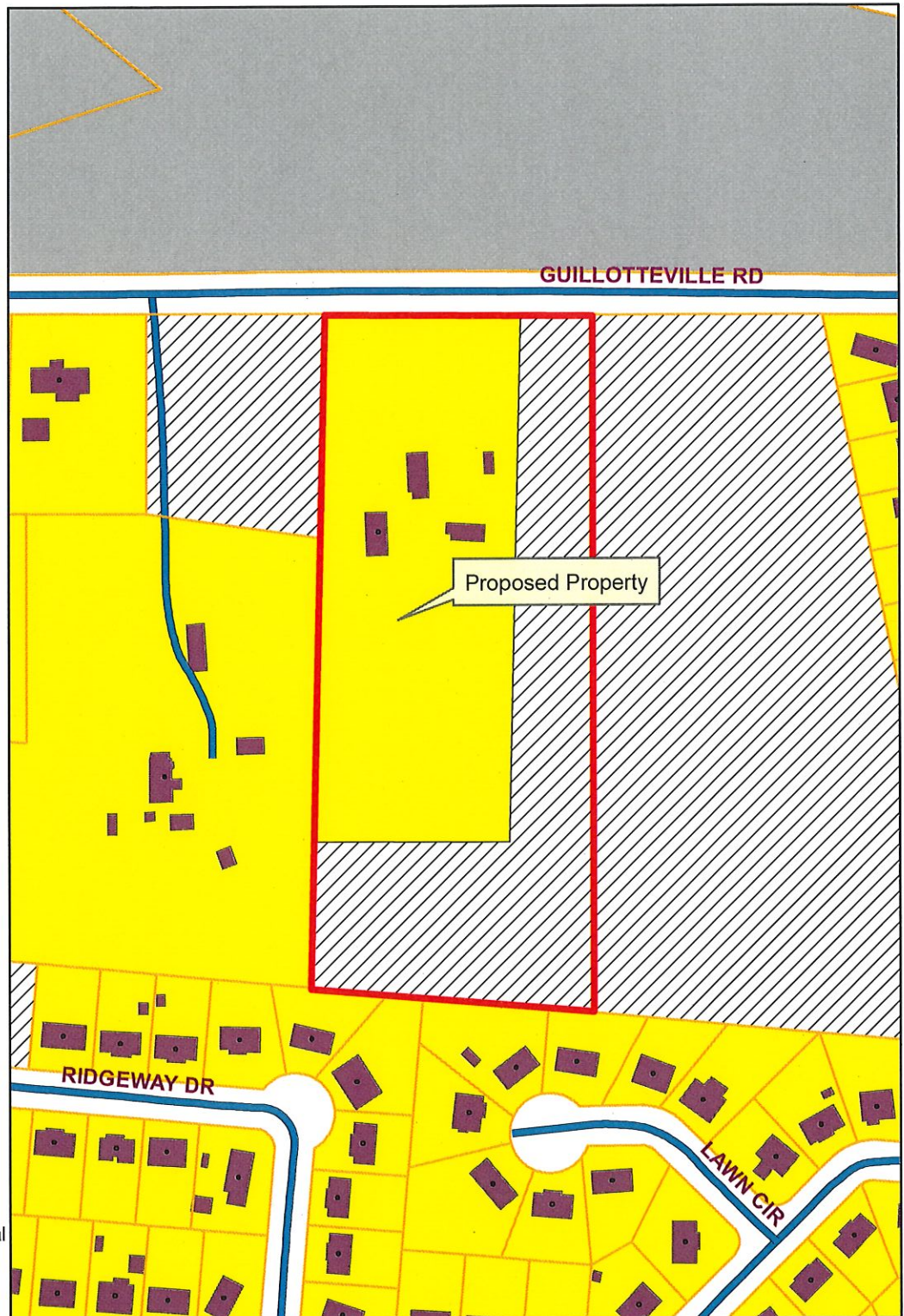


Exhibit D

Future Land-Use

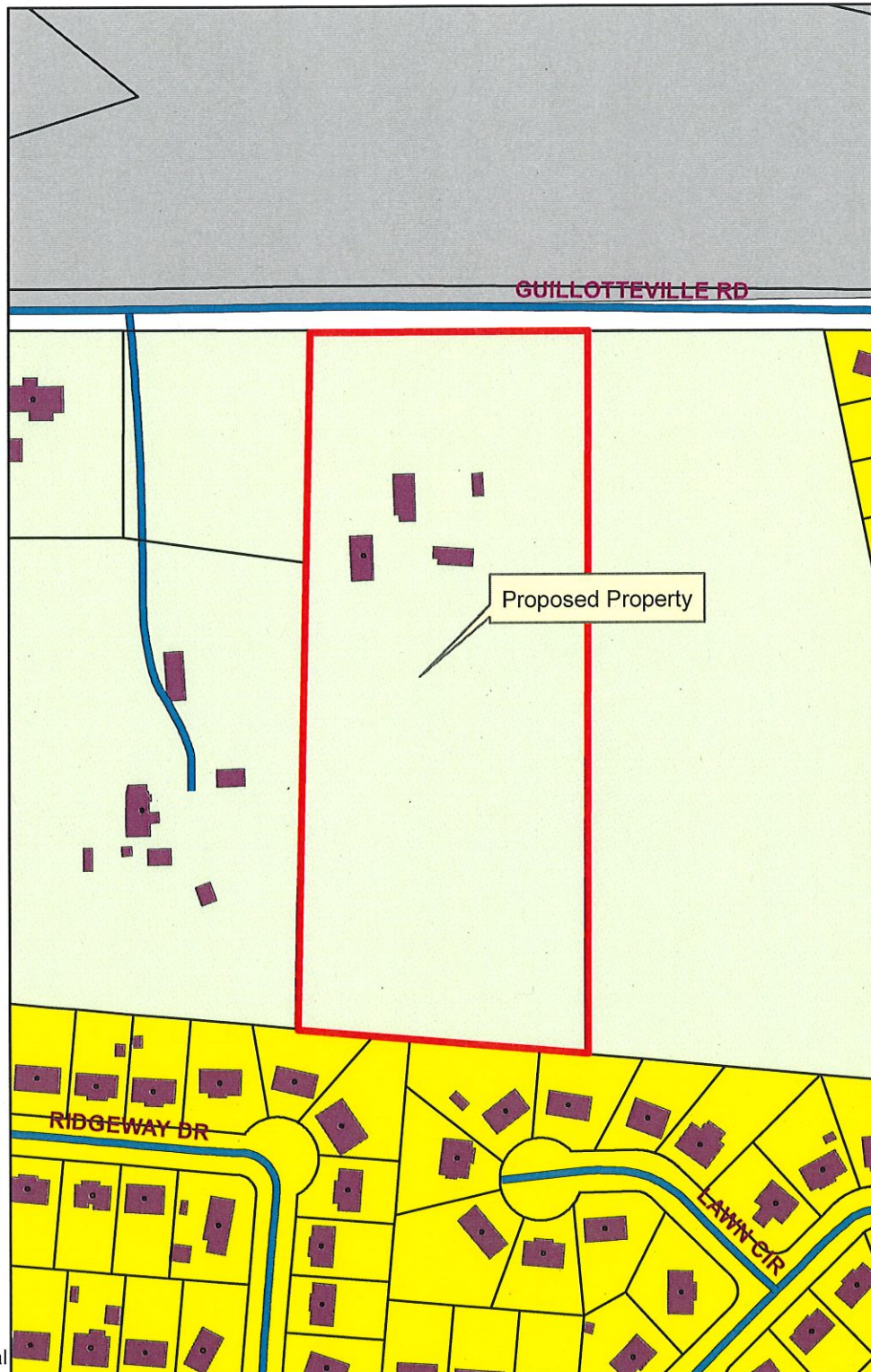
Prepared By:
City of Gautier
Planning Department

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 #5
Fact Sheet**

Council Meeting:
Title:

April 20, 2021
Consideration of a Rezoning of Property from a split zoning (C-3 Highway Commercial/AG Agricultural) to C-3 Highway Commercial located on Highway 57. (GPC 21-14-RZ)

Introduced by:
Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration of a Rezoning of Property from a split zoning (C-3 Highway Commercial/AG Agricultural) to C-3 Highway Commercial located on Highway 57 at PID #82420170.000 and #82420180.000 (GPC 21-14-RZ). The request for the rezoning consists of approximately 18.16 acres. The application fee of \$300 was paid on March 8, 2021. All public notice requirements have been met.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Second Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

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

Action Taken:

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

ORDINANCE NUMBER 000-2021

AN ORDINANCE OF THE CITY OF GAUTIER, MISSISSIPPI, RELATING TO THE REZONING OF APPROXIMATELY 18.16 ACRES TO C-3 HIGHWAY COMMERCIAL; GENERALLY DESCRIBED AS PID #82420170.000 and #82420180.000; MORE PARTICULARLY DESCRIBED IN THE BODY OF THE ORDINANCE; PROVIDING AUTHORITY; MAKING FINDINGS OF FACT; PROVIDING FOR A ZONING MAP AMENDMENT; AND SETTING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI, AS FOLLOWS:

SECTION 1. AUTHORITY.

The authority for enactment of this ordinance is Section 17-1-5, Mississippi Code Annotated Section 17-1-15 (1972), Mississippi Statutes.

The City Council of Gautier finds that a rezoning (is or is not) necessary. A public hearing was held before the Gautier Planning Commission on April 1, 2021, and the Commission recommended that Council approve the change for a zoning map amendment to adopt the 18.16 acres to C-3 Highway Commercial.

SECTION 2. PROPERTY REZONED.

The property generally described as Jackson County Parcel ID #82420170.000 and #82420180.000, which is comprised of approximately 18.61 acres located on Highway 57, is hereby rezoned to C-3 Highway Commercial.

SECTION 3. FINDINGS OF FACT.

The City Council finds that there was a mistake in the original zoning and that the property should be zoned C-3 Highway Commercial.

SECTION 4. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Gautier is hereby amended to include a change of classification from Split C-3 Highway Commercial/ AG Agricultural to C-3 Highway Commercial for the property identified as Jackson County Parcel No. 82420170.000 and Parcel No. 82420180.000.

SECTION 5. SETTING EFFECTIVE DATE AND APPEAL. This Ordinance shall become effective 30 days after approval by the City Council and signature of the Mayor.

ADOPTED: _____

Phil Torjusen, Mayor

ATTEST:

Teresa Montgomery, City Clerk

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Babs Logan, Planning Technician
Date: 4/12/2021
Subject: Consider a Property Owner Initiated Rezoning of Property from a split zoning of C-3 Highway Commercial/AG Agricultural to C-3 Highway Commercial located on Highway 57, PID #82420170.000 and #82420180.000.

REQUEST:

The Planning Department has received a request from Badgers Construction, LLC for a Rezoning of property generally described as Highway 57, PID #82420170.000 and #82420180.000 from a split zoning of C-3 Highway Commercial/AG Agricultural to C-3 Highway Commercial. The total acreage of the two parcels is approximately 18.16 acres. The application fee of \$300 was paid on March 8, 2021. All public notice requirements have been met.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change when the public welfare justifies such action. The GPC shall include in its recommendation to the City Council findings that the required rezoning criteria have been met.

DISCUSSION:

Location: Highway 57, PID #82420170.000 and #82420180.000. (See Exhibit A)

Existing Zoning: C-3 Highway Commercial/AG Agricultural. (See Exhibit B)

UDO 5.3.9 C-3, Highway Commercial District- Purpose and intent. The purpose of this district is to provide for areas where relatively high intensity commercial and retail uses, office buildings, medical facilities, automobile car lots and regional shopping areas may be located. C-3 Districts are to be located along major highways or major arterials. Due to the high intensity of some of the permitted uses and the variety of uses, most C-3 uses are not compatible with low- to medium-density residential uses, but may be adjacent to high-density residential uses if adequately buffered.

UDO 5.3.1 AG, Agricultural District- Purpose and intent. The AG District is intended to provide an area for low density residential development and small scale agricultural uses such as farms, and ponds for livestock or fowl. This zoning district is to encourage large lots, open space and single-family detached dwellings in an agricultural environment.

The provision of these zoning regulations shall not be exercised so as to require permits with reference to land used for agricultural purposes, or for the maintenance, repair or extension of farm buildings or farm structures.

Existing Land Use: Vacant. (See Exhibit C)

Future Land Use: Mixed Use Residential. (See Exhibit D)

DATA AND ANALYSIS:

Property requested for Rezoning: PID #82420170.000 and #82420180.000, Highway 57.

Location: Ward 1

Current Zoning of the Request Property: C-3 Highway Commercial/AG Agricultural

Current surrounding existing land use and zoning:

Current Land Use

Zoning District

North

Residential

Split Zoned C-3 Highway Commercial/Agricultural

South

none

none

East

Residential

AG Agricultural

West

none

None

Surrounding Future Land Use Map (FLUM) designations according to the Comprehensive Plan:

FLUM Designation

North

Multi Use Residential

South

none

East

Multi Use Residential

West

none

HISTORY:

This property is currently a split zoned AG Agriculture and C-3 Hwy Commercial lot. Staff finds that split zoned lots are a mistake in the original zoning and are usually a result of zoning areas based on linear foot distances from a major highway or Arterial roadway, disregarding existing lot lines. It is staff's opinion that when zoning properties, it a much better practice to set the delineations using specific existing lot lines and not linear foot distances only.

REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and record that the evidence presented meets the "Criteria for Approval" from the UDO, if applicable.

There was a mistake in the original zoning; or

The character of the surrounding area has changed to such an extent as to justify rezoning AND there is a public need for additional property to be zoned in accordance with the request.

The Planning Commission shall not recommend approval of a rezoning unless the applicant has proven by clear and convincing evidence that either of the required criteria items above have been met.

RECOMMENDATION:

The Planning Commission recommends approval of the rezoning based on clear and convincing evidence that there was a mistake in the original zoning.

The City Council may:

Approve to Rezone the subject area to AG Agricultural; or

Deny the Rezoning.

ATTACHMENTS:

1. Complete Packet 21-14-RZ
2. Excerpt GPC Meeting 4.1.21 (#21-14-RZ)

Excerpt from April 1, 2021 Planning Commission Meeting:

The Planning Department has received a request from Badgers Construction, LLC for a Rezoning of property generally described as Highway 57, PID #82420170.000 and #82420180.000 from a split zoning of C-3 Highway Commercial/AG Agricultural to C-3 Highway Commercial. The total acreage of the two parcels is approximately 18.16 acres. (GPC Case No. 21-14-RZ)

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

The Planning Department has received a request from Badgers Construction, LLC for a Rezoning of property generally described as Highway 57, PID #82420170.000 and #82420180.000 from a split zoning of C-3 Highway Commercial/AG Agricultural to C-3 Highway Commercial. The total acreage of the two parcels is approximately 18.16 acres. The application fee of \$300 was paid on March 8, 2021. All public notice requirements have been met.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change when the public welfare justifies such action. The GPC shall include in its recommendation to the City Council findings that the required rezoning criteria have been met.

DISCUSSION:

1. Location: Highway 57, PID #82420170.000 and #82420180.000. (See Exhibit A)
2. Existing Zoning: C-3 Highway Commercial/AG Agricultural. (See Exhibit B)

UDO 5.3.9 C-3, Highway Commercial District- Purpose and intent. The purpose of this district is to provide for areas where relatively high intensity commercial and retail uses, office buildings, medical facilities, automobile car lots and regional shopping areas may be located. C-3 Districts are to be located along major highways or major arterials. Due to the high intensity of some of the permitted uses and the variety of uses, most C-3 uses are not compatible with low-to medium-density residential uses, but may be adjacent to high-density residential uses if adequately buffered.

UDO 5.3.1 AG, Agricultural District- Purpose and intent. The AG District is intended to provide an area for low density residential development and small scale agricultural uses such as farms, and ponds for livestock or fowl. This zoning district is to encourage large lots, open space and single-family detached dwellings in an agricultural environment.

The provision of these zoning regulations shall not be exercised so as to require permits with reference to land used for agricultural purposes, or for the maintenance, repair or extension of farm buildings or farm structures.

3. Existing Land Use: Vacant. (See Exhibit C)

4. Future Land Use: Mixed Use Residential. (See Exhibit D)

DATA AND ANALYSIS:

Property requested for Rezoning: PID #82420170.000 and #82420180.000, Highway 57.

Location: Ward 1

Current Zoning of the Request Property: C-3 Highway Commercial/AG Agricultural

Current surrounding existing land use and zoning:

	Current Land Use	Zoning District
North	Residential	Split Zoned C-3 Highway Commercial/Agricultural
South	none	none
East	Residential	AG Agricultural
West	none	None

Surrounding Future Land Use Map (FLUM) designations according to the Comprehensive Plan:

	FLUM Designation
North	Multi Use Residential
South	none
East	Multi Use Residential
West	none

HISTORY:

This property is currently a split zoned AG Agriculture and C-3 Hwy Commercial lot. Staff finds that split zoned lots are a mistake in the original zoning and are usually a result of zoning areas based on linear foot distances from a major highway or Arterial roadway, disregarding existing lot lines. It is staff's opinion that when zoning properties, it a much better practice to set the delineations using specific existing lot lines and not linear foot distances only.

REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and record that the evidence presented meets the “Criteria for Approval” from the UDO, if applicable.

- A. There was a mistake in the original zoning; **or**
- B. The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

The Planning Commission shall not recommend approval of a rezoning unless the applicant has proven by clear and convincing evidence that either of the required criteria items above have been met.

STAFF RECOMMENDATION:

Staff recommends that Planning Commission recommend to approve the Rezoning based on a mistake in the original zoning.

RECOMMENDATION & CONCLUSION:

Based on the required Review Criteria established by Section 4.15 of the Unified Development Ordinance and the appropriateness of the request relevant to the criteria, the Commission may:

- 1. Recommend that City Council approve to Rezone the subject area to AG Agricultural; or
- 2. Recommend that City Council deny the Rezoning.

Chairman Wooten asked the applicant to tell the Commissioners what he was wanting to do.

David Pilger, representative for Badgers Construction, LLC, stated there was a mistake in the zoning of the two parcels because the parcels have two different zonings on the same parcel. Because the parcels front on Highway 57 he thinks C-3 Highway Commercial is the appropriate zoning.

Chairman Wooten asked Mr. Ankerson why the two parcels just north of the parcels in question weren't being looked at for rezoning also since the zoning was just like those parcels.

Mr. Ankerson advised that the reason he doesn't try to do a comprehensive rezoning of the area is because most of the land is for sale and he doesn't know what the intent of the buyer is. You can only rezone property once based on a mistake.

Ronda Powell whose mother, Marjorie Whisneant, owns the property just north of the property in question stated that her mother was trying to sell her property. Ms. Whisneant was concerned that something might be built on the property in question, before she sold her property, that was noisy and created a lot of traffic in and out which might make it harder for her to sell her property.

Mr. Ankerson stated that transitional buffers were required between Residential and Commercial zoning districts but that there were only minimal landscaping requirements for Commercial lots that abut Commercial lots.

ACTION TAKEN:

Chairman Wooten made a motion to recommend approval of the rezoning based on clear and convincing evidence that there was a mistake in the original zoning.

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

AYES:	David Wooten
	Joshua Ward
	Claude Stubbs
	William Davis
	Paul Gainer

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

April 1, 2021

GPC #21-14-RZ

Badgers Construction, LLC

Highway 57, PID #82420170.000 and #82420180.000

VII. NEW BUSINESS

1. Consider a request for a proposed **Amendment of the Official Zoning Map** of the City of Gautier, Mississippi by Badgers Construction, LLC. The request is to rezone a portion of Parcels #82420170.000 and #82420180.000, located on Highway 57 in Gautier, MS, to C-3 Highway Commercial. (GPC Case No. 21-14-RZ)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

Planning Commission Chairman to follow procedure below. All questions/comments to be directed to the Council and not to applicant, staff, or other attendees of the meeting.

1. Chairman announces the case.
2. Chairman makes statement, "This is a Public Hearing and all statements to be made need to be true and accurate for the record."
3. Staff gives brief overview of case.
4. Applicant presents their case.
5. Anyone to speak in support of the Request? Please state your name and address for the record.
6. Anyone to speak in opposition of the Request? Please state your name and address for the record.
7. Any final comments from the applicant?
8. Questions from Commission?
9. Chairman closes public hearing – "This closes the Public Hearing portion of this case" bang of gavel
10. Motion/Deliberation/Vote

**CITY OF GAUTIER
STAFF REPORT**

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: March 17, 2021

Subject: Consider a Property Owner Initiated Rezoning of Property from a split zoning of C-3 Highway Commercial/AG Agricultural to C-3 Highway Commercial located on Highway 57, PID #82420170.000 and #82420180.000.

REQUEST:

The Planning Department has received a request from Badgers Construction, LLC for a Rezoning of property generally described as Highway 57, PID #82420170.000 and #82420180.000 from a split zoning of C-3 Highway Commercial/AG Agricultural to C-3 Highway Commercial. The total acreage of the two parcels is approximately 18.16 acres. The application fee of \$300 was paid on March 8, 2021. All public notice requirements have been met.

BACKGROUND:

Section 4.15 of the City's Unified Development Ordinance (UDO) establishes the procedure to amend the City's Official Zoning Map. The Gautier Planning Commission (GPC) shall review a proposal for a rezoning and shall make an advisory recommendation to the City Council as to the need and justification for the change when the public welfare justifies such action. The GPC shall include in its recommendation to the City Council findings that the required rezoning criteria have been met.

DISCUSSION:

1. Location: Highway 57, PID #82420170.000 and #82420180.000. (See Exhibit A)
2. Existing Zoning: C-3 Highway Commercial/AG Agricultural. (See Exhibit B)

UDO 5.3.9 C-3, Highway Commercial District- Purpose and intent. The purpose of this district is to provide for areas where relatively high intensity commercial and retail uses, office buildings, medical facilities, automobile car lots and regional shopping areas may be located. C-3 Districts are to be located

along major highways or major arterials. Due to the high intensity of some of the permitted uses and the variety of uses, most C-3 uses are not compatible with low- to medium-density residential uses, but may be adjacent to high-density residential uses if adequately buffered.

UDO 5.3.1 AG, Agricultural District- Purpose and intent. The AG District is intended to provide an area for low density residential development and small scale agricultural uses such as farms, and ponds for livestock or fowl. This zoning district is to encourage large lots, open space and single-family detached dwellings in an agricultural environment.

The provision of these zoning regulations shall not be exercised so as to require permits with reference to land used for agricultural purposes, or for the maintenance, repair or extension of farm buildings or farm structures.

3. Existing Land Use: Vacant. (See Exhibit C)

4. Future Land Use: Mixed Use Residential. (See Exhibit D)

DATA AND ANALYSIS:

Property requested for Rezoning: PID #82420170.000 and #82420180.000, Highway 57.

Location: Ward 1

Current Zoning of the Request Property: C-3 Highway Commercial/AG Agricultural

Current surrounding existing land use and zoning:

	Current Land Use	Zoning District
North	Residential	Split Zoned C-3 Highway Commercial/Agricultural
South	none	none
East	Residential	AG Agricultural
West	none	None

Surrounding Future Land Use Map (FLUM) designations according to the Comprehensive Plan:

	FLUM Designation
North	Multi Use Residential
South	none
East	Multi Use Residential
West	none

HISTORY:

This property is currently a split zoned AG Agriculture and C-3 Hwy Commercial lot. Staff finds that split zoned lots are a mistake in the original zoning and are usually a result of zoning areas based on linear foot distances from a major highway or Arterial roadway, disregarding existing lot lines. It is staff's opinion that when zoning properties, it a much better practice to set the delineations using specific existing lot lines and not linear foot distances only.

REVIEW CRITERIA:

The Planning Commission, in its report and recommendation to the City Council on the appropriateness of the request, shall study and consider the following criteria and record that the evidence presented meets the "Criteria for Approval" from the UDO, if applicable.

- A. There was a mistake in the original zoning; **or**
- B. The character of the surrounding area has changed to such an extent as to justify rezoning **AND** there is a public need for additional property to be zoned in accordance with the request.

The Planning Commission shall not recommend approval of a rezoning unless the applicant has proven by clear and convincing evidence that either of the required criteria items above have been met.

STAFF RECOMMENDATION:

Staff recommends that Planning Commission recommend to approve the Rezoning based on a mistake in the original zoning.

CONCLUSION:

Based on the required Review Criteria established by Section 4.15 of the Unified Development Ordinance and the appropriateness of the request relevant to the criteria, the Commission may:

1. Recommend that City Council approve to Rezone the subject area to AG Agricultural; or
2. Recommend that City Council deny the Rezoning.

ATTACHMENTS:

1. Applicant's Exhibit 1 – Application
2. City's Exhibit A – Location Map

3. City's Exhibit B – Existing Zoning Map
4. City's Exhibit C – Existing Land Use Map
5. City's Exhibit D – Future Land Use Map

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

21-14-RZ

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Zoning Change	<u>X</u>	\$300.00
Major Development	<u> </u>	\$100.00
Variance	<u> </u>	\$175.00
Appeal to Staff Decision	<u> </u>	\$100.00

Name of Applicant : David Pilger
Name of Business: Badgers Construction, LLC Phone: 228-215-0011
Property Address: Hwy 57 Gautier Mailing Address (if Different): 1406 Bienville Blvd.
E-Mail Address: pilgerlaw@cableone.net Ocean Springs, MS 39564
Reason for request, location and intended use of Property: Error in zoning, All of parcels
82420170.000 and 82420180.000 should be zoned C3

ATTACHMENTS REQUIRED AS APPLICABLE:

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

Signature of Applicant: [Signature] Date of Application: 2/26/2021

FOR OFFICE USE ONLY

Date Received 3-8-21 Verify as Complete SA

Fee Amount Received 300.00 ¹⁴¹Initials of Employee Receiving Application BR

Barbara (Babs) Logan

From: David B. Pilger <davidpilger23@yahoo.com>
Sent: Wednesday, March 17, 2021 10:39 AM
To: blogan@gautier-ms.gov; Bridget Johnson
Subject: Mistake in Zoning explanation-Hwy 57 parcels

Dear City of Gautier,

My company owns 2 parcels located on Hwy 57 across from the Sun Plex in Gautier, MS and the front half of the parcels are zoned commercial C-3 and the back half agriculture. This is a mistake in zoning for multiple reasons. The first being that you can't have 2 separate uses for 1 piece of property as it creates a major hurdle in following the city zoning requirements. Furthermore, the back part of my property on 1 of the parcels does not have access to a public road so you would have an agriculture use coming through a commercial C-3 area. I also have a contract on one of the parcels currently and they plan on using the whole parcel for commercial office space and commercial storage and their design does not work with half the property being agriculture.

Thank you,

David Pilger, Managing Member
Badgers Construction, LLC

**1406 Bienville Blvd.
Ocean Springs, MS 39564
PH 228-215-0011
FAX 228-215-0023**

WARNING!: Wire fraud and email hacking/phishing attacks are on the increase! If you have a closing transaction with us and you receive an email containing Wire Transfer Instructions, please DO NOT RESPOND TO THE EMAIL yet! Instead, call our office using previously known contact information, (NOT information provided in the email), to verify the e-mail was from our office prior to sending funds. Thanks!

This message may also contain confidential or proprietary information intended only for the use of the addressee(s) named above or may contain information that is legally privileged. If you are not the intended addressee, or the person responsible for delivering it to the intended addressee, you are hereby notified that reading, disseminating, distributing or copying this message is strictly prohibited. If you have received this message by mistake, please immediately notify us by replying to the message and delete the original message and any copies immediately thereafter. Thank you.

82420170.000 BADGERS CONSTRUCTION LLC

PIDN: 82420170.000

GISP: 774.20-00-0047.00

Owner Information

Percent of Ownership: PERCENT_OF

Name: BADGERS CONSTRUCTION LLC

Name 2: C/O DAVID PILGER

Mailing Address: 1406 BIENVILLE BLVD STE 101

OCEAN SPRINGS MS

39564

Site Address: HWY 57 GAUTIER

Land Information

Section: 20

Acreage: 11.45

Township: 7S

Range: 7W

Street Name HWY 57

Value and Tax Information

Total Assessed Value: 28490

Total Appraised Value: 189930

Improvement Value: 0

Land Value: 189930

Tax Amount: 4355

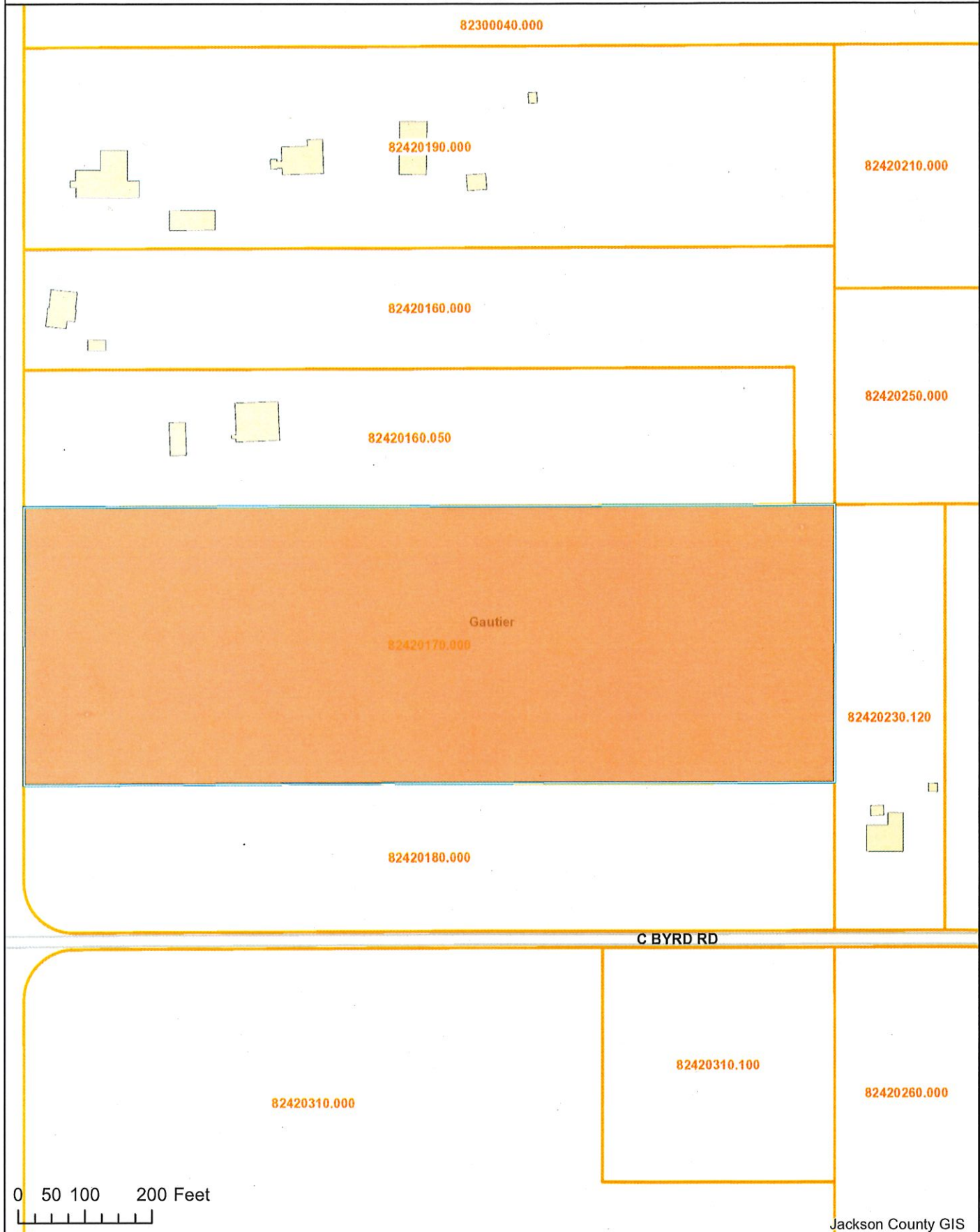
SQ FT: 0 Year Built: 0000

Legal Description

Description: S 396' OF N 1056' OF NW1/4
NW1/4 E OF HWY 57 LESS PT TO
HWY DB 1855-797 DB 1856-848
(47 MAP774.20)

Deed Book / Page: 1856 / 848

82420170.000 BADGERS CONSTRUCTION LLC



82420180.000 BADGERS CONSTRUCTION LLC

PIDN: 82420180.000

GISP: 774.20-00-0046.00

Owner Information

Percent of Ownership: PERCENT_OF

Name: BADGERS CONSTRUCTION LLC

Name 2:

Mailing Address: 1406 BIENVILLE BLVD STE 101

OCEAN SPRINGS MS

39564

Site Address: HWY 57 GAUTIER

Land Information

Section: 20

Acreage: 6.71

Township: 7S

Range: 7W

Street Name HWY 57

Value and Tax Information

Total Assessed Value: 23

Total Appraised Value: 150

Improvement Value: 0

Land Value: 150

Tax Amount: 4

SQ FT: 0 Year Built: 0000

Legal Description

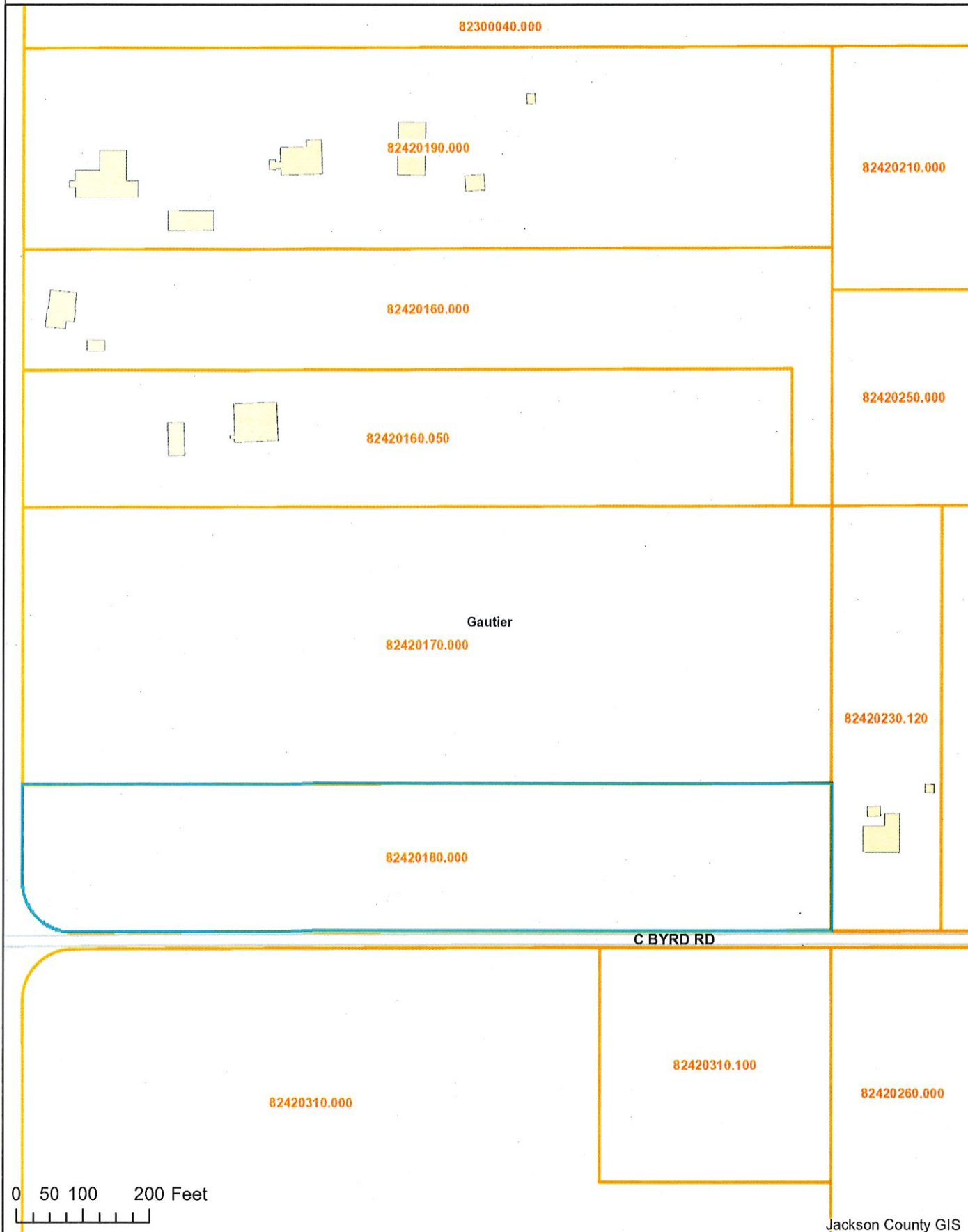
Description: S 231' OF N 1287' OF NW1/4

NW1/4 LESS PT TO HWY

DB 1859-675 (46 MAP774.20)

Deed Book / Page: 1859 / 675

82420180.000 BADGERS CONSTRUCTION LLC



Jackson County GIS

Exhibit A Location Map

Prepared by:
City of Gautier
Planning Department

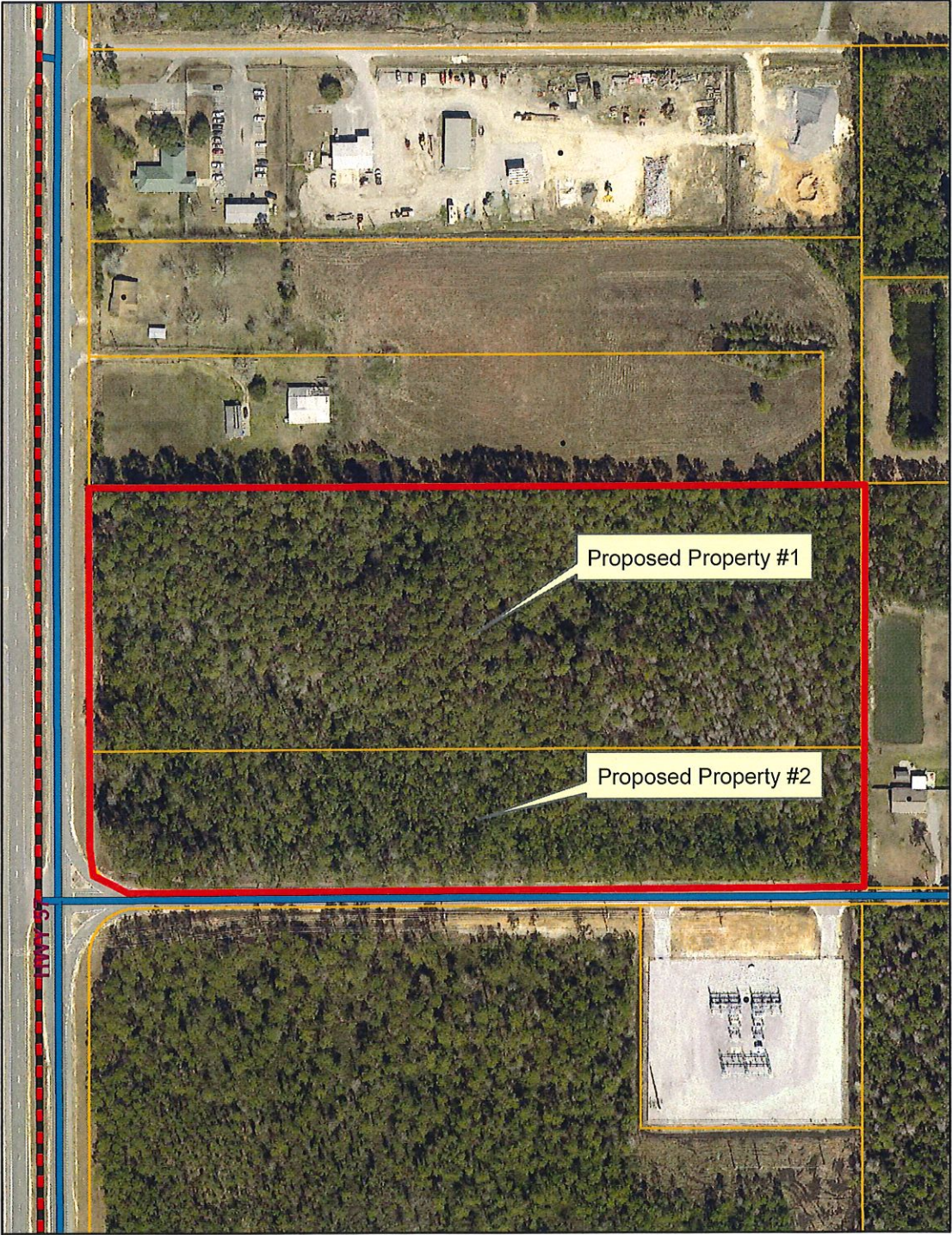


Exhibit B Existing Zoning

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

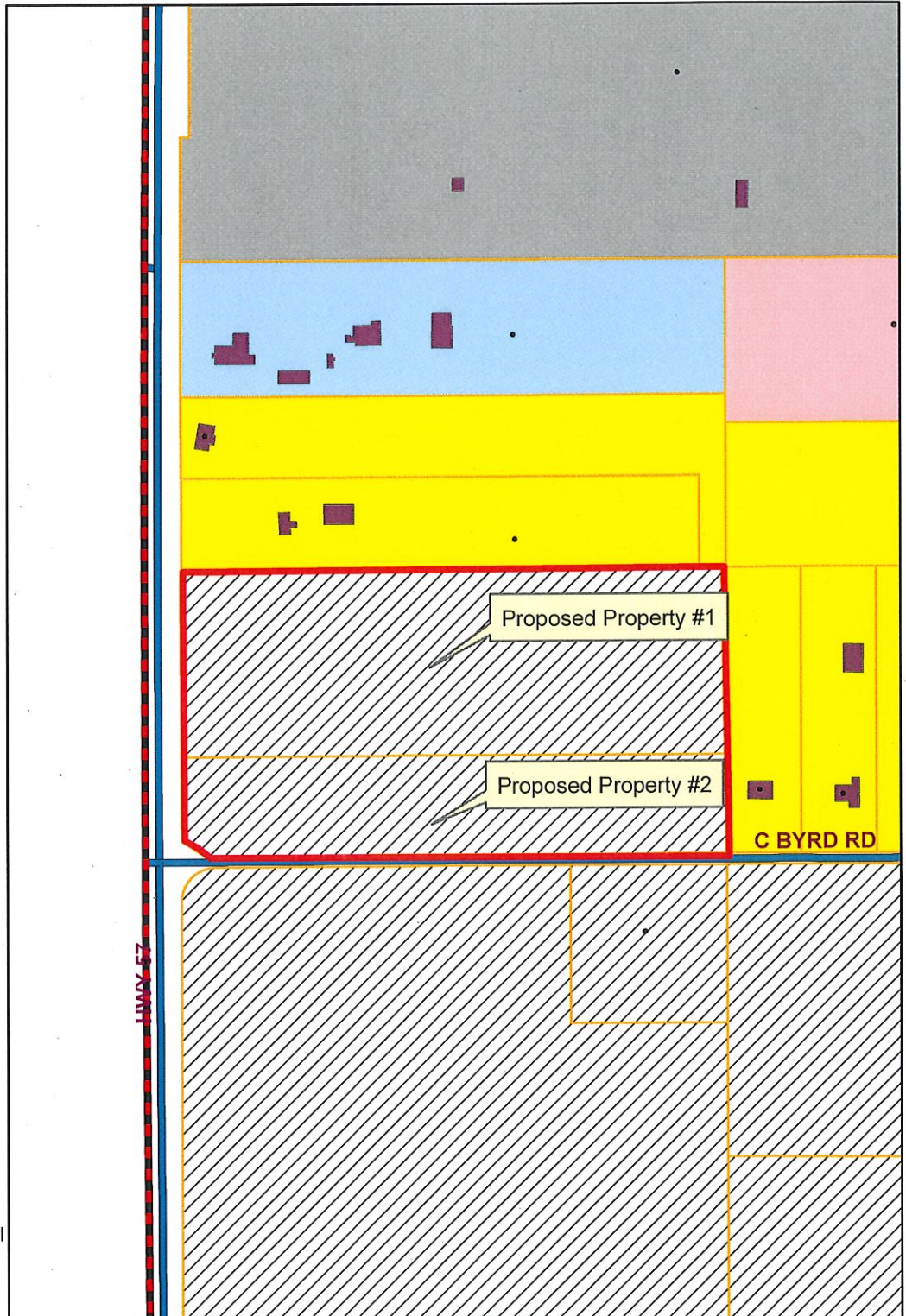


Exhibit D

Future Land-Use

Prepared By:

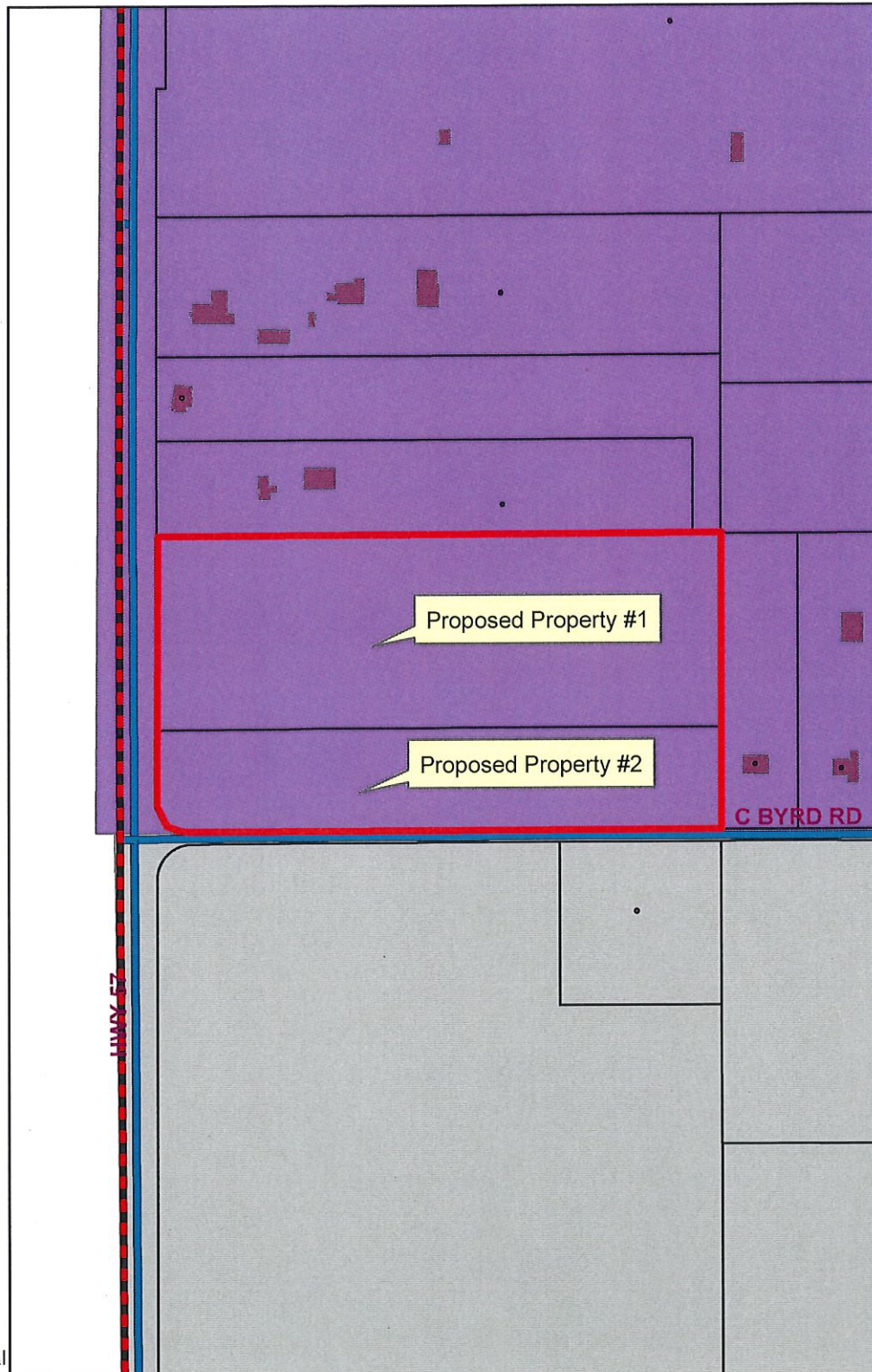
City of Gautier
Planning Department

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:

April 20, 2021

Title:

Authorization to enter into a design and construction assistance agreement with the Department of the Army for the Gautier Water Treatment Plant Expansion Project, and execution of required documents.

Introduced by:

Contact Person/Telephone

April Stennett 497-8000 ext. 315

Summary Explanation: Authorization to enter into a design and construction assistance agreement with the Department of the Army for the Gautier Water Treatment Plant Expansion Project, and to execute the required agreement, Certificate of Authority, and Certification Regarding Lobbying.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
								Anderson	☐
								Colledge	☐

Second Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
								Anderson	☐
								Colledge	☐

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

Action Taken

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

ORDER NUMBER 000-2021

WHEREAS, the City of Gautier is the owner of the public water supply system for Gautier, Mississippi and is responsible for operating and maintaining the public water system; and

WHEREAS, due to the water having a distinct brown tint at times, the City plans to add a nanofiltration unit as a treatment alternative to the Ion Exchange Plant; and

WHEREAS, the FY2020 allocation for projects under Section 219(c)(5) for Jackson County is \$6,500,000, of which \$2,500,000 is for the Gautier Water Supply Improvements Project; and

WHEREAS, the project will consist of the design and construction of a Nanofiltration Water Treatment Plant; and

WHEREAS, the total project cost is estimated to be \$3,820,000, with \$2,500,000 in Federal Funds that have been appropriated in FY2020 and are available; and

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to enter into a design and construction assistance agreement with the Department of the Army for the Gautier Water Treatment Plant Expansion Project, and to execute the required agreement, Certificate of Authority, and Certification Regarding Lobbying.

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 April 20, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 4/13/2021
Subject: Gautier Water Treatment Plant Expansion Project – Approval of a Design and Construction Assistance Agreement with the Department of the Army and Execution of Required Documents

REQUEST:

The Grants and Projects Department requests City Council authorization to enter into a design and construction assistance agreement with the Department of the Army for the Gautier Water Treatment Plant Expansion Project and to execute the required agreement, Certificate of Authority, and Certification Regarding Lobbying.

BACKGROUND:

The project is authorized by Section 219(c)(5) of the Water Resources Development Act (WRDA) of 1992, as amended by technical corrections in Public Law 106-109; Section 331 of WRDA 1999; Section 5158 of WRDA 2007, and Section 352(b)(6) of WRDA 2020 as follows: “JACKSON COUNTY, MISSISSIPPI. – Provision of an alternative water supply, projects for stormwater and drainage systems, and projects for the design, installation, enhancement, or repair of sewer systems for Jackson County, Mississippi.” The FY20 allocation for projects under Section 219(c)(5) for Jackson County is \$6,500,000, of which \$2,500,000 is for the Gautier Water Supply Improvements Project.

The City of Gautier is the owner of the public water supply system for Gautier, MS and is responsible for operating and maintaining the public water system. The City has an existing Ion Exchange Water Treatment Plant that is capable of treating 1 million gallons per day (MGD) of water and is located at the public works department on Vancleave Road. At times, during system regeneration (approximately 4 hours or more per day) of the Ion Exchange Plant, the treated water has a distinct brown tint. The City plans to add a nanofiltration unit as a treatment alternative to the Ion Exchange Plant. A Nanofiltration Water Treatment Pilot Project was performed at the City’s facility, and the results in color removal were deemed successful.

DISCUSSION:

The project will consist of the design and construction of a Nanofiltration Water Treatment Plant. The plant will be housed within a new building, on a new concrete pad adjacent to the existing Ion Exchange Plant. The City of Gautier will purchase the 4 treatment trains (skids) and will store them until ready for installation. USACE will install the skids, install the underground piping, construct the building enclosure and the concrete pad, construct the clean-in-place system, and install the sodium hypochlorite system (disinfection) and the electrical components necessary to run the Nanofiltration treatment trains.

The total project cost is estimated to be \$3,820,000. Of this amount, \$2,500,000 in Federal funds have been appropriated in FY2020 and are available for this project.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council enter into a design and construction assistance agreement with the Department of the Army for the Gautier Water Treatment Plant Expansion Project and approve execution of the required agreement, Certificate of Authority, and Certification Regarding Lobbying.

The City Council may:

- 1) Approve entering into a design and construction assistance agreement with the Department of the Army for the Gautier Water Treatment Plant Expansion Project and approve execution of the required agreement, Certificate of Authority, and Certification Regarding Lobbying, as presented; or
- 2) Not approve entering into a design and construction assistance agreement with the Department of the Army for the Gautier Water Treatment Plant Expansion Project and not approve execution of the required agreement, Certificate of Authority, and Certification Regarding Lobbying, as presented.

ATTACHMENTS:

1. Agreement
2. Certification Regarding Lobbying
3. Certificate of Authority

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF GAUTIER, MISSISSIPPI
FOR
DESIGN AND CONSTRUCTION ASSISTANCE
FOR THE
JACKSON COUNTY, MISSISSIPPI, GAUTIER WATER TREATMENT PLANT
EXPANSION PROJECT

THIS AGREEMENT is entered into this _____ day of _____, 2021, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for Mobile District (hereinafter the “District Commander”) and the City of Gautier, Mississippi (hereinafter the “Non-Federal Sponsor”), represented by its City Manager.

WITNESSETH, THAT:

WHEREAS, the provision of design and construction assistance for the non-Federal project for the Jackson County, Mississippi, Gautier Water Treatment Plant Expansion Project at Gautier, Mississippi was authorized by Section 219(c)(5) of the Water Resources Development Act of 1992, Public Law 102-580, as amended;

WHEREAS, the Government will provide design and construction assistance by undertaking increment(s) of work, as defined in Article I.A. of this Agreement;

WHEREAS, Section 219(b) of the Water Resources Development Act of 1992, Public Law 102-580, as amended, specifies applicable cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “increment of work” means design and construction of features, as generally described in a Letter Report, and approved by the Division Commander for the South Atlantic Division. The initial increment of work consists of the design and construction of a Nanofiltration Water Treatment Plant, as generally described in the Letter Report, approved by the Division Commander for the South Atlantic Division, on March 29, 2021. Each additional increment of work, if any, will be described in a separate Letter Report, which will specify the amount of Federal funds available for such work.

B. The term “construction costs” means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of an increment of work and cost shared. The term includes, but is not necessarily limited to: the Government’s costs of engineering, design, including preparation of Letter Reports and conducting environmental compliance activities, and construction; the Government’s supervision and administration costs; the Non-Federal Sponsor’s creditable costs for providing real property interests, relocations, and in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Coordination Team to discuss significant issues and actions; audits; betterments; or the Non-Federal Sponsor’s cost of negotiating this Agreement.

C. The term “real property interests” means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

D. The term “relocation” means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

E. The term “in-kind contributions” means those services or materials provided after the date of approval of the Letter Report for the increment of work by the Non-Federal Sponsor that are identified as being integral to an increment of work, and approved in writing, by the Division Commander for South Atlantic Division (hereinafter the “Division Commander”). To be integral, the material or service must be part of work that the Government would otherwise need to undertake for the increment of work. The in-kind contributions also include any investigations performed by the Non-Federal Sponsor to identify the existence and extent of any hazardous substances that may exist in, on, or under real property interests required for an increment of work.

F. The term “betterments” means a difference in design or construction of an increment of work that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that work.

G. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall design and construct each increment of work using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. In carrying out its obligations under this Agreement, the

Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations. The amount of Federal funds for each increment of work is limited to the amount identified in the Letter Report for that increment of work, with the Non-Federal Sponsor responsible for all costs in excess of that amount.

B. The Non-Federal Sponsor shall contribute for each increment of work at least 25 percent of construction costs, as follows:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of each increment of work.

2. In providing in-kind contributions, if any, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. The Non-Federal Sponsor shall begin operation and maintenance as functional portions of such work are completed. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

3. After considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs B.1. and B.2., above, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor to meet its minimum 25 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.

4. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.

5. If all Federal funds available for an increment of work will be exhausted prior to completion of such work, the Government shall notify the Non-Federal Sponsor of the full amount of funds required to complete the increment of work, and the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI within 60 days of such notification or shall complete such work as in-kind contributions in accordance with paragraph B.2. above.

C. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

D. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act (NHPA) of 1966, as amended. All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for each increment of work may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for each increment of work, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

E. When the District Commander determines that construction of an increment of work is complete, within 30 calendar days of such determination, the District Commander shall so notify the Non-Federal Sponsor in writing. The Non-Federal Sponsor is responsible for operation and maintenance of such increment of work, at no cost to the Government.

F. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the increment of work. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

G. In addition to the ongoing, regular discussions of the parties, the Government and the Non-Federal Sponsor may establish a Coordination Team to discuss significant issues or actions. Neither the Government's nor the Non-Federal Sponsor's costs for participation on the Coordination Team shall be included in construction costs for cost-sharing purposes.

H. The Non-Federal Sponsor may request in writing that the Government perform betterments on behalf of the Non-Federal Sponsor. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor must provide funds sufficient to cover the costs of the betterments in advance of the Government performing the work. No later than 60 calendar days of receiving written notice from the Government of the costs of betterments, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government by delivering a check payable to "FAO, USAED, Mobile (K5)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government.

ARTICLE III - REAL PROPERTY INTERESTS, RELOCATIONS, AND COMPLIANCE WITH PUBLIC LAW 91-646, AS AMENDED

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests needed for construction, operation, and maintenance of each increment of work. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of such work, and shall provide the Non-Federal Sponsor with a written notice to proceed with acquisition. The Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto in accordance with the Government's schedule for construction of such work. The Non-Federal Sponsor shall ensure that real property interests provided for such work are retained in public ownership.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations necessary for construction, operation, and maintenance of each increment of work and shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations and shall provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for such work.

C. As required by Sections 210 and 305 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended (42 U.S.C. 4630 and 4655), and Section 24.4 of the Uniform Regulations contained in 49 C.F.R. Part 24, the Non-Federal Sponsor assures that (1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under Sections 4622, 4623 and 4624 of Title 42 of the U.S. Code; (2) relocation assistance programs offering the services described in Section 4625 of Title 42 of the U.S. Code shall be provided to such displaced persons; (3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with Section 4625(c)(3) of Title 42 of the U.S. Code; (4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in Section 4651 and the provision of Section 4652 of Title 42 of the U.S. Code; and (5) property owners will be paid or reimbursed for necessary expenses as specified in Sections 4653 and 4654 of Title 42 of the U.S. Code.

ARTICLE IV - HAZARDOUS SUBSTANCES

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675), that may exist in, on, or under real property interests

required for construction, operation, and maintenance of each increment of work. However, for real property interests that the Government determines to be subject to the navigation servitude, only the Government shall perform such investigations unless the District Commander provides the Non-Federal Sponsor with prior specific written direction, in which case the Non-Federal Sponsor shall perform such investigations in accordance with such written direction.

B. In the event it is discovered that hazardous substances regulated under CERCLA exist in, on, or under any of the required real property interests, within 15 calendar days of such discovery, the Non-Federal Sponsor and the Government, in addition to providing any other notice required by applicable law, shall provide written notice to each other, and the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed.

C. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under CERCLA and determine whether to initiate construction, or if already initiated, whether to continue construction, suspend construction, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the costs of cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. Such costs shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to provide any funds necessary to pay for cleanup and response costs or to otherwise discharge the Non-Federal Sponsor's responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction, but may undertake any actions it determines necessary to avoid a release of such hazardous substances.

D. In the event of a discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as defined in CERCLA. Any decision made pursuant to this Article shall not relieve any third party from any liability that may arise under CERCLA.

E. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the operator of each increment of work for purposes of CERCLA liability. To the maximum extent practicable, the Non-Federal Sponsor shall operate and maintain each increment of work in a manner that will not cause liability to arise under CERCLA.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, RELOCATIONS, AND CREDIT FOR IN-KIND CONTRIBUTIONS

A. The Government shall include in construction costs, and credit towards the Non-Federal Sponsor's share of such costs, the value of real property interests and relocations, and the costs of in-kind contributions provided by the Non-Federal Sponsor and determined by the Government to be required for each increment of work, except that only the value of real property interests the Non-Federal Sponsor acquires from private owners and in-kind contributions the Non-Federal Sponsor provides after the date of approval of the Letter Report for the increment of work are eligible for credit. Any publicly owned real property interests or real property interests owned by the Non-Federal Sponsor on the date of approval of the Letter Report for the increment of work and required for that increment of work will be provided by the Non-Federal Sponsor at no cost to the Government and without credit or reimbursement.

B. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner, whichever occurs later, the Non-Federal Sponsor shall provide the Government with documents sufficient to determine the amount of credit to be provided for the real property interest in accordance with paragraphs C.1. of this Article. To the maximum extent practicable, no less frequently than on a quarterly basis, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for other creditable items in accordance with paragraph C. of this Article.

C. The Government and the Non-Federal Sponsor agree that the amount of costs eligible for credit that are allocated by the Government to construction costs shall be determined and credited in accordance with the following procedures, requirements, and conditions. Such costs shall be subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. Only the value of real property interests acquired from private owners after the date of approval of the Letter Report for an increment of work are eligible for credit. The Non-Federal Sponsor shall obtain, for each creditable real property interest, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor after the date of approval of the Letter Report for an increment of work shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60

calendar days after the Non-Federal Sponsor provides the Government with an authorization for entry for such interest or concludes the acquisition of the interest, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph C.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the owner is donating the real property interest to the Non-Federal Sponsor and releases the Non-Federal Sponsor in writing from its obligation to appraise the real property interest, and the Non-Federal Sponsor submits to the Government a copy of the owner's written release; or

(2) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$25,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. When the anticipated value of the real property interest exceeds \$10,000, the Non-Federal Sponsor must offer the owner the option of having the Non-Federal Sponsor appraise the real property interest.

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred in acquiring any real property interests from private owners required pursuant to Article III for an increment of work after the date of approval of the Letter Report for such work. Such incidental costs shall include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of a real property interest pursuant to Article III.

2. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the value of any relocations performed by the Non-Federal Sponsor that are directly related to construction, operation, and maintenance of an increment of work. Only relocations performed after approval of the Letter Report for an increment of work are eligible for credit.

a. For a relocation other than a highway, the value shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, the value shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Mississippi would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs include actual costs of performing the relocation; planning, engineering, and design costs; supervision and administration costs; and documented incidental costs associated with performance of the relocation, as determined by the Government. Relocation costs do not include any additional cost of using new material when suitable used material is available.

3. In-Kind Contributions. The Government shall include in construction costs for an increment of work and credit towards the Non-Federal Sponsor's share of such costs, the value of in-kind contributions that are integral to that work.

a. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide the in-kind contributions. Such costs shall include, but not necessarily be limited to, actual costs of constructing the in-kind contributions; engineering and design costs; supervision and administration costs; and documented incidental costs associated with providing the in-kind contributions. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; for any in-kind contributions performed prior to the date of approval of the Letter Report for an increment of work; for the value of in-kind contributions obtained at no cost to the Non-Federal Sponsor; or for costs that exceed the Government's estimate of the cost for such in-kind contributions if they had been provided by the Government.

c. Although design performed by the Non-Federal Sponsor prior to approval of the Letter Report for an increment of work is not creditable as in-kind contributions under this Agreement, the Non-Federal Sponsor, at no cost to the Government, may voluntarily provide such design to the Government. The Government, in its sole discretion, may accept, modify, or reject such design, or any portion thereof, for use in constructing that increment of work. Prior to commencement of review by the Government of such design, the Non-Federal Sponsor shall provide a written certification and warranty to the Government that such design is free from any legal encumbrances and use restrictions, including but not limited to, any intellectual property rights and outstanding licensing requirements.

4. Compliance with Federal Labor Laws. Any credit afforded under the terms of this Agreement is subject to satisfactory compliance with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld, in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

D. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit for the value of real property interests, relocations, and in-kind contributions that exceeds 25 percent of construction costs for each increment of work or real property interests that were previously provided as an item of local cooperation for a Federal project.

ARTICLE VI – PAYMENT OF FUNDS

A. As of the effective date of this Agreement, construction costs for the initial increment of work are projected to be \$3,820,000, with the amount of Federal funds available for such work limited to \$2,500,000. The Non-Federal Sponsor's share of construction costs for the initial increment of work is projected to be \$1,320,000, which includes creditable real property interests and relocations projected to be \$0, creditable in-kind contributions projected to be \$0, and the amount of funds required to meet its minimum 25 percent cost share projected to be \$1,320,000. The Letter Report for each additional increment of work will include information on the Federal funds available for the increment of work and the Non-Federal Sponsor's share of construction costs for such work. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. For each increment of work, the Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. The Non-Federal Sponsor shall provide the funds required to meet its share of construction costs by delivering a check payable to "FAO, USAED, Mobile (K5)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of construction costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such construction costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion of each increment of work, including resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should such final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of construction costs, including contract claims or any other liability that may become known after the final accounting.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate design or construction.

B. If hazardous substances regulated under CERCLA are found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

C. In the event of termination, the parties shall conclude their activities relating to design and construction and conduct a final accounting in accordance with Article VI.E. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to

pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

D. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, or operation and maintenance of any work under this Agreement, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the

Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

City Manager
The City of Gautier
3330 Highway 90
Gautier, Mississippi 39553

If to the Government:

District Commander
Mobile District
Post Office Box 2288
Mobile, Alabama 36628

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CITY OF GAUTIER, MISSISSIPPI

BY: _____
Sebastian P. Joly
Colonel, U.S. Army
District Commander

BY: _____
Paula Yancey
City Manager

DATE: _____

DATE: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Paula Yancey
City Manager, City of Gautier

DATE: _____

CERTIFICATE OF AUTHORITY

I, Josh Danos, do hereby certify that I am the principal legal officer for the City of Gautier, that the City of Gautier is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the City of Gautier in connection with the Jackson County, Mississippi Gautier Water Treatment Plant Expansion Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, and that the person who executed this Agreement on behalf of the City of Gautier acted within her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this
_____ day of _____, 2021.

Josh Danos
City Attorney
City of Gautier, Mississippi

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

Council Meeting:
Title:

April 20, 2021
Authorization to Award a Contract to Gulf Breeze
Construction for the Martin Bluff Roadway
Improvements Project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 ext. 315

Summary Explanation: Authorization to acknowledge receipt of five bids for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000) and award a contract to the low bidder, Gulf Breeze Construction.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
☐		☐		☐		☐		☐	☐

Second Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
☐		☐		☐		☐		☐	☐

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

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the City of Gautier requested bids for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000) to provide improved traffic operations and safety on Martin Bluff Road; and

WHEREAS, on April 6, 2021, bids were received and opened; and

WHEREAS, the low bidder was Gulf Breeze Construction in the amount not to exceed \$7,496,314.50; and

WHEREAS, the proper proposal documentation, including bid bond, is in order as required by the contract documents; and

WHEREAS, Michael Baker International reviewed the bids and recommends awarding the base bid, Additive Alternate No. 1 (asphalt overlay from Martin Bluff Elementary to Frontage Road) and Additive Alternate No. 2 (multi-use pathway and sidewalk) to Gulf Breeze Construction in an amount not to exceed \$7,496,314.50, contingent upon MDOT concurrence; and

WHEREAS, the Mayor and Members of Council find that it is in the best interests of the City to award and approve the contract with the lowest and best bidder, Gulf Breeze Construction, in an amount not to exceed \$7,496,314.50; and

WHEREAS, the Mayor and Council Members hereby find that Gulf Breeze Construction 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 the contract with Gulf Breeze Construction, for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000) 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 April 20, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 4/13/2021
Subject: Authorization to Award a Contract to Gulf Breeze Construction for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-811000)

REQUEST:

The Grants and Projects Department requests that City Council acknowledge receipt of five bids for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000) and award a contract to the low bidder, Gulf Breeze Construction, in an amount not to exceed \$7,496,314.50, contingent upon MDOT concurrence.

BACKGROUND:

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

DISCUSSION:

Five bids for this project were received and opened April 6, 2021. Michael Baker International performed a complete review of the bids and recommends awarding the base bid, Additive Alternate No. 1 (asphalt overlay from Martin Bluff Elementary to Frontage Road) and Additive Alternate No. 2 (multi-use pathway and sidewalk) to Gulf Breeze Construction in an amount not to exceed \$7,496,314.50, contingent upon MDOT concurrence.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council acknowledge receipt of five bids for the Martin Bluff Roadway Improvements Project (STP-9194-00(001)LPA/105069-801000) and award a contract to the low bidder, Gulf Breeze Construction, in an amount not to exceed \$7,496,314.50, contingent upon MDOT concurrence.

The City Council may:

- 1) Acknowledge the bids and award a contract to the low bidder, contingent upon MDOT concurrence, as presented; or
- 2) Not acknowledge the bids and not award a contract to the low bidder, as presented.

ATTACHMENTS:

April 16, 2021

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

Re: **Martin Bluff Road Widening and Improvements**
STP-9194-00(001)LPA / 105069-801000
Jackson County, MS

Ms. Stennett,

Bids for the referenced project were received on Tuesday, April 6th, 2021 and subsequently publicly opened and read aloud. A total of five bids were received and read as aloud:

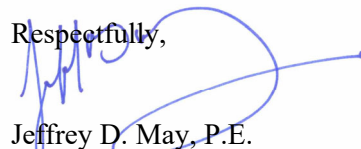
1.	Gulf Breeze, Inc.	-	\$7,496,314.50
2.	Moran Hauling, Inc.	-	\$7,644,783.96
3.	Lane Construction Company of MS Inc	-	\$7,896,214.68
4.	JLB Contractors, LLC	-	\$8,664,302.80
5.	DNA Underground, LLC	-	\$10,666,381.00

A complete review of the documents received from each of the bidders was performed and a detailed tabulation of the bids was prepared. Minor math errors were noted in four of the five bids; however these errors did not change the order of the bidders. It was also noted that Moran Hauling, Inc. did not sign their bid form. The City of Gautier reserves the right, for any reason, to waive technicalities and irregularities.

It should be noted the proposal included a base bid and two add option bid schedules. Based on Notice to Bidders 4303, the project shall be awarded based on the total bid (base plus all add options). After the project has been awarded to the lowest bidder and prior to the execution of the contract, the LPA Official will select which, if any, add options will be deleted from the contract. Therefore, based on our review, Michael Baker International recommends awarding the project to Gulf Breeze Construction, Inc. in the amount of \$7,496,314.50, contingent upon acceptance by the Mississippi Department of Transportation and the confirmation of the available funding for the project.

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

Respectfully,



Jeffrey D. May, P.E.
Project Manager

Enclosure: Bid Tabulation

Michael Baker INTERNATIONAL		Martin Bluff Road Widening and Improvements STP-9194-00(001)LPA/105069-801000			
Bid Opening Date: 04/06/2021					
PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	EXTENDED TOTAL
BASE BID GAUTIER-VANCLEAVE ROAD TO MARTIN BLUFF ELEMENTARY					
EARTHWORK AND ROADSIDE DEVELOPMENT					
201-A001	CLEARING AND GRUBBING	LS	1	\$2,103.00	\$2,103.00
202-B004	REMOVAL OF ASPHALT DRIVEWAYS, ALL DEPTHS	SY	2,625	\$2.30	\$6,037.50
202-B007	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	10,434	\$2.30	\$23,998.20
202-B052	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1,350	\$2.30	\$3,105.00
202-B080	REMOVAL OF SIDEWALK	SY	44	\$2.30	\$101.20
202-B092	REMOVAL OF CONCRETE CURB, ALL TYPES	LF	4,129	\$2.30	\$9,496.70
202-B126	REMOVAL OF FENCE, ALL TYPES	LF	285	\$2.30	\$655.50
202-B129	REMOVAL OF FLARED END SECTION, ALL SIZES	EA	2	\$246.00	\$492.00
202-B150	REMOVAL OF GUARD RAIL, INCLUDING POST, BLOCKOUTS, & HARDWARE	LF	60	\$2.30	\$138.00
202-B164	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SIZES	EA	20	\$246.00	\$4,920.00
202-B191	REMOVAL OF PIPE, 8" & ABOVE	LF	2,156	\$7.00	\$15,092.00
202-B215	REMOVAL OF SIGN INCLUDING POST & FOOTING	EA	35	\$88.00	\$3,080.00
202-B240	REMOVAL OF TRAFFIC STRIPE	LF	22,400	\$1.15	\$25,760.00
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	CY	5,910	\$5.10	\$30,141.00
203- EX012	BORROW EXCAVATION, AH, FME, CLASS B3	CY	3,237	\$11.20	\$36,254.40
203- EX014	BORROW EXCAVATION, AH, FME, CLASS B5	CY	100	\$12.40	\$1,240.00
203-G001	EXCESS EXCAVATION, FM, AH	CY	15,003	\$5.10	\$76,515.30
206-B001	SELECT MATERIAL FOR UNDERCUTS, CONTRACTOR FURNISHED, FM	CY	2,620	\$5.10	\$13,362.00
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	SY	40,863	\$1.90	\$77,639.70
211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	1,000	\$34.10	\$34,100.00
213-C001	SUPERPHOSPHATE	TON	6	\$1,265.00	\$7,590.00
216-B002	SOLID SODDING, CENTIPEDE	SY	6,823	\$5.20	\$35,479.60
217-A001	DITCH LINER	SY	14,152	\$2.25	\$31,842.00
219-A001	WATERING	KGAL	2,323	\$28.75	\$66,786.25
220-A001	INSECT PEST CONTROL	ACRE	20	\$115.00	\$2,300.00
221-A001	CONCRETE PAVED DITCH	CY	89	\$632.50	\$56,292.50
223-A001	MOWING	ACRE	19	\$57.50	\$1,092.50
225-A001	GRASSING	ACRE	19	\$1,265.00	\$24,035.00
225-B001	AGRICULTURAL LIMESTONE	TON	10	\$345.00	\$3,450.00
225-C001	MULCH, VEGETATIVE MULCH	TON	40	\$805.00	\$32,200.00
226-A001	TEMPORARY GRASSING	ACRE	40	\$977.50	\$39,100.00
234-A001	TEMPORARY SILT FENCE	LF	22,000	\$3.25	\$71,500.00
234-D001	INLET SILTATION GUARD	EA	32	\$431.25	\$13,800.00
234-E001	RESET INLET SILTATION GUARD	EA	32	\$28.75	\$920.00
237-A001	WATTLES, 12"	LF	800	\$4.60	\$3,680.00
237-A002	WATTLES, 20"	LF	2,000	\$5.20	\$10,400.00
246-A002	SANDBAGS	EA	700	\$1.00	\$700.00
246-B001	ROCKBAGS	EA	700	\$2.20	\$1,540.00
SUB BASE AND BASE ITEMS					
304-E003	GRANULAR MATERIAL, LVM, CRUSHED STONE	CY	606	\$70.00	\$42,420.00
304-G001	SIZE 3/4" AND DOWN CRUSHED STONE BASE, AEA	CY	8,350		
OR					
304-G002	SIZE 610 CRUSHED STONE BASE, AEA	CY	8,350	\$75.00	\$626,250.00
OR					
304-G003	SIZE 825B CRUSHED STONE BASE, AEA	CY	8,350		
ASPHALT ITEMS					
403-A002	12.5-MM, MT, ASPHALT PAVEMENT	TON	6,000	\$92.00	\$552,000.00
403-A005	19-MM, MT, ASPHALT PAVEMENT	TON	6,512	\$88.00	\$573,056.00
403-A0014	9.5-MM, MT, ASPHALT PAVEMENT	TON	3,535	\$95.00	\$335,825.00
406-A002	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	14,516	\$2.80	\$40,644.80
407-A001	ASPHALT FOR TACK COAT	GAL	4,436	\$4.50	\$19,962.00
503-C010	SAW CUT, FULL DEPTH	LF	22,400	\$2.30	\$51,520.00
DRAINAGE ITEMS					
601-B001	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CY	254	\$1,242.00	\$315,468.00
602-A001	REINFORCING STEEL	LBS	21,308	\$1.90	\$40,485.20
603-CA011	18" REINFORCED CONCRETE PIPE, CLASS III	LF	4,080	\$48.00	\$195,840.00
603-CA026	24" REINFORCED CONCRETE PIPE, CLASS III	LF	928	\$60.00	\$55,680.00
603-CA040	30" REINFORCED CONCRETE PIPE, CLASS III	LF	416	\$76.00	\$31,616.00
603-CA055	36" REINFORCED CONCRETE PIPE, CLASS III	LF	168	\$94.00	\$15,792.00
603-CB003	18" REINFORCED CONCRETE END SECTION	EA	16	\$554.00	\$8,864.00
603-CB004	24" REINFORCED CONCRETE END SECTION	EA	2	\$692.00	\$1,384.00
603-CE001	18" X 11" CONCRETE ARCH PIPE, CLASS A III	LF	64	\$52.00	\$3,328.00
603-CE002	22" X 13" CONCRETE ARCH PIPE, CLASS A III	LF	352	\$61.00	\$21,472.00
603-CE008	29" X 18" CONCRETE ARCH PIPE, CLASS A III	LF	208	\$76.00	\$15,808.00
603-CE013	36" X 23" CONCRETE ARCH PIPE, CLASS A III	LF	928	\$91.00	\$84,448.00
603-CE018	44" X 27" CONCRETE ARCH PIPE, CLASS A III	LF	1,144	\$121.00	\$138,424.00
603-CE023	51" X 31" CONCRETE ARCH PIPE, CLASS A III	LF	384	\$167.00	\$64,128.00
603-CE039	73" X 45" CONCRETE ARCH PIPE, CLASS A III	LF	88	\$343.00	\$30,184.00
603-CF003	29" X 18" CONCRETE ARCH PIPE END SECTION	EA	1	\$749.00	\$749.00
603-CF005	44" X 27" CONCRETE ARCH PIPE END SECTION	EA	3	\$1,285.00	\$3,855.00
603-CF006	51" X 31" CONCRETE ARCH PIPE END SECTION	EA	3	\$1,712.00	\$5,136.00
603-CF009	73" X 45" CONCRETE ARCH PIPE END SECTION	EA	5	\$3,715.00	\$18,575.00
604-A001	CASTINGS	LBS	9,125	\$2.70	\$24,637.50
604-B001	GRATINGS	LBS	8,026	\$4.00	\$32,104.00

Gulf Breeze Construction, Inc. 21525 Blackwell Farm Road Saucier, MS 39574	
UNIT PRICE	EXTENDED TOTAL
\$15,000.00	\$15,000.00
\$1.00	\$2,625.00
\$1.00	\$10,434.00
\$2.00	\$2,700.00
\$2.00	\$88.00
\$2.00	\$8,258.00
\$2.00	\$570.00
\$225.00	\$450.00
\$2.00	\$120.00
\$225.00	\$4,500.00
\$6.00	\$12,936.00
\$50.00	\$1,750.00
\$2.20	\$49,280.00
\$4.15	\$24,526.50
\$12.00	\$38,844.00
\$12.00	\$1,200.00
\$12.00	\$1,200.00
\$6.00	\$90,018.00
\$12.00	\$31,440.00
\$2.00	\$81,726.00
\$20.00	\$20,000.00
\$1,200.00	\$7,200.00
\$4.50	\$30,703.50
\$2.00	\$28,304.00
\$20.00	\$46,460.00
\$30.00	\$600.00
\$700.00	\$62,300.00
\$50.00	\$950.00
\$1,200.00	\$22,800.00
\$250.00	\$2,500.00
\$250.00	\$10,000.00
\$950.00	\$38,000.00
\$3.00	\$66,000.00
\$420.00	\$13,440.00
\$25.00	\$800.00
\$4.00	\$3,200.00
\$5.00	\$10,000.00
\$1.50	\$1,050.00
\$2.00	\$1,400.00
\$75.00	\$45,450.00
\$77.00	\$642,950.00
\$95.25	\$571,500.00
\$96.75	\$630,036.00
\$97.50	\$344,662.50
\$3.30	\$47,902.80
\$5.50	\$24,398.00
\$1.50	\$33,600.00
\$1,100.00	\$279,400.00
\$1.50	\$31,962.00
\$46.00	\$187,680.00
\$56.00	\$51,968.00
\$72.00	\$29,952.00
\$91.00	\$15,288.00
\$650.00	\$10,400.00
\$700.00	\$1,400.00
\$48.00	\$3,072.00
\$55.00	\$19,360.00
\$65.00	\$13,520.00
\$82.00	\$76,096.00
\$115.00	\$131,560.00
\$124.00	\$47,616.00
\$180.00	\$15,840.00
\$710.00	\$760.00
\$1,110.00	\$3,330.00
\$1,400.00	\$4,200.00
\$2,000.00	\$10,000.00
\$2.00	\$18,250.00
\$3.50	\$28,091.00

Moran Hauling Inc. 10380 Three Rivers Road Gulfport, MS 39503	
UNIT PRICE	EXTENDED TOTAL
\$25,000.00	\$25,000.00
\$3.50	\$9,187.50
\$3.50	\$36,519.00
\$3.50	\$4,725.00
\$3.50	\$154.00
\$2.50	\$10,322.50
\$2.50	\$712.50
\$250.00	\$500.00
\$20.00	\$1,200.00
\$250.00	\$5,000.00
\$5.50	\$11,858.00
\$100.00	\$3,500.00
\$1.20	\$26,880.00
\$6.50	\$38,415.00
\$15.50	\$50,173.50
\$15.50	\$1,550.00
\$6.50	\$97,519.50
\$15.50	\$40,610.00
\$2.50	\$102,157.50
\$26.00	\$26,000.00
\$900.00	\$5,400.00
\$6.00	\$40,938.00
\$2.50	\$35,380.00
\$20.00	\$46,460.00
\$30.00	\$600.00
\$820.00	\$72,980.00
\$50.00	\$950.00
\$1,800.00	\$34,200.00
\$180.00	\$1,800.00
\$240.00	\$9,600.00
\$1,435.00	\$57,400.00
\$3.00	\$66,000.00
\$600.00	\$19,200.00
\$240.00	\$7,680.00
\$5.50	\$4,400.00
\$5.50	\$11,000.00
\$7.15	\$5,005.00
\$8.50	\$5,950.00
\$78.00	\$47,268.00
\$60.00	\$501,000.00
\$100.00	\$600,000.00
\$95.50	\$621,896.00
\$101.00	\$357,035.00
\$3.50	\$50,806.00
\$5.75	\$25,507.00
\$2.75	\$61,600.00
\$1,550.00	\$393,700.00
\$1.80	\$38,354.40
\$48.00	\$195,840.00
\$58.00	\$53,824.00
\$70.25	\$29,224.00
\$86.25	\$14,490.00
\$700.00	\$11,200.00
\$760.00	\$1,520.00
\$50.00	\$3,200.00
\$55.50	\$19,536.00
\$67.25	\$13,988.00
\$75.50	\$70,064.00
\$104.00	\$118,976.00
\$124.00	\$47,616.00
\$203.00	\$17,864.00
\$760.00	\$760.00
\$1,310.00	\$3,930.00
\$1,467.00	\$4,401.00
\$2,170.00	\$10,850.00
\$3.00	\$27,375.00
\$4.00	\$32,104.00

Michael Baker INTERNATIONAL		Martin Bluff Road Widening and Improvements STP-9194-00(001)LPA/105069-801000			
Bid Opening Date: 04/06/2021					
PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	EXTENDED TOTAL
INCIDENTAL CONSTRUCTION ITEMS					
609-D012	COMBINATION CONCRETE CURB & GUTTER TYPE 3A MODIFIED	LF	17,687	\$20.00	\$353,740.00
613-D009	ADJUSTMENT OF UTILITY APPURTENANCE (SANITARY SEWER SERVICE- 4" AND 6")	EA	25	\$691.00	\$17,275.00
613-D009	ADJUSTMENT OF WATER METER (WATER SERVICE LINES AND METER)	EA	25	\$539.00	\$13,475.00
614-B001	CONCRETE DRIVEWAY, WITH REINFORCEMENT	SY	93	\$90.00	\$8,370.00
617-A001	RIGHT-OF-WAY MARKER	EA	52	\$230.00	\$11,960.00
618-A001	MAINTENANCE OF TRAFFIC	LS	1	\$105,200.00	\$105,200.00
619-A1003	TEMPORARY TRAFFIC STRIPE, CONTINUOUS YELLOW, PAINT	LF	61,800	\$0.15	\$9,270.00
619-A2003	TEMPORARY TRAFFIC STRIPE, CONTINUOUS YELLOW, PAINT	LF	51,800	\$0.15	\$7,770.00
619-A4003	TEMPORARY TRAFFIC STRIPE, SKIP YELLOW, PAINT	LF	6,560	\$0.15	\$984.00
619-A5001	TEMPORARY TRAFFIC STRIPE, DETAIL	LF	16,430	\$0.35	\$5,750.50
619-A6003	TEMPORARY TRAFFIC STRIPE, LEGAND, PAINT	LF	1,831	\$2.30	\$4,211.30
619-A6004	TEMPORARY TRAFFIC STRIPE, LEGAND, PAINT	SF	2,958	\$0.35	\$1,035.30
619-D1001	STANDARD ROADSIDE CONSTRUCTION SIGNS, LESS THAN 10 SQUARE FEET	SF	514	\$17.25	\$8,866.50
619-D2001	STANDARD ROADSIDE CONSTRUCTION SIGNS, 10 SQUARE FEET OR MORE	SF	517	\$17.25	\$8,918.25
907-619-E3001	CHANGEABLE MESSAGE SIGN	EA	2	\$11,500.00	\$23,000.00
619-F1001	CONCRETE MEDIAN BARRIER, PRECAST	LF	6,110	\$28.00	\$171,080.00
619-F2001	REMOVE AND RESET CONCRETE MEDIAN BARRIER, PRECAST	LF	2,956	\$28.00	\$82,768.00
619-G4001	BARRICADES, TYPE III, DOUBLE FACED	LF	1,134	\$40.25	\$45,643.50
619-G5001	FREE STANDING PLACTIC DRUMS	EA	566	\$69.00	\$39,054.00
619-G7001	WARNING LIGHTS, TYPE "B"	EA	7	\$173.00	\$1,211.00
619-J1001	IMPACT ATTENUATOR, 40 MPH	EA	19	\$11,500.00	\$218,500.00
620-A001	MOBILIZATION	LS	1	\$147,000.00	\$147,000.00
621-A001	FIELD LABORATORY	EA	1	\$86,245.00	\$86,245.00
626-B003	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS WHITE	LF	782	\$1.15	\$899.30
626-C003	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	LF	12,984	\$1.15	\$14,931.60
626-D004	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	LF	3,200	\$0.60	\$1,920.00
626-E003	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LF	4,905	\$1.15	\$5,640.75
626-F004	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS YELLOW	LF	4,376	\$1.15	\$5,032.40
626-G002	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	4,345	\$2.30	\$9,993.50
626-G003	THERMOPLASTIC DETAIL STRIPE, YELLOW	LF	5,144	\$2.30	\$11,831.20
626-H004	THERMOPLASTIC LEGEND, WHITE	SF	1,381	\$7.00	\$9,667.00
626-H005	THERMOPLASTIC LEGEND, WHITE	LF	777	\$2.30	\$1,787.10
627-K001	RED-CLEAR HIGH PERFORMANCE RAISED MARKERS	EA	133	\$7.00	\$931.00
627-L001	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	EA	459	\$7.00	\$3,213.00
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SF	166	\$40.25	\$6,681.50
630-A003	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS	SF	54	\$40.25	\$2,173.50
630-C003	STEEL U-SECTION POSTS, 3.0 LB/FT	LF	378	\$11.50	\$4,347.00
630-G003	TYPE 3 OBJECT MARKERS, OM-3L, POST MOUNTED	EA	2	\$202.00	\$404.00
630-G007	TYPE 3 OBJECT MARKERS, OM-3R, POST MOUNTED	EA	2	\$202.00	\$404.00
699-A001	ROADWAY CONSTRUCTION STAKES	LS	1	\$86,245.00	\$86,245.00
815-A007	LOOSE RIPRAP, SIZE 300	TON	50	\$100.00	\$5,000.00
815-E001	GEOTEXTILE UNDER RIPRAP	SY	100	\$2.00	\$200.00
L00051-907-262-A503	LOW PRESSURE PORTLAND CEMENT GROUT	CY	10	\$195.00	\$1,950.00
L00061-202-B501	REMOVAL OF HEADWALL	EA	2	\$246.00	\$492.00
TRAFFIC SIGNAL ITEMS					
907-632-A007	SOLID STATE TRAFFIC CABINET ASSEMBLY, TYPE III CABINET, TYPE 1 CONTROLLER	EA	1	\$18,945.00	\$18,945.00
907-632-J001	POWER SERVICE PEDESTAL	EA	1	\$3,421.00	\$3,421.00
907-634-A045	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE II (L), 30' SHAFT, 45' ARM	EA	2	\$15,466.00	\$30,932.00
907-634-A046	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE II (L), 30' SHAFT, 50' ARM	EA	1	\$15,581.00	\$15,581.00
907-634-A545	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE VI, 8' SHAFT	EA	1	\$2,260.00	\$2,260.00
907-634-C002	POLE FOUNDATIONS, CLASS "DS" CONCRETE	CY	15	\$978.00	\$14,670.00
907-634-D001	SLIP CASING, 24" DIAMETER	LF	5	\$35.00	\$175.00
907-634-D003	SLIP CASING, 36" DIAMETER	LF	45	\$35.00	\$1,575.00
635-A059	TRAFFIC SIGNAL EQUIPMENT HEAD, TYPE 1	EA	4	\$794.00	\$3,176.00
635-A065	TRAFFIC SIGNAL EQUIPMENT HEAD, TYPE 2 FYA	EA	1	\$1,329.00	\$1,329.00
635-A073	TRAFFIC SIGNAL EQUIPMENT HEAD, TYPE 4	EA	2	\$805.00	\$1,610.00
635-A074	TRAFFIC SIGNAL EQUIPMENT HEAD, TYPE 4R	EA	1	\$805.00	\$805.00
635-A076	TRAFFIC SIGNAL EQUIPMENT HEAD, TYPE 6	EA	2	\$685.00	\$1,370.00
907-636-B014	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG 14, 5 CONDUCTOR	LF	182	\$3.75	\$682.50
907-636-B016	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG 14, 8 CONDUCTOR	LF	547	\$3.00	\$1,641.00
907-636-B027	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG 8, 2 CONDUCTOR	LF	116	\$3.35	\$388.60
907-636-C009	ELECTRIC CABLE, AERIAL SUPPORTED, IMSA 20-1, AWG 14, 8 CONDUCTOR	LF	121	\$6.65	\$804.65
907-637-A001	PULLBOX ENCLOSURE, TYPE 1	EA	2	\$673.00	\$1,346.00
907-637-A002	PULLBOX ENCLOSURE, TYPE 2	EA	1	\$834.00	\$834.00
907-637-A003	PULLBOX ENCLOSURE, TYPE 3	EA	3	\$1,030.00	\$3,090.00
907-637-C028	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 2"	LF	692	\$8.05	\$5,570.60
907-637-C030	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 3"	LF	88	\$9.20	\$809.60
907-637-D003	TRAFFIC SIGNAL CONDUIT, UNDERGROUND DRILLED OR JACKED, ROLLED PIPE, 3"	LF	198	\$22.50	\$4,455.00
907-639-B001	TYPE 1 OPTICAL DETECTOR	EA	3	\$865.00	\$2,595.00
907-639-C001	TYPE 1 OPTICAL DETECTOR CABLE	LF	550	\$2.30	\$1,265.00
907-639-D001	MULTIMODE PHASE SELECTOR	EA	1	\$3,364.00	\$3,364.00
907-640-A001	VEHICLE LOOP ASSEMBLIES	LF	96	\$40.00	\$3,840.00
907-640-B002	SHIELDED CABLE, AWG #18, 4 CONDUCTOR	LF	862	\$1.45	\$1,249.90
907-640-C002	LOOP DETECTOR AMPLIFIER,, 4 CHANNEL	EA	1	\$443.00	\$443.00
907-643-A004	VIDEO VEHICLE DETECTION SENSOR, TYPE 1A	EA	2	\$3,318.00	\$6,636.00
907-643-B001	VIDEO VEHICLE DETECTION CABLE	LF	463	\$2.90	\$1,342.70
907-643-C001	VIDEO VEHICLE DETECTION POWER CABLE	LF	463	\$0.01	\$4.63
907-645-B001	ACCESSIBLE PEDESTRIAN DETECTION ASSEMBLY	EA	2	\$978.00	\$1,956.00
647-A001	REMOVAL OF EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	1	\$3,421.00	\$3,421.00
907-653-B001	STREET NAME SIGN	SF	30	\$83.00	\$2,490.00
SUBTOTAL ROADWAY ITEMS =					\$5,805,744.23

Gulf Breeze Construction, Inc. 21525 Blackwell Farm Road Saucier, MS 39574	
UNIT PRICE	EXTENDED TOTAL
\$20.50	\$362,583.50
\$400.00	\$10,000.00
\$400.00	\$10,000.00
\$86.00	\$7,998.00
\$200.00	\$10,400.00
\$100,000.00	\$100,000.00
\$0.18	\$11,124.00
\$0.18	\$9,324.00
\$0.12	\$787.20
\$1.00	\$16,430.00
\$1.70	\$3,112.70
\$1.00	\$2,958.00
\$25.00	\$12,850.00
\$20.00	\$10,340.00
\$10,000.00	\$20,000.00
\$27.50	\$168,025.00
\$27.50	\$81,290.00
\$38.00	\$43,092.00
\$65.00	\$36,790.00
\$200.00	\$1,400.00
\$7,000.00	\$133,000.00
\$400,000.00	\$400,000.00
\$50,000.00	\$50,000.00
\$0.70	\$547.40
\$0.70	\$9,088.80
\$0.70	\$2,240.00
\$0.70	\$3,433.50
\$0.70	\$3,063.20
\$1.70	\$7,386.50
\$1.70	\$8,744.80
\$6.75	\$9,321.75
\$3.50	\$2,719.50
\$6.25	\$831.25
\$6.25	\$2,868.75
\$25.00	\$4,150.00
\$35.00	\$1,890.00
\$10.00	\$3,780.00
\$200.00	\$400.00
\$200.00	\$400.00
\$75,000.00	\$75,000.00
\$80.00	\$4,000.00
\$2.00	\$200.00
\$250.00	\$2,500.00
\$500.00	\$1,000.00
\$20,700.00	\$20,700.00
\$3,960.00	\$3,960.00
\$13,250.00	\$26,500.00
\$16,450.00	\$16,450.00
\$1,150.00	\$1,150.00
\$860.00	\$12,900.00
\$22.00	\$110.00
\$44.00	\$1,980.00
\$865.00	\$3,460.00
\$1,265.00	\$1,265.00
\$900.00	\$1,800.00
\$900.00	\$900.00
\$780.00	\$1,560.00
\$2.25	\$409.50
\$2.00	\$1,094.00
\$4.00	\$464.00
\$2.00	\$242.00
\$665.00	\$1,330.00
\$830.00	\$830.00
\$935.00	\$2,805.00
\$6.00	\$4,152.00
\$10.00	\$880.00
\$20.00	\$3,960.00
\$585.00	\$1,755.00
\$1.65	\$907.50
\$3,395.00	\$3,395.00
\$12.00	\$1,152.00
\$2.20	\$1,896.40
\$495.00	\$495.00
\$10,750.00	\$21,500.00
\$2.20	\$1,018.60
\$2.20	\$1,018.60
\$725.00	\$1,450.00
\$1,650.00	\$1,650.00
\$85.00	\$2,550.00
SUBTOTAL ROADWAY ITEMS =	\$5,855,126.75

Moran Hauling Inc. 10380 Three Rivers Road Gulfport, MS 39503	
UNIT PRICE	EXTENDED TOTAL
\$20.25	\$358,161.75
\$915.00	\$22,875.00
\$956.00	\$23,900.00
\$85.50	\$7,951.50
\$220.00	\$11,440.00
\$120,000.00	\$220.00
\$120,000.00	\$120,000.00
\$0.12	\$7,416.00
\$0.12	\$11,124.00
\$0.12	\$6,216.00
\$0.12	\$787.20
\$0.36	\$5,914.80
\$2.40	\$4,394.40
\$0.36	\$1,064.88
\$18.00	\$9,252.00
\$18.00	\$9,306.00
\$12,000.00	\$24,000.00
\$28.50	\$174,135.00
\$28.50	\$84,246.00
\$41.75	\$47,344.50
\$70.00	\$39,620.00
\$178.75	\$1,251.25
\$11,000.00	\$209,000.00
\$230,000.00	\$230,000.00
\$25,000.00	\$25,000.00
\$1.20	\$938.40
\$1.20	\$15,580.80
\$0.60	\$1,920.00
\$1.20	\$5,886.00
\$1.20	\$5,251.20
\$2.40	\$10,428.00
\$2.40	\$12,345.60
\$7.15	\$9,874.15
\$2.40	\$1,864.80
\$7.15	\$950.95
\$7.15	\$3,281.85
\$41.75	\$6,930.50
\$41.75	\$2,254.50
\$12.00	\$4,536.00
\$208.75	\$417.50
\$208.75	\$417.50
\$75,000.00	\$75,000.00
\$150.00	\$7,500.00
\$2.50	\$250.00
\$250.00	\$2,500.00
\$500.00	\$1,000.00
\$19,900.00	\$19,900.00
\$3,550.00	\$3,550.00
\$13,320.00	\$3,550.00
\$16,400.00	\$13,320.00
\$2,350.00	\$26,640.00
\$1,150.00	\$16,400.00

Michael Baker INTERNATIONAL		Martin Bluff Road Widening and Improvements STP-9194-00(001)LPA/105069-801000				
Bid Opening Date: 04/06/2021						
PAY ITEM		DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE UNIT PRICE	EXTENDED TOTAL
NON-PARTICIPATING ITEMS - WATER AND SEWER RELOCATIONS						
202-B127	REMOVAL OF FIRE HYDRANT	EA	3		\$373.00	\$1,119.00
202-B132	REMOVAL OF GRAVITY SEWER LINE, ALL SIZES, ALL TYPES	LF	457		\$5.25	\$2,399.25
202-B256	REMOVAL OF WATER LINE, ALL SIZES, ALL TYPES	LF	14,310		\$5.25	\$75,127.50
907-260-A004	UTILITY WORK - SEWER, 18" SEWER MAIN, SDR-26	LF	577		\$60.50	\$34,908.50
907-260-A005	UTILITY WORK - WATER, 8" GATE VALVE AND VALVE BOX	EA	4		\$1,402.00	\$5,608.00
907-260-A005	UTILITY WORK - WATER, 6" GATE VALVE AND VALVE BOX	EA	7		\$1,045.00	\$7,315.00
907-260-A005	UTILITY WORK - WATER, 10" GATE VALVE AND VALVE BOX	EA	1		\$1,959.50	\$1,959.50
907-260-A005	UTILITY WORK - WATER, 12" GATE VALVE AND VALVE BOX	EA	8		\$2,425.00	\$19,400.00
907-260-A005	UTILITY WORK - WATER, 8" INSERTION VALVE	EA	3		\$9,975.50	\$29,926.50
907-260-A005	UTILITY WORK - WATER, 6" INSERTION VALVE	EA	1		\$8,038.50	\$8,038.50
907-260-A005	UTILITY WORK - WATER, FIRE HYDRANT ASSEMBLY	EA	5		\$3,616.00	\$18,080.00
907-260-A005	UTILITY WORK - WATER, WATER SERVICE CONNECTIONS	EA	6		\$675.00	\$4,050.00
907-260-A006	6" PVC WATER LINE	LF	84		\$22.50	\$1,890.00
907-260-A006	8" PVC PIPE, C-900	LF	110		\$25.50	\$2,805.00
907-260-A006	12" C-900 WATER MAIN	LF	6,702		\$32.50	\$217,815.00
907-260-A006	6" DUCTILE IRON WATER MAIN	LF	85		\$34.00	\$2,890.00
907-260-A006	8" DUCTILE IRON WATER MAIN	LF	150		\$45.00	\$6,750.00
603-A020	30" STEEL PIPE, WALL THICKNESS 0.500"	LF	20		\$283.00	\$5,660.00
604-C001	PRECAST MANHOLE, 48" DIAMETER	EA	1		\$2,939.00	\$2,939.00
L0052-907-262-A504	DUCTILE IRON FITTINGS	LB	41,403		\$4.50	\$186,313.50
SUBTOTAL NON-PARTICIPATING ITEMS =						\$634,994.25
TOTAL BASE BID =						\$6,440,738.48

ADDITIVE OPTION 1 - PAVING FROM MARTIN BLUFF ELEMENTARY TO I-10 FRONTAGE ROAD					
403-A002	12.5-MM, MT, ASPHALT PAVEMENT	TON	1,796	\$92.00	\$165,232.00
403-A014	9.5-MM, MT, ASPHALT PAVEMENT	TON	898	\$95.00	\$85,310.00
406-A002	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	10,428	\$2.80	\$29,198.40
407-A001	ASPHALT FOR TACK COAT	GAL	2,911	\$4.50	\$13,099.50
626-C003	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	LF	8,320	\$1.15	\$9,568.00
626-D004	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	LF	3,360	\$0.60	\$2,016.00
626-E003	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LF	4,603	\$1.15	\$5,293.45
626-G002	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	1,228	\$2.30	\$2,824.40
626-G003	THERMOPLASTIC DETAIL STRIPE, YELLOW	LF	137	\$2.30	\$315.10
626-H004	THERMOPLASTIC LEGEND, WHITE	SF	195	\$7.00	\$1,365.00
626-H005	THERMOPLASTIC LEGEND, WHITE	LF	234	\$2.30	\$538.20
627-K001	RED-CLEAR HIGH PERFORMANCE RAISED MARKERS	EA	35	\$7.00	\$245.00
627-L001	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	EA	116	\$7.00	\$812.00
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SF	29	\$40.25	\$1,167.25
630-A003	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS	SF	45	\$40.25	\$1,811.25
630-C003	STEEL U-SECTION POSTS, 3.0 LB/FT	LF	109	\$11.50	\$1,253.50
TOTAL ADDITIVE OPTION 1 =					\$320,049.05
ADDITIVE OPTION 2 - SIDEWALKS					
608-B001	CONCRETE SIDEWALK, WITH REINFORCEMENT	SY	10,603	\$44.00	\$466,532.00
907-608-C001	DETECTABLE WARNING PANELS	SF	322	\$34.50	\$11,109.00
TOTAL ADDITIVE OPTION 2 =					\$477,641.00

TOTAL BID + ADD OPTION 1 + ADD OPTION 2 = \$7,238,428.53

Denotes math error identified during tabulation.

Gulf Breeze Construction, Inc. 21525 Blackwell Farm Road Saucier, MS 39574	
UNIT PRICE	EXTENDED TOTAL
\$400.00	\$1,200.00
\$10.00	\$4,570.00
\$7.00	\$100,170.00
\$80.00	\$46,160.00
\$1,325.00	\$5,300.00
\$950.00	\$6,650.00
\$1,875.00	\$1,875.00
\$2,300.00	\$18,400.00
\$9,100.00	\$27,300.00
\$8,500.00	\$8,500.00
\$2,300.00	\$11,500.00
\$700.00	\$4,200.00
\$20.00	\$1,680.00
\$28.00	\$3,080.00
\$45.00	\$301,590.00
\$41.00	\$3,485.00
\$50.00	\$7,500.00
\$320.00	\$6,400.00
\$3,000.00	\$3,000.00
\$5.75	\$238,067.25
SUBTOTAL NON-PARTICIPATING ITEMS =	\$800,627.25
TOTAL BASE BID =	\$6,655,754.00

	\$100.00	\$179,600.00
	\$101.00	\$90,698.00
	\$3.30	\$34,412.40
	\$5.50	\$16,010.50
	\$0.70	\$5,824.00
	\$0.70	\$2,352.00
	\$0.70	\$3,222.10
	\$1.70	\$2,087.60
	\$1.70	\$232.90
	\$6.75	\$1,316.25
	\$3.50	\$819.00
	\$6.25	\$218.75
	\$6.25	\$725.00
	\$25.00	\$725.00
	\$35.00	\$1,575.00
	\$10.00	\$1,090.00
	TOTAL ADDITIVE OPTION 1 =	\$340,908.50

	\$46.00	\$487,738.00
	\$37.00	\$11,914.00
TOTAL ADDITIVE ALTERNATE 2 =		\$499,652.00

\$7,496,314.50

Percent Difference of Engineer's Estimate 3.56%

Moran Hauling Inc. 10380 Three Rivers Road Gulfport, MS 39503	
UNIT PRICE	EXTENDED TOTAL
\$250.00	\$750.00
\$5.50	\$2,513.50
\$5.50	\$78,705.00
\$63.00	\$36,351.00
\$1,400.00	\$5,600.00
\$1,050.00	\$7,350.00
\$1,910.00	\$1,910.00
\$2,300.00	\$18,400.00
\$9,680.00	\$29,040.00
\$9,100.00	\$9,100.00
\$2,575.00	\$12,875.00
\$1,850.00	\$11,100.00
\$31.00	\$2,604.00
\$36.50	\$4,015.00
\$36.50	\$244,623.00
\$65.00	\$5,525.00
\$68.00	\$10,200.00
\$325.00	\$6,500.00
\$2,050.00	\$2,050.00
\$5.50	\$227,716.50
SUBTOTAL NON-PARTICIPATING ITEMS =	\$716,928.00
TOTAL BASE BID =	\$6,760,159.46

	\$104.00	\$186,784.00
	\$105.00	\$94,290.00
	\$3.50	\$36,498.00
	\$5.75	\$16,738.25
	\$1.25	\$10,400.00
	\$0.60	\$2,016.00
	\$1.25	\$5,753.75
	\$2.50	\$3,070.00
	\$2.50	\$342.50
	\$7.15	\$1,394.25
	\$2.50	\$585.00
	\$7.25	\$253.75
	\$7.25	\$841.00
	\$41.75	\$1,210.75
	\$41.75	\$1,878.75
	\$12.00	\$1,308.00
TOTAL ADDITIVE OPTION 1 =		\$363,364.00

	\$48.00	\$508,944.00
	\$38.25	\$12,316.50
TOTAL ADDITIVE OPTION 2 =		\$521,260.50

\$7,644,783.96

Percent Difference of Engineer's Estimate 5.61%

Michael Baker INTERNATIONAL Martin Bluff Road Widening and Improvements STP-9194-00(001)LPA/105069-801000 Bid Opening Date: 04/06/2021			
PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY
BASE BID GAUTIER-VANCELEAVE ROAD TO MARTIN BLUFF ELEMENTARY			
EARTHWORK AND ROADSIDE DEVELOPMENT			
201-A001	CLEARING AND GRUBBING	LS	1
202-B004	REMOVAL OF ASPHALT DRIVEWAYS, ALL DEPTHS	SY	2,625
202-B007	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	10,434
202-B052	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1,350
202-B080	REMOVAL OF SIDEWALK	SY	44
202-B092	REMOVAL OF CONCRETE CURB, ALL TYPES	LF	4,129
202-B126	REMOVAL OF FENCE, ALL TYPES	LF	285
202-B129	REMOVAL OF FLARED END SECTION, ALL SIZES	EA	2
202-B150	REMOVAL OF GUARD RAIL, INCLUDING POST, BLOCKOUTS, & HARDWARE	LF	60
202-B164	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SIZES	EA	20
202-B191	REMOVAL OF PIPE, 8" & ABOVE	LF	2,156
202-B215	REMOVAL OF SIGN INCLUDING POST & FOOTING	EA	35
202-B240	REMOVAL OF TRAFFIC STRIPE	LF	22,400
203-A001	UNCLASSIFIED EXCAVATION, FM, AH	CY	5,910
203- EX012	BORROW EXCAVATION, AH, FME, CLASS B3	CY	3,237
203- EX014	BORROW EXCAVATION, AH, FME, CLASS B5	CY	100
203-G001	EXCESS EXCAVATION, FM, AH	CY	15,003
206-B001	SELECT MATERIAL FOR UNDERCUTS, CONTRACTOR FURNISHED, FM	CY	2,620
209-A005	GEOTEXTILE STABILIZATION, TYPE V, NON-WOVEN	SY	40,863
211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	1,000
213-C001	SUPERPHOSPHATE	TON	6
216-B002	SOLID SODDING, CENTIPEDE	SY	6,823
217-A001	DITCH LINER	SY	14,152
219-A001	WATERING	KGAL	2,323
220-A001	INSECT PEST CONTROL	ACRE	20
221-A001	CONCRETE PAVED DITCH	CY	89
223-A001	MOWING	ACRE	19
225-A001	GRASSING	ACRE	19
225-B001	AGRICULTURAL LIMESTONE	TON	10
225-C001	MULCH, VEGETATIVE MULCH	TON	40
226-A001	TEMPORARY GRASSING	ACRE	40
234-A001	TEMPORARY SILT FENCE	LF	22,000
234-D001	INLET SILTATION GUARD	EA	32
234-E001	RESET INLET SILTATION GUARD	EA	32
237-A001	WATTLES, 12"	LF	800
237-A002	WATTLES, 20"	LF	2,000
246-A002	SANDBAGS	EA	700
246-B001	ROCKBAGS	EA	700
SUB BASE AND BASE ITEMS			
304-E003	GRANULAR MATERIAL, LVM, CRUSHED STONE	CY	606
304-G001	SIZE 3/4" AND DOWN CRUSHED STONE BASE, AEA	CY	8,350
OR			
304-G002	SIZE 610 CRUSHED STONE BASE, AEA	CY	8,350
OR			
304-G003	SIZE 825B CRUSHED STONE BASE, AEA	CY	8,350
ASPHALT ITEMS			
403-A002	12.5-MM, MT, ASPHALT PAVEMENT	TON	6,000
403-A005	19-MM, MT, ASPHALT PAVEMENT	TON	6,512
403-A0014	9.5-MM, MT, ASPHALT PAVEMENT	TON	3,535
406-A002	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	14,516
407-A001	ASPHALT FOR TACK COAT	GAL	4,436
503-C010	SAW CUT, FULL DEPTH	LF	22,400
DRAINAGE ITEMS			
601-B001	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CY	254
602-A001	REINFORCING STEEL	LBS	21,308
603-CA011	18" REINFORCED CONCRETE PIPE, CLASS III	LF	4,080
603-CA026	24" REINFORCED CONCRETE PIPE, CLASS III	LF	928
603-CA040	30" REINFORCED CONCRETE PIPE, CLASS III	LF	416
603-CA055	36" REINFORCED CONCRETE PIPE, CLASS III	LF	168
603-CB003	18" REINFORCED CONCRETE END SECTION	EA	16
603-CB004	24" REINFORCED CONCRETE END SECTION	EA	2
603-CE001	18" X 11" CONCRETE ARCH PIPE, CLASS A III	LF	64
603-CE002	22" X 13" CONCRETE ARCH PIPE, CLASS A III	LF	352
603-CE008	29" X 18" CONCRETE ARCH PIPE, CLASS A III	LF	208
603-CE013	36" X 23" CONCRETE ARCH PIPE, CLASS A III	LF	928
603-CE018	44" X 27" CONCRETE ARCH PIPE, CLASS A III	LF	1,144
603-CE023	51" X 31" CONCRETE ARCH PIPE, CLASS A III	LF	384
603-CE039	73" X 45" CONCRETE ARCH PIPE, CLASS A III	LF	88
603-CF003	29" X 18" CONCRETE ARCH PIPE END SECTION	EA	1
603-CF005	44" X 27" CONCRETE ARCH PIPE END SECTION	EA	3
603-CF006	51" X 31" CONCRETE ARCH PIPE END SECTION	EA	3
603-CF009	73" X 45" CONCRETE ARCH PIPE END SECTION	EA	5
604-A001	CASTINGS	LBS	9,125
604-B001	GRATINGS	LBS	8,026

Lane Construction Company of MS, Inc. 3909 Highway 57 Ocean Springs, MS 39564	
UNIT PRICE	EXTENDED TOTAL
\$5,300.00	\$5,300.00
\$3.00	\$7,875.00
\$3.00	\$31,302.00
\$3.00	\$4,050.00
\$3.00	\$132.00
\$3.00	\$12,387.00
\$3.00	\$855.00
\$250.00	\$500.00
\$3.00	\$180.00
\$250.00	\$5,000.00
\$7.00	\$15,092.00
\$60.00	\$2,100.00
\$1.50	\$33,600.00
\$6.00	\$35,460.00
\$13.00	\$42,081.00
\$13.00	\$1,300.00
\$6.00	\$90,018.00
\$13.00	\$34,060.00
\$2.00	\$81,726.00
\$28.00	\$28,000.00
\$719.00	\$4,314.00
\$6.00	\$40,938.00
\$3.00	\$42,456.00
\$20.00	\$46,460.00
\$30.00	\$600.00
\$690.00	\$61,410.00
\$50.00	\$950.00
\$1,553.00	\$29,507.00
\$403.00	\$4,030.00
\$750.00	\$30,000.00
\$1,064.00	\$42,560.00
\$4.00	\$88,000.00
\$489.00	\$15,648.00
\$144.00	\$4,608.00
\$5.00	\$4,000.00
\$6.00	\$12,000.00
\$2.00	\$1,400.00
\$4.00	\$2,800.00
\$70.00	\$42,420.00
\$92.00	\$768,200.00
\$94.00	\$564,000.00
\$88.00	\$573,056.00
\$99.00	\$349,965.00
\$3.50	\$50,806.00
\$5.00	\$22,180.00
\$2.50	\$56,000.00
\$1,245.00	\$316,230.00
\$2.00	\$42,616.00
\$52.00	\$212,160.00
\$66.00	\$61,248.00
\$84.00	\$34,944.00
\$106.00	\$17,808.00
\$657.00	\$10,512.00
\$726.00	\$1,452.00
\$58.00	\$3,712.00
\$69.00	\$24,288.00
\$87.00	\$18,096.00
\$105.00	\$97,440.00
\$139.00	\$159,016.00
\$191.00	\$73,344.00
\$385.00	\$33,880.00
\$749.00	\$749.00
\$1,379.00	\$4,137.00
\$1,737.00	\$5,211.00
\$4,142.00	\$20,710.00
\$2.50	\$22,812.50
\$5.00	\$40,130.00

JLB Contractors, LLC 21294 Johnson Rd Long Beach, MS 39560	
UNIT PRICE	EXTENDED TOTAL
\$105,000.00	\$105,000.00
\$6.00	\$15,750.00
\$6.00	\$62,604.00
\$6.00	\$8,100.00
\$6.00	\$264.00
\$3.00	\$12,387.00
\$5.00	\$1,425.00
\$150.00	\$300.00
\$20.00	\$1,200.00
\$500.00	\$10,000.00
\$9.00	\$19,404.00
\$100.00	\$3,500.00
\$1.25	\$28,000.00
\$7.00	\$41,370.00
\$18.00	\$58,266.00
\$18.00	\$1,800.00
\$11.00	\$165,033.00
\$18.00	\$47,160.00
\$3.00	\$122,589.00
\$45.00	\$45,000.00
\$750.00	\$4,500.00
\$6.00	\$40,938.00
\$2.50	\$35,380.00
\$20.00	\$46,460.00
\$30.00	\$600.00
\$750.00	\$66,750.00
\$50.00	\$950.00
\$1,800.00	\$34,200.00
\$400.00	\$4,000.00
\$700.00	\$28,000.00
\$1,000.00	\$40,000.00
\$3.00	\$66,000.00
\$425.00	\$13,600.00
\$55.00	\$1,760.00
\$4.00	\$3,200.00
\$4.25	\$8,500.00
\$2.00	\$1,400.00
\$4.00	\$2,800.00
\$103.00	\$62,418.00
\$94.00	\$784,900.00
\$100.00	\$600,000.00
\$94.00	\$612,128.00
\$105.00	\$371,175.00
\$3.50	\$50,806.00
\$5.00	\$22,180.00
\$5.00	\$112,000.00
\$1,500.00	\$381,000.00
\$3.50	\$74,578.00
\$41.00	\$167,280.00
\$59.00	\$54,752.00
\$77.00	\$32,032.00
\$100.00	\$16,800.00
\$600.00	\$9,600.00
\$725.00	\$1,450.00
\$40.00	\$2,560.00
\$50.00	\$17,600.00
\$70.00	\$14,560.00
\$85.00	\$78,880.00
\$110.00	\$125,840.00
\$150.00	\$57,600.00
\$275.00	\$24,200.00
\$1,500.00	\$1,000.00
\$1,600.00	\$4,800.00
\$1,700.00	\$5,100.00
\$2,500.00	\$12,500.00
\$3.50	\$31,937.50
\$5.50	\$44,143.00

DNA Underground, LLC 16101 S Swan Road Gulfport, MS 39503	
UNIT PRICE	EXTENDED TOTAL
\$25,000.00	\$25,000.00
\$9.00	\$23,625.00
\$9.00	\$93,906.00
\$9.00	\$12,150.00
\$9.00	\$396.00
\$9.00	\$37,161.00
\$9.00	\$2,565.00
\$665.00	\$1,330.00
\$90.00	\$5,400.00
\$665.00	\$13,300.00
\$11.00	\$23,716.00
\$350.00	\$12,250.00
\$3.00	\$67,200.00
\$16.00	\$94,560.00
\$22.00	\$71,214.00
\$26.00	\$2,600.00
\$16.00	\$240,048.00
\$22.00	\$57,640.00
\$2.00	\$81,726.00
\$33.00	\$33,000.00
\$785.00	\$4,710.00
\$12.00	\$81,876.00
\$5.00	\$70,760.00
\$20.00	\$46,460.00
\$30.00	\$600.00
\$820.00	\$72,980.00
\$950.00	\$950.00
\$1,700.00	\$32,300.00
\$440.00	\$4,400.00
\$820.00	\$32,800.00
\$1,200.00	\$48,000.00
\$5.00	\$110,000.00
\$550.00	\$17,600.00
\$160.00	\$5,120.00
\$6.00	\$4,800.00
\$8.00	\$16,000.00
\$4.00	\$2,800.00
\$9.00	\$6,300.00
\$115.00	\$69,690.00
\$97.00	\$809,950.00
\$115.00	\$690,000.00
\$106.00	\$690,272.00
\$122.00	\$431,270.00
\$6.00	\$87,096.00
\$7.00	\$31,052.00
\$9.00	\$201,600.00
\$1,750.00	\$444,500.00
\$4.00	\$85,232.00
\$45.00	\$183,600.00
\$56.00	\$51,968.00
\$82.00	\$34,112.00
\$108.00	\$18,144.00
\$780.00	\$12,480.00
\$1,200.00	\$2,400.00
\$50.00	\$3,200.00
\$68.00	\$23,936.00
\$92.00	\$19,136.00
\$115.00	\$106,720.00
\$140.00	\$160,160.00
\$170.00	\$65,280.00
\$275.00	\$24,200.00
\$1,000.00	\$1,000.00
\$1,450.00	\$4,350.00
\$1,800.00	\$5,400.00
\$4,400.00	\$22,000.00
\$7.00	\$63,875.00
\$9.00	\$72,234.00

Michael Baker INTERNATIONAL Martin Bluff Road Widening and Improvements STP-9194-00(001)LPA/105069-801000 Bid Opening Date: 04/06/2021			
PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY
INCIDENTAL CONSTRUCTION ITEMS			
609-D012	COMBINATION CONCRETE CURB & GUTTER TYPE 3A MODIFIED	LF	17,687
613-D009	ADJUSTMENT OF UTILITY APPURTENANCE (SANITARY SEWER SERVICE- 4" AND 6")	EA	25
613-D009	ADJUSTMENT OF WATER METER (WATER SERVICE LINES AND METER)	EA	25
614-B001	CONCRETE DRIVEWAY, WITH REINFORCEMENT	SY	93
617-A001	RIGHT-OF-WAY MARKER	EA	52
618-A001	MAINTENANCE OF TRAFFIC	LS	1
619-A1003	TEMPORARY TRAFFIC STRIPE, CONTINUOUS YELLOW, PAINT	LF	61,800
619-A2003	TEMPORARY TRAFFIC STRIPE, CONTINUOUS YELLOW, PAINT	LF	51,800
619-A4003	TEMPORARY TRAFFIC STRIPE, SKIP YELLOW, PAINT	LF	6,560
619-A5001	TEMPORARY TRAFFIC STRIPE, DETAIL	LF	16,430
619-A6003	TEMPORARY TRAFFIC STRIPE, LEGAND, PAINT	LF	1,831
619-A6004	TEMPORARY TRAFFIC STRIPE, LEGAND, PAINT	SF	2,958
619-D1001	STANDARD ROADSIDE CONSTRUCTION SIGNS, LESS THAN 10 SQUARE FEET	SF	514
619-D2001	STANDARD ROADSIDE CONSTRUCTION SIGNS, 10 SQUARE FEET OR MORE	SF	517
907-619-E3001	CHANGEABLE MESSAGE SIGN	EA	2
619-F1001	CONCRETE MEDIAN BARRIER, PRECAST	LF	6,110
619-F2001	REMOVE AND RESET CONCRETE MEDIAN BARRIER, PRECAST	LF	2,956
619-G4001	BARRICADES, TYPE III, DOUBLE FACED	LF	1,134
619-G5001	FREE STANDING PLACTIC DRUMS	EA	566
619-G7001	WARNING LIGHTS, TYPE "B"	EA	7
619-J1001	IMPACT ATTENUATOR, 40 MPH	EA	19
620-A001	MOBILIZATION	LS	1
621-A001	FIELD LABORATORY	EA	1
626-B003	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS WHITE	LF	782
626-C003	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	LF	12,984
626-D004	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	LF	3,200
626-E003	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LF	4,905
626-F004	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS YELLOW	LF	4,376
626-G002	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	4,345
626-G003	THERMOPLASTIC DETAIL STRIPE, YELLOW	LF	5,144
626-H004	THERMOPLASTIC LEGEND, WHITE	SF	1,381
626-H005	THERMOPLASTIC LEGEND, WHITE	LF	777
627-K001	RED-CLEAR HIGH PERFORMANCE RAISED MARKERS	EA	133
627-L001	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	EA	459
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SF	166
630-A003	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS	SF	54
630-C003	STEEL U-SECTION POSTS, 3.0 LB/FT	LF	378
630-G003	TYPE 3 OBJECT MARKERS, OM-3L, POST MOUNTED	EA	2
630-G007	TYPE 3 OBJECT MARKERS, OM-3R, POST MOUNTED	EA	2
699-A001	ROADWAY CONSTRUCTION STAKES	LS	1
815-A007	LOOSE RIPRAP, SIZE 300	TON	50
815-E001	GEOTEXTILE UNDER RIPRAP	SY	100
L00051:907-262-A503	LOW PRESSURE PORTLAND CEMENT GROUT	CY	10
L00061:202-B501	REMOVAL OF HEADWALL	EA	2
TRAFFIC SIGNAL ITEMS			
907-632-A007	SOLID STATE TRAFFIC CABINET ASSEMBLY, TYPE III CABINET, TYPE 1 CONTROLLER	EA	1
907-632-J001	POWER SERVICE PEDESTAL	EA	1
907-634-A045	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE II (L), 30' SHAFT, 45' ARM	EA	2
907-634-A046	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE II (L), 30' SHAFT, 50' ARM	EA	1
907-634-A545	TRAFFIC SIGNAL EQUIPMENT POLE, TYPE VI, 8' SHAFT	EA	1
907-634-C002	POLE FOUNDATIONS, CLASS "DS" CONCRETE	CY	15
907-634-D001	SLIP CASING, 24" DIAMETER	LF	5
907-634-D003	SLIP CASING, 36" DIAMETER	LF	45
635-A059	TRAFFIC SIGNAL EQUIPMENT HEAD, TYPE 1	EA	4
635-A065	TRAFFIC SIGNAL EQUIPMENT HEAD, TYPE 2 FYA	EA	1
635-A073	TRAFFIC SIGNAL EQUIPMENT HEAD, TYPE 4	EA	2
635-A074	TRAFFIC SIGNAL EQUIPMENT HEAD, TYPE 4R	EA	1
635-A076	TRAFFIC SIGNAL EQUIPMENT HEAD, TYPE 6	EA	2
907-636-B014	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG 14, 5 CONDUCTOR	LF	182
907-636-B016	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG 14, 8 CONDUCTOR	LF	547
907-636-B027	ELECTRIC CABLE, UNDERGROUND IN CONDUIT, IMSA 20-1, AWG 8, 2 CONDUCTOR	LF	116
907-636-C009	ELECTRIC CABLE, AERIAL SUPPORTED, IMSA 20-1, AWG 14, 8 CONDUCTOR	LF	121
907-637-A001	PULLBOX ENCLOSURE, TYPE 1	EA	2
907-637-A002	PULLBOX ENCLOSURE, TYPE 2	EA	1
907-637-A003	PULLBOX ENCLOSURE, TYPE 3	EA	3
907-637-C028	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 2"	LF	692
907-637-C030	TRAFFIC SIGNAL CONDUIT, UNDERGROUND, TYPE 4, 3"	LF	88
907-637-D003	TRAFFIC SIGNAL CONDUIT, UNDERGROUND DRILLED OR JACKED, ROLLED PIPE, 3"	LF	198
907-639-B001	TYPE 1 OPTICAL DETECTOR	EA	3
907-639-C001	TYPE 1 OPTICAL DETECTOR CABLE	LF	550
907-639-D001	MULTIMODE PHASE SELECTOR	EA	1
907-640-A001	VEHICLE LOOP ASSEMBLIES	LF	96
907-640-B002	SHIELDED CABLE, AWG #18, 4 CONDUCTOR	LF	862
907-640-C002	LOOP DETECTOR AMPLIFIER,, 4 CHANNEL	EA	1
907-643-A004	VIDEO VEHICLE DETECTION SENSOR, TYPE 1A	EA	2
907-643-B001	VIDEO VEHICLE DETECTION CABLE	LF	463
907-643-C001	VIDEO VEHICLE DETECTION POWER CABLE	LF	463
907-645-B001	ACCESSIBLE PEDESTRIAN DETECTION ASSEMBLY	EA	2
647-A001	REMOVAL OF EXISTING TRAFFIC SIGNAL EQUIPMENT	LS	1
907-653-B001	STREET NAME SIGN	SF	30
SUBTOTAL ROADWAY ITEMS =			

Lane Construction Company of MS, Inc. 3909 Highway 57 Ocean Springs, MS 39564	
UNIT PRICE	EXTENDED TOTAL
\$20.50	\$362,583.50
\$882.00	\$22,050.00
\$530.00	\$13,250.00
\$87.00	\$8,091.00
\$230.00	\$11,960.00
\$98,000.00	\$98,000.00
\$0.15	\$9,270.00
\$0.15	\$7,770.00
\$0.15	\$984.00
\$0.50	\$8,215.00
\$2.50	\$4,577.50
\$0.50	\$1,479.00
\$13.00	\$6,682.00
\$20.00	\$10,340.00
\$23,000.00	\$46,000.00
\$43.00	\$262,730.00
\$16.00	\$47,296.00
\$34.00	\$38,556.00
\$73.00	\$41,318.00
\$58.00	\$406.00
\$11,500.00	\$218,500.00
\$141,000.00	\$141,000.00
\$58,000.00	\$58,000.00
\$1.50	\$1,173.00
\$1.50	\$19,476.00
\$1.00	\$3,200.00
\$1.50	\$7,357.50
\$1.50	\$6,564.00
\$2.50	\$10,862.50
\$2.50	\$12,860.00
\$7.00	\$9,667.00
\$2.50	\$1,942.50
\$7.00	\$931.00
\$7.00	\$3,213.00
\$40.50	\$6,723.00
\$40.50	\$2,187.00
\$11.50	\$4,347.00
\$202.00	\$404.00
\$202.00	\$404.00
\$86,300.00	\$86,300.00
\$100.00	\$5,000.00
\$2.00	\$200.00
\$195.00	\$1,950.00
\$246.00	\$492.00
\$19,152.00	\$19,152.00
\$3,421.00	\$3,421.00
\$12,850.00	\$25,700.00
\$15,783.00	\$15,783.00
\$2,260.00	\$2,260.00
\$978.00	\$14,670.00
\$0.01	\$0.05
\$34.50	\$1,552.50
\$863.00	\$3,452.00
\$1,432.00	\$1,432.00
\$897.00	\$1,794.00
\$897.00	\$897.00
\$690.00	\$1,380.00
\$4.00	\$728.00
\$3.00	\$1,641.00
\$4.00	\$464.00
\$7.00	\$847.00
\$673.00	\$1,346.00
\$834.00	\$834.00
\$1,030.00	\$3,090.00
\$9.00	\$6,228.00
\$10.00	\$880.00
\$22.50	\$4,455.00
\$685.00	\$2,055.00
\$2.50	\$1,375.00
\$3,364.00	\$3,364.00
\$40.00	\$3,840.00
\$1.50	\$1,293.00
\$455.00	\$455.00
\$10,666.00	\$21,332.00
\$3.00	\$1,389.00
\$0.01	\$4.63
\$978.00	\$1,956.00
\$3,421.00	\$3,421.00
\$86.00	\$2,580.00
SUBTOTAL ROADWAY ITEMS =	
	\$6,249,204.18

JLB Contractors, LLC 21294 Johnson Rd Long Beach, MS 39560	
UNIT PRICE	EXTENDED TOTAL
\$21.00	\$371,427.00
\$1,000.00	\$25,000.00
\$1,500.00	\$37,500.00
\$90.00	\$8,370.00
\$200.00	\$10,400.00
\$125,000.00	\$125,000.00
\$0.13	\$8,034.00
\$0.13	\$6,734.00
\$0.15	\$984.00
\$0.35	\$5,750.50
\$2.50	\$4,577.50
\$0.35	\$1,035.30
\$17.00	\$8,738.00
\$23.00	\$11,891.00
\$20,000.00	\$40,000.00
\$57.00	\$348,270.00
\$15.00	\$44,340.00
\$35.00	\$39,690.00
\$56.00	\$31,696.00
\$75.00	\$525.00
\$9,600.00	\$182,400.00
\$500,000.00	\$500,000.00
\$22,000.00	\$22,000.00
\$1.25	\$977.50
\$1.25	\$16,230.00
\$1.00	\$3,200.00
\$1.25	\$6,131.25
\$1.25	\$5,470.00
\$2.50	\$10,862.50
\$2.50	\$12,860.00
\$7.50	\$10,357.50
\$2.50	\$1,942.50
\$7.50	\$997.50
\$7.50	\$3,442.50
\$40.00	\$6,640.00
\$40.00	\$2,160.00
\$12.00	\$4,536.00
\$200.00	\$400.00
\$200.00	\$400.00
\$80,000.00	\$80,000.00
\$75.00	\$3,750.00
\$5.00	\$500.00
\$500.00	\$5,000.00
\$350.00	\$700.00
\$20,000.00	\$20,000.00
\$3,500.00	\$3,500.00
\$12,500.00	\$25,000.00
\$15,000.00	\$15,000.00
\$2,000.00	\$995.00
\$1,000.00	\$15,000.00
\$35.00	\$175.00
\$35.00	\$1,575.00
\$850.00	\$3,400.00
\$1,425.00	\$1,425.00
\$900.00	\$1,800.00
\$900.00	\$900.00
\$700.00	\$1,400.00
\$3.75	\$682.50
\$3.00	\$1,641.00
\$3.25	\$377.00
\$6.50	\$786.50
\$650.00	\$1,300.00
\$800.00	\$800.00
\$1,000.00	\$3,000.00
\$8.00	\$5,536.00
\$9.00	\$792.00
\$22.00	\$4,356.00
\$700.00	\$2,100.00
\$2.50	\$1,375.00
\$3,300.00	\$3,300.00
\$40.00	\$3,840.00
\$1.50	\$1,293.00
\$450.00	\$450.00
\$11,000.00	\$22,250.00
\$3.00	\$1,389.00
\$1.00	\$463.00
\$1,000.00	\$2,000.00
\$3,500.00	\$3,500.00
\$90.00	\$2,700.00
SUBTOTAL ROADWAY ITEMS =	
	\$7,088,285.05

DNA Underground, LLC 16101 S Swan Road Gulfport, MS 39503	
UNIT PRICE	EXTENDED TOTAL
\$27.00	\$477,549.00
\$2,000.00	\$50,000.00
\$1,300.00	\$32,500.00
\$114.00	\$10,602.00
\$150.00	\$7,800.00
\$110,000.00	\$110,000.00
\$2.00	\$123,600.00
\$2.00	\$103,600.00
\$2.00	\$13,120.00
\$2.00	\$32,860.00
\$4.00	\$7,324.00
\$2.00	\$5,916.00
\$20.00	\$10,280.00
\$20.00	\$10,340.00
\$12,500.00	\$25,000.00
\$61.00	\$372,710.00
\$26.00	\$76,856.00
\$45.00	\$51,030.00
\$77.00	\$43,582.00
\$190.00	\$1,330.00
\$9,375.00	\$178,125.00
\$620,000.00	\$620,000.00
\$45,000.00	\$45,000.00
\$3.00	\$2,346.00
\$3.00	\$38,952.00
\$2.00	\$6,400.00
\$3.00	\$14,715.00
\$3.00	\$13,128.00
\$4.00	\$17,380.00
\$4.00	\$20,576.00
\$9.00	\$12,429.00
\$4.00	\$3,108.00
\$9.00	\$1,197.00
\$9.00	\$4,131.00
\$45.00	\$7,470.00
\$45.00	\$2,430.00
\$14.00	\$5,292.00
\$220.00	\$440.00
\$220.00	\$440.00
\$44,000.00	\$44,000.00
\$120.00	\$6,000.00
\$7.00	\$700.00
\$600.00	\$6,000.00
\$1,330.00	\$2,660.00
\$20,000.00	\$20,000.00
\$8,200.00	\$8,200.00
\$18,100.00	\$36,200.00
\$21,500.00	\$21,500.00
\$995.00	\$995.00
\$500.00	\$7,500.00
\$80.00	\$400.00
\$285.00	\$12,825.00
\$395.00	\$1,580.00
\$1,300.00	\$1,300.00
\$875.00	\$1,750.00
\$1,300.00	\$1,300.00
\$780.00	\$1,560.00
\$5.00	\$910.00
\$3.00	\$1,641.00
\$3.00	\$348.00
\$5.00	\$605.00
\$755.00	\$1,510.00
\$1,000.00	\$1,000.00
\$950.00	\$2,850.00
\$5.00	\$3,460.00
\$6.00	\$528.00
\$28.00	\$5,544.00
\$665.00	\$1,995.00
\$4.00	\$2,200.00
\$3,790.00	\$3,790.00
\$33.00	\$3,168.00
\$2.00	\$1,724.00
\$565.00	\$565.00
\$12,250.00	\$24,500.00
\$3.00	\$1,389.00
\$6.00	\$2,778.00
\$950.00	\$1,900.00
\$2,500.00	\$2,500.00
\$35.00	\$1,050.00
SUBTOTAL ROADWAY ITEMS =	
	\$8,672,083.00

PAY ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY
NON-PARTICIPATING ITEMS - WATER AND SEWER RELOCATIONS			
202-B127	REMOVAL OF FIRE HYDRANT	EA	3
202-B132	REMOVAL OF GRAVITY SEWER LINE, ALL SIZES, ALL TYPES	LF	457
202-B256	REMOVAL OF WATER LINE, ALL SIZES, ALL TYPES	LF	14,310
907-260-A004	UTILITY WORK - SEWER, 18" SEWER MAIN, SDR-26	LF	577
907-260-A005	UTILITY WORK - WATER, 8" GATE VALVE AND VALVE BOX	EA	4
907-260-A005	UTILITY WORK - WATER, 6" GATE VALVE AND VALVE BOX	EA	7
907-260-A005	UTILITY WORK - WATER, 10" GATE VALVE AND VALVE BOX	EA	1
907-260-A005	UTILITY WORK - WATER, 12" GATE VALVE AND VALVE BOX	EA	8
907-260-A005	UTILITY WORK - WATER, 8" INSERTION VALVE	EA	3
907-260-A005	UTILITY WORK - WATER, 6" INSERTION VALVE	EA	1
907-260-A005	UTILITY WORK - WATER, FIRE HYDRANT ASSEMBLY	EA	5
907-260-A005	UTILITY WORK - WATER, WATER SERVICE CONNECTIONS	EA	6
907-260-A006	6" PVC WATER LINE	LF	84
907-260-A006	8" PVC PIPE, C-900	LF	110
907-260-A006	12" C-900 WATER MAIN	LF	6,702
907-260-A006	6" DUCTILE IRON WATER MAIN	LF	85
907-260-A006	8" DUCTILE IRON WATER MAIN	LF	150
603-A020	30" STEEL PIPE, WALL THICKNESS 0.500"	LF	20
604-C001	PRECAST MANHOLE, 48" DIAMETER	EA	1
L0052:907-262-A504	DUCTILE IRON FITTINGS	LB	41,403
SUBTOTAL NON-PARTICIPATING ITEMS =			

ADDITIVE OPTION 1 - PAVING FROM MARTIN BLUFF ELEMENTARY TO I-10 FRONTAGE ROAD			
403-A002	12.5-MM, MT, ASPHALT PAVEMENT	TON	1,796
403-A014	9.5-MM, MT, ASPHALT PAVEMENT	TON	898
406-A002	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	10,428
407-A001	ASPHALT FOR TACK COAT	GAL	2,911
626-C003	6" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	LF	8,320
626-D004	6" THERMOPLASTIC TRAFFIC STRIPE, SKIP YELLOW	LF	3,360
626-E003	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LF	4,603
626-G002	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	1,228
626-G003	THERMOPLASTIC DETAIL STRIPE, YELLOW	LF	137
626-H004	THERMOPLASTIC LEGEND, WHITE	SF	195
626-H005	THERMOPLASTIC LEGEND, WHITE	LF	234
627-K001	RED-CLEAR HIGH PERFORMANCE RAISED MARKERS	EA	35
627-L001	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	EA	116
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SF	29
630-A003	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS	SF	45
630-C003	STEEL U-SECTION POSTS, 3.0 LB/FT	LF	109
ADDITIVE OPTION 2 - SIDEWALKS			
608-B001	CONCRETE SIDEWALK, WITH REINFORCEMENT	SY	10,603
907-608-C001	DETECTABLE WARNING PANELS	SF	322

UNIT PRICE	EXTENDED TOTAL
\$246.00	\$738.00
\$7.00	\$3,199.00
\$7.00	\$100,170.00
\$73.00	\$42,121.00
\$1,296.00	\$5,184.00
\$951.00	\$6,657.00
\$1,864.00	\$1,864.00
\$2,216.00	\$17,728.00
\$11,181.00	\$33,543.00
\$8,882.00	\$8,882.00
\$3,871.00	\$19,355.00
\$771.00	\$4,626.00
\$21.00	\$1,764.00
\$31.00	\$3,410.00
\$45.00	\$301,590.00
\$41.00	\$3,485.00
\$57.00	\$8,550.00
\$216.00	\$4,320.00
\$2,152.00	\$2,152.00
\$5.50	\$227,716.50
SUBTOTAL NON-PARTICIPATING ITEMS =	\$797,054.50
TOTAL BASE BID =	\$7,046,258.68

\$98.00	\$176,008.00
\$104.00	\$93,392.00
\$3.50	\$36,498.00
\$5.50	\$16,010.50
\$1.50	\$12,480.00
\$1.00	\$3,360.00
\$0.50	\$2,301.50
\$2.50	\$3,070.00
\$2.50	\$342.50
\$7.00	\$1,365.00
\$2.50	\$585.00
\$4.00	\$140.00
\$4.00	\$464.00
\$41.00	\$1,189.00
\$41.00	\$1,845.00
\$11.50	\$1,253.50
TOTAL ADDITIVE OPTION 1 =	\$350,304.00

\$46.00	\$487,738.00
\$37.00	\$11,914.00
TOTAL ADDITIVE ALTERNATE 2 =	\$499,652.00

TOTAL BID + ADD OPTION 1 + ADD OPTION 2 = \$7,896,214.68

Percent Difference of Engineer's Estimate 9.09%

UNIT PRICE	EXTENDED TOTAL
\$350.00	\$1,050.00
\$8.00	\$3,656.00
\$5.00	\$71,550.00
\$100.00	\$57,700.00
\$1,700.00	\$6,800.00
\$1,200.00	\$8,400.00
\$2,300.00	\$2,300.00
\$2,600.00	\$20,800.00
\$8,000.00	\$24,000.00
\$8,500.00	\$8,500.00
\$2,900.00	\$14,500.00
\$800.00	\$4,800.00
\$16.00	\$1,344.00
\$25.00	\$2,750.00
\$38.00	\$254,676.00
\$35.00	\$2,975.00
\$45.00	\$6,750.00
\$365.00	\$7,300.00
\$4,600.00	\$4,600.00
\$5.50	\$227,716.50
SUBTOTAL NON-PARTICIPATING ITEMS =	\$732,167.50
TOTAL BASE BID =	\$7,820,452.55

\$100.00	\$179,600.00
\$105.00	\$94,290.00
\$3.50	\$36,498.00
\$5.00	\$14,555.00
\$1.25	\$10,400.00
\$0.60	\$2,016.00
\$1.25	\$5,753.75
\$2.50	\$3,070.00
\$2.50	\$342.50
\$7.50	\$1,462.50
\$2.50	\$585.00
\$7.50	\$262.50
\$7.50	\$870.00
\$35.00	\$1,015.00
\$45.00	\$2,025.00
\$10.00	\$1,090.00
TOTAL ADDITIVE OPTION 1 =	\$353,835.25

\$45.00	\$477,135.00
\$40.00	\$12,880.00
TOTAL ADDITIVE OPTION 2 =	\$490,015.00

\$8,664,302.80

Percent Difference of Engineer's Estimate 19.70%

UNIT PRICE	EXTENDED TOTAL
\$1,770.00	\$5,310.00
\$9.00	\$4,113.00
\$6.00	\$85,860.00
\$63.00	\$36,351.00
\$1,775.00	\$7,100.00
\$1,200.00	\$8,400.00
\$2,540.00	\$2,540.00
\$3,385.00	\$27,080.00
\$10,400.00	\$31,200.00
\$9,700.00	\$9,700.00
\$3,650.00	\$18,250.00
\$945.00	\$5,670.00
\$16.00	\$1,344.00
\$22.00	\$2,420.00
\$40.00	\$268,080.00
\$37.00	\$3,145.00
\$45.00	\$6,750.00
\$420.00	\$8,400.00
\$4,100.00	\$4,100.00
\$8.00	\$331,224.00
SUBTOTAL NON-PARTICIPATING ITEMS =	\$867,037.00
TOTAL BASE BID =	\$9,539,120.00

\$115.00	\$206,540.00
\$120.00	\$107,760.00
\$6.00	\$62,568.00
\$8.00	\$23,288.00
\$3.00	\$24,960.00
\$2.00	\$6,720.00
\$3.00	\$13,809.00
\$4.00	\$4,912.00
\$4.00	\$548.00
\$9.00	\$1,755.00
\$9.00	\$2,106.00
\$9.00	\$315.00
\$9.00	\$1,044.00
\$45.00	\$1,305.00
\$45.00	\$2,025.00
\$14.00	\$1,526.00
TOTAL ADDITIVE OPTION 1 =	\$461,181.00

\$62.00	\$657,386.00
\$27.00	\$8,694.00
TOTAL ADDITIVE ALTERNATE 2 =	\$666,080.00

\$10,666,381.00

Percent Difference of Engineer's Estimate 47.36%

Denotes math error identified during tabulation.

This is to certify that the tabulation of bids shown herein is accurate to the best of my knowledge and belief.

Jeffry D. May, P.E., PMP, Project Engineer

**CITY OF GAUTIER
Business Agenda Item #8
Fact Sheet**

Council Meeting:

April 20, 2021

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:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

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

Action Taken:

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

ORDER NUMBER 000-2021

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

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

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 20, 2021.

Docket of Claims
Release date from 04/20/2021 thru 04/20/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DIRECTV LLC	211605	04/20/2021	03/22/2021			175.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	WEST STN: 022727663 (MAY)	04132021	04/14/2021			175.00	
001	O'REILLY AUTO PARTS	211748	04/20/2021	03/31/2021			592.31	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	VEH REPR PARTS: U #17120	1978198861	03/02/2021			57.09	
	001-100-570	SPARK PLUG (8): U #15805	1978199059	03/04/2021			22.32	
	001-170-638	STARTER, CORE CHARGE	1978199918	03/11/2021			177.15	
	001-170-638	CDT RTN: CORE EXCHANGE	1978199918	03/11/2021			-32.00	
	001-100-570	5QT OIL, 1QT OIL (2):U #16808	1978200843	03/18/2021			47.97	
	001-170-559	WRENCH	1978200975	03/19/2021			15.99	
	001-161-638	SEAL BEAM	1978201224	03/20/2021			16.23	
	001-100-570	ENGINE MOUNT (2): U #64	1978201604	03/23/2021			99.30	
	001-100-570	PLUG (16), SENSOR, FILTER	1978201832	03/25/2021			188.26	
001	BELL AUTO PARTS INC	211750	04/20/2021	04/01/2021			154.47	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	BELT:EXMARK MOWER	DO58527	03/16/2021			99.95	
	001-170-639	SEAT SWITCH: EXMARK MOWER	DO58529	03/17/2021			21.80	
	001-170-639	FUEL PUMP/FILTER:EXMARK MOWER	43989	03/18/2021			32.72	
001	STEINER SAW & MOWER	211751	04/20/2021	04/01/2021			221.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	SPRINGS (2), STIHL STRING	810206	03/11/2021			71.00	
	001-170-639	WEEDEATER HEADS (6)	810222	03/18/2021			150.00	
001	SECURE NETWORKS LLC	211752	04/20/2021	04/05/2021			2,280.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	MAY 2021 NEWTWORK SERVICES	4481	03/14/2021			2,280.00	
001	SPARKLIGHT	211754	04/20/2021	04/05/2021			84.62	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	APR 2021: SR BLDG #120793682	03252021	04/01/2021			84.62	
001	DELTA SANITATION OF MS LLC	211755	04/20/2021	04/05/2021			35.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	FRAZIER PORT O LET	0001142857	03/31/2021			35.00	
001	FUELMAN	211758	04/20/2021	04/05/2021			2,695.85	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP59886142	04/05/2021			55.55	
	001-092-525	UNL FUEL	NP59886142	04/05/2021			31.97	
	001-100-525	DSL & UNL FUEL	NP59886142	04/05/2021			1,888.90	
	001-161-525	DSL & UNL FUEL	NP59886142	04/05/2021			566.50	
	001-170-525	UNL FUEL	NP59886142	04/05/2021			122.50	
	001-205-525	UNL FUEL	NP59886142	04/05/2021			30.43	

Docket of Claims
Release date from 04/20/2021 thru 04/20/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BORDIS & DANOS PLLC Account Number 001-100-699	Description APR 2021 RETAINER	211761 04/20/2021	04/05/2021 Invoice # 93	Date 04/01/2021	P.O.	10,000.00 Amount	 10,000.00
001	FOSTERS A/C & HEATING INC Account Number 001-092-635	Description ESA CLNG: PLANNING (2)	211762 04/20/2021	04/05/2021 Invoice # P1081653	Date 03/03/2021	P.O.	176.00 Amount	 176.00
001	FOSTERS A/C & HEATING INC Account Number 001-170-698	Description ESA CLNG: SR CENTER (2)	211763 04/20/2021	04/05/2021 Invoice # P1076199	Date 03/15/2021	P.O.	302.50 Amount	 302.50
001	TRANSUNION RISK-ALTERNATE DATA Account Number 001-100-699	SOLS INC Description MAR 2021 ACCT 6006920	211764 04/20/2021	04/05/2021 Invoice # 202103-1	Date 04/01/2021	P.O.	250.00 Amount	 250.00
001	COMM-TECH SOLUTIONS INC Account Number 001-090-639	Description REPROGRAM PHONES: PLANNING	211765 04/20/2021	04/05/2021 Invoice # 16779	Date 04/01/2021	P.O.	75.00 Amount	 75.00
001	MS DEPT OF FINANCE & ADMIN Account Number 001-000-300	Description MAR 2021 COURT ASSESSMENTS	211767 04/20/2021	04/05/2021 Invoice # 03312021	Date 04/01/2021	P.O.	39,982.50 Amount	 39,982.50
001	MS DEPT OF PUBLIC SAFETY Account Number 001-000-300	Description MAR 2021 SPECIAL ASSESSMENTS	211768 04/20/2021	04/05/2021 Invoice # 03312021	Date 04/01/2021	P.O.	2,420.00 Amount	 2,420.00
001	MS DEPT OF PUBLIC SAFETY Account Number 001-000-300	Description MAR 2021 INTERLOCK FEES	211769 04/20/2021	04/05/2021 Invoice # 03312021	Date 04/01/2021	P.O.	350.00 Amount	 350.00
001	LOWES HOME CENTERS INC Account Number 001-161-559 001-170-559 001-161-559 001-170-634 001-170-634 001-170-634 001-170-634 001-170-634 001-170-634 001-170-634 001-092-635 001-170-634 001-170-559 001-170-634 001-170-559 001-170-634 001-170-559	Description 5FT EXT POLE, SQUEEGEE LEATHER WORK GLOVE (2) POWER WET MOP REPR FRASIER BATHROOM FRAMING NAILS FLOOR TROWEL(2), CLOSET FLANGE REPR FRASIER BATHROOM REPR FRASIER BATHROOM 1LB GRIP CAP NAILS, PVC FLANGE SCH40 ADAPTER, PVC COUPLING TOILET WAX RING KIT (3) BRASS KEYS (3) REPR FRASIER BATHROOM INSECT REPELLENT (4) METAL SCREW NAILS, CARPET TRIM 2X6X8 LUMBER, WHITE PAINT: SIGNS	211770 04/20/2021	04/06/2021 Invoice # 916142 909805 902529 901070 901952 901457 901391 901524 901212 912052 902629 901512 902571 901458 901834 901874	Date 02/25/2021 03/02/2021 03/11/2021 03/11/2021 03/11/2021 03/12/2021 03/12/2021 03/12/2021 03/15/2021 03/16/2021 03/16/2021 03/16/2021 03/16/2021 03/16/2021 03/17/2021 03/17/2021	P.O.	1,039.48 Amount	 15.19 18.96 17.37 173.87 88.34 25.48 51.65 87.99 18.02 5.72 18.18 8.49 28.45 18.16 21.03 32.06

Docket of Claims
Release date from 04/20/2021 thru 04/20/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	211770	04/20/2021	04/06/2021			1,039.48	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	PANEL BOARD, DUCT TAPE:SIGNS		901874	03/23/2021			10.41
	001-170-559	30PC ROUTER BIT SET: SIGNS		901874	03/23/2021			94.05
	001-170-559	14A PLUNGE BASE ROUTER: SIGNS		901874	03/23/2021			132.99
	001-170-559	ASRT SCREWS (24): SIGNS		901754	03/23/2021			20.04
	001-170-634	REPR FRAZIER BATHROOM		902370	03/23/2021			37.62
	001-170-559	ANCHOR SHACKLE, SWIVEL LOCK		901632	03/23/2021			37.30
	001-170-559	ADHESIVE REMVR		901711	03/23/2021			10.44
	001-170-559	ADHESIVE REMVR		901754	03/23/2021			10.44
	001-170-559	25FT TAPE MEASURE (7)		901565	03/23/2021			33.11
	001-170-639	ZINC PLATED HOOK (4): MOWER		902484	03/24/2021			24.12
001	SPARKLIGHT	211775	04/20/2021	04/06/2021			147.06	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	APR 2021: #107571481		03252021	04/01/2021			147.06
001	CENTERPOINT ENERGY	211776	04/20/2021	04/06/2021			89.91	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	CENTRAL FIRE STN:2/24-3/25/21		11000885-1	04/01/2021			45.86
	001-161-630	SOUTH FIRE STN: 2/24-3/25/21		11000999-0	04/01/2021			44.05
001	BLOSSMAN GAS INC	211779	04/20/2021	04/08/2021			360.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-630	PROPANE GAS: NORTH STN		15520659	03/11/2021			360.43
001	AUTO TRUCK AND TRAILER PARTS INC	211781	04/20/2021	04/08/2021			1,460.83	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-570	WASHER FLUID (30): PD VEH		288025	03/02/2021			105.00
	001-100-570	L5/49C BATTERY: U #62		288051	03/02/2021			164.00
	001-170-639	IGNITION SWITCH		288010	03/03/2021			6.51
	001-170-559	RTV SILICONE		288076	03/03/2021			4.10
	001-161-638	BULB, CASTER (4): E5		288066	03/04/2021			42.88
	001-161-638	HOSE CLAMP (6), 3/8 HOSE (7)		288224	03/09/2021			9.10
	001-161-638	ANTIFREEZE (3): E5		288227	03/09/2021			47.61
	001-161-638	STROBE LIGHT		288068	03/10/2021			123.13
	001-161-638	STROBE LIGHT: CMD 33		288065	03/10/2021			123.13
	001-100-570	CONTROL ARM (2): U #64		288405	03/17/2021			121.82
	001-161-638	RK642193 SEAT BELT: E2		288470	03/22/2021			169.84
	001-161-638	K64219 SEAT BELT: E2		288474	03/23/2021			152.54
	001-100-570	FILTER (12),CLAMP (2): PD VEH		288574	03/24/2021			27.70
	001-170-639	5 GAL HYD OIL (2): TRACTOR		288552	03/25/2021			57.00
	001-100-570	FILTER (2),ROTELLA(3):U #14399		288644	03/30/2021			146.31
	001-100-570	HYPER LUBE (8): PD VEH		288646	03/30/2021			103.36
	001-100-570	PADS (2): PD VEH		288667	03/31/2021			56.80
001	TEC	211796	04/20/2021	04/08/2021			172.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY LONG DISTANCE		1018904	04/01/2021			172.92

Docket of Claims
Release date from 04/20/2021 thru 04/20/2021

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	MALLETTE BROTHERS CONSTRUCTION INC	211799	04/20/2021	04/12/2021			1,665.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	22.20 ASPHALT TN		22347	03/31/2021			1,665.00
001	SPARKLIGHT	211801	04/20/2021	04/12/2021			213.68	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	APR 2021 : #107718371		04082021	04/01/2021			213.68
001	SPARKLIGHT	211802	04/20/2021	04/12/2021			71.37	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	APR CABLE BOX: #118476316		04012021	04/08/2021			71.37
001	SPARKLIGHT	211803	04/20/2021	04/12/2021			91.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	APR 2021 SUBSTN: #107718827		04082021	04/01/2021			91.88
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	211804	04/20/2021	04/12/2021			229.86	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ACCUNET TI.5 DIGITAL SERV		3126577010	04/01/2021			229.86
001	AIRGAS USA LLC	211812	04/20/2021	04/13/2021			230.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9978588232	03/31/2021			230.44
001	MS MUNICIPAL COURT CLERK ASSOCIATION	211813	04/20/2021	04/13/2021			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-682	FY 2021 DUES: STEWARD, M		03192021	03/19/2021			100.00
001	MS FIRE ACADEMY	211816	04/20/2021	04/13/2021			120.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-681	CPAT EXAM: SHEPPARD		28755	04/09/2021			40.00
	001-161-681	CPAT EXAM: SMALL		28755	04/09/2021			40.00
	001-161-681	CPAT EXAM: TILLMAN		28755	04/09/2021			40.00
001	JACKSON COUNTY ADULT DETENTION CENTER	211819	04/20/2021	04/13/2021			2,765.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	MAR 2021 ADC CHGS		03312021	04/07/2021			2,765.00
001	SBM REPORTING LLC	211820	04/20/2021	04/13/2021			175.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-698	04/1/21 PLANNING MTG		MB1209	04/06/2021			175.00
001	FUELMAN	211821	04/20/2021	04/13/2021			2,615.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-525	UNL FUEL		NP59919240	04/12/2021			70.56
	001-100-525	UNL FUEL		NP59919240	04/12/2021			1,887.95
	001-161-525	UNL & DSL FUEL		NP59919240	04/12/2021			399.00
	001-170-525	UNL FUEL		NP59919240	04/12/2021			205.05
	001-205-525	DSL FUEL		NP59919240	04/12/2021			53.08

Docket of Claims
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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	C SPIRE WIRELESS	211824	04/20/2021	04/13/2021			916.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-021-605	CITY MGR CELL PHONE		0030759348	03/31/2021			47.15
	001-040-605	ADMIN CELL PHONES		0030759348	03/31/2021			128.49
	001-090-605	BLD-PLNG CELL PHONES		0030759348	03/31/2021			201.47
	001-090-698	IPAD SERVICE (3)		0030759348	03/31/2021			102.57
	001-094-605	GRANT-PROJ CELL PHONES		0030759348	03/31/2021			94.30
	001-161-605	FIRE DEPT CELL PHONES		0030759348	03/31/2021			141.45
	001-170-605	RECREATION CELL PHONES		0030759348	03/31/2021			150.03
	001-205-605	MAINT CELL PHONES		0030759348	03/31/2021			51.44
001	ACE DATA STORAGE INC	211826	04/20/2021	04/13/2021			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	MAR 2021 SHREDDING SERVICE		77247	04/01/2021			105.00
001	BROADCAST MUSIC INC	211827	04/20/2021	04/13/2021			368.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	ANNUAL FEE 2427468 4/21-3/22		39752712	02/04/2021			368.00
001	BOYS & GIRLS CLUBS OF JACKSON COUNTY INC	211828	04/20/2021	04/13/2021			2,499.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-642	JAN 2021 SUPPORT		01312021	04/07/2021			833.33
	001-170-642	FEB 2021 SUPPORT		02282021	04/07/2021			833.33
	001-170-642	MAR 2021 SUPPORT		03312021	04/07/2021			833.33
001	BXS INSURANCE	211829	04/20/2021	04/13/2021			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-625	PUBL OFFICIAL BOND: YANCEY,P		372500	04/09/2021			150.00
001	CREDIT CARD CENTER	211830	04/20/2021	04/13/2021			14.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	CPR CLASS: WOODS, A		03122021	03/12/2021			14.95
001	ELEKTRA TECH ENTERTAINMENT	211833	04/20/2021	04/13/2021			1,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-597	SERABEE CONCERT 03/13/21		182	04/09/2021			500.00
	001-170-597	JEFF BATES CONCERT 04/10/21		183	04/09/2021			500.00
001	SECURE NETWORKS LLC	211834	04/20/2021	04/13/2021			8,143.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	CLOUD STORAGE RENEW: PD		4499	04/05/2021			1,758.00
	001-100-699	BACKUP APPL MAINT: PD		4499	04/05/2021			1,406.00
	001-092-698	CLOUD STORAGE RENEW: C HALL		4500	04/05/2021			1,130.00
	001-092-698	BACK UP APPL MAINT: C HALL		4500	04/05/2021			904.00
	001-092-698	SONICWALL RENEWAL: C HALL		4501	04/05/2021			850.00
	001-100-699	SONICWALL RENEWAL: PD		4502	04/05/2021			2,095.00

Docket of Claims
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001	DANNY GLASKOX	211838	04/20/2021	04/13/2021			2,225.00	
	Account Number 001-030-699	Description		Invoice #	Date	P.O.	Amount	
		ELECTION SERVICES: PRIMARY		04062021	04/06/2021			2,225.00
001	DEBRA HODGES	211839	04/20/2021	04/13/2021			700.00	
	Account Number 001-030-699	Description		Invoice #	Date	P.O.	Amount	
		ELECTION SERVICES: PRIMARY		04062021	04/06/2021			700.00
001	MICHAEL M DICKINSON	211840	04/20/2021	04/13/2021			700.00	
	Account Number 001-030-699	Description		Invoice #	Date	P.O.	Amount	
		ELECTION SERVICES: PRIMARY		04062021	04/06/2021			700.00
001	JERRY R SIMS	211841	04/20/2021	04/13/2021			700.00	
	Account Number 001-030-699	Description		Invoice #	Date	P.O.	Amount	
		ELECTION SERVICES: PRIMARY		04062021	04/06/2021			700.00
001	DEBORAH PARKER	211842	04/20/2021	04/13/2021			700.00	
	Account Number 001-030-699	Description		Invoice #	Date	P.O.	Amount	
		ELECTION SERVICES: PRIMARY		04062021	04/06/2021			700.00
001	JACK COX	211843	04/20/2021	04/13/2021			25.00	
	Account Number 001-030-699	Description		Invoice #	Date	P.O.	Amount	
		RESOLUTION BOARD: PRIMARY		04062021	04/06/2021			25.00
001	AUTOZONE INC	211844	04/20/2021	04/13/2021			91.95	
	Account Number 001-170-638	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	SAFETY PINS (3): REC TRUCK		4907921072	03/18/2021			38.61
		FASTENER KITS (2)		4907924637	03/23/2021			53.34
001	CARRON HALL	211845	04/20/2021	04/13/2021			25.00	
	Account Number 001-030-699	Description		Invoice #	Date	P.O.	Amount	
		RESOLUTION BOARD: PRIMARY		04062021	04/06/2021			25.00
001	GLENDA HILL	211846	04/20/2021	04/13/2021			25.00	
	Account Number 001-030-699	Description		Invoice #	Date	P.O.	Amount	
		RESOLUTION BOARD: PRIMARY		04062021	04/06/2021			25.00
001	KAY C JAMISON	211847	04/20/2021	04/13/2021			125.00	
	Account Number 001-030-699	Description		Invoice #	Date	P.O.	Amount	
		POLL MANAGER: PRIMARY		04062021	04/06/2021			125.00
001	LISA MCCUSKER	211848	04/20/2021	04/13/2021			125.00	
	Account Number 001-030-699	Description		Invoice #	Date	P.O.	Amount	
		POLL MANAGER: PRIMARY		04062021	04/06/2021			125.00
001	TIFFANY ATKINS	211849	04/20/2021	04/13/2021			125.00	
	Account Number 001-030-699	Description		Invoice #	Date	P.O.	Amount	
		POLL MANAGER: PRIMARY		04062021	04/06/2021			125.00

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001	MARY C DYLE	211850	04/20/2021	04/13/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: PRIMARY		04062021	04/06/2021			125.00
001	MARSHELLE RUSH	211851	04/20/2021	04/13/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: PRIMARY		04062021	04/06/2021			125.00
001	PATRICIA WALTERS	211852	04/20/2021	04/13/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: PRIMARY		04062021	04/06/2021			125.00
001	SONYA FORD	211853	04/20/2021	04/13/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: PRIMARY		04062021	04/06/2021			125.00
001	LARRY FOWLER	211854	04/20/2021	04/13/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: PRIMARY		04062021	04/06/2021			125.00
001	YURICA HARTLEY	211855	04/20/2021	04/13/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: PRIMARY		04062021	04/06/2021			125.00
001	TERICKA MINGO	211856	04/20/2021	04/13/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: PRIMARY		04062021	04/06/2021			125.00
001	SARAH PATRICK	211857	04/20/2021	04/13/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: PRIMARY		04062021	04/06/2021			125.00
001	FREDRICK NICHOLSON	211858	04/20/2021	04/13/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	BAILIFF: PRIMARY		04062021	04/06/2021			125.00
001	MILTON RICKS JR	211859	04/20/2021	04/13/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	BAILIFF: PRIMARY		04062021	04/06/2021			125.00
001	TROY LYNN HARVEY	211860	04/20/2021	04/13/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: PRIMARY		04062021	04/06/2021			125.00
001	AGATHA MATTHEWS	211861	04/20/2021	04/13/2021			125.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-699	POLL MANAGER: PRIMARY		04062021	04/06/2021			125.00

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001	TEAM ONE COMMUNICATIONS INC Account Number 001-161-639	211862	04/20/2021	04/13/2021			285.00	
		Description		Invoice #	Date	P.O.	Amount	
		REPR FIRE RADIO CONSOLE		9080158471	04/13/2021			285.00
001	RED BUD SUPPLY INC Account Number 001-201-576	211867	04/20/2021	04/14/2021			86.72	
		Description		Invoice #	Date	P.O.	Amount	
		FREIGHT		172467	01/25/2021			86.72
001	CARDMEMBER SERVICES Account Number	211877	04/20/2021	04/14/2021			2,286.05	
		Description		Invoice #	Date	P.O.	Amount	
	001-170-597	CONCERT AD-FACEBOOK: MARCH		03042021	03/04/2021			50.00
	001-092-639	NEW ENTRY KEYPAD: CITY HALL		03042021	03/05/2021			94.04
	001-170-513	SHINY GOLD EASTER EGG (36)		03062021	03/08/2021			9.99
	001-170-513	VINTAGE EGG CARTONS (250)		03062021	03/08/2021			137.99
	001-170-597	CONCERT AD-FACEBOOK: MARCH		03072021	03/08/2021			50.00
	001-170-597	CONCERT AD-FACEBOOK: MARCH		03112021	03/11/2021			50.00
	001-170-577	RENTAL: PUSH LAWN ROLLER		03112021	03/12/2021			44.85
	001-100-699	RENEWAL: MS 365 BASIC (6)		03112021	03/12/2021			540.00
	001-022-559	CLEANING KIT: ID MAKER		03172021	03/18/2021			36.32
	001-170-559	BUNGEE CORD(100);3PK WALL FILE		03202021	03/22/2021			45.92
	001-170-513	MCDONALDS \$5G-CARD(15) EASTER		03222021	03/23/2021			75.00
	001-170-597	CONCERT AD-FACEBOOK: MARCH		03222021	03/23/2021			23.63
	001-161-681	FIRE-EMERG SERV INSTR MANUAL		03222021	03/23/2021			89.25
	001-170-503	3PK ML BASES W/ANCHORS (4)		03252021	03/26/2021			619.80
	001-170-535	SS SOLID TEES (7)		03302021	03/31/2021			63.00
	001-170-535	SS BUTTON UP CHAMBRAY (2)		03302021	03/31/2021			48.00
	001-170-535	EL LADDER TOP (2)		03302021	03/31/2021			34.00
	001-170-535	LS STRIPE CARDIGAN		03302021	03/31/2021			25.00
	001-170-535	SOLID HENLEY TOP		03302021	03/31/2021			24.00
	001-170-535	LS POINTELLE CARDIGAN		03302021	03/31/2021			18.00
	001-170-535	LS CARDIGAN TWINSET		03302021	03/31/2021			27.00
	001-170-597	CONCERT AD-FACEBOOK: APRIL		03312021	04/01/2021			49.42
	001-092-698	LATE CHARGE		04012021	04/01/2021			130.84
001	ALABAMA MEDIA GROUP Account Number 001-040-615	211879	04/20/2021	04/14/2021			141.00	
		Description		Invoice #	Date	P.O.	Amount	
		NOTICE: PRCS ABSENTEE BALLOTS		0009925211	03/31/2021	210582		141.00
001	REYNOLDS WHOLESALE CO Account Number	211880	04/20/2021	04/14/2021			1,788.59	
		Description		Invoice #	Date	P.O.	Amount	
	001-170-559	38X58 CAN LINERS 100CT/CS (3)		68772	03/29/2021	210580		98.85
	001-170-559	ANTIBACT HAND SOAP 4GAL/CS (2)		68772	03/29/2021	210580		103.60
	001-170-559	JUMBO JR 12ROLLS/CS (5)		68772	03/29/2021	210580		127.50
	001-170-559	8" BROWN TOWELS 12ROLLS/CS (3)		68772	03/29/2021	210580		71.85
	001-170-559	CS MF BROWN TOWELS (2)		68772	03/29/2021	210580		39.90
	001-170-559	TISSUE 96 ROLLS/CS		68772	03/29/2021	210580		40.50
	001-170-559	24X33 CAN LINERS 500CT/CS (2)		68772	03/29/2021	210580		45.90
	001-170-559	1GAL BLEACH 6CS		68772	03/29/2021	210580		15.95
	001-092-510	FOAMING SOAP CS		68771	03/29/2021	210581		58.75
	001-092-510	URINAL MATS 6/CS		68771	03/29/2021	210581		49.50

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001	REYNOLDS WHOLESALE CO	211880	04/20/2021	04/14/2021			1,788.59	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-510	TOILET MATS 6/CS		68771	03/29/2021	210581		59.50
	001-092-510	TIME MIST SPRAY 12 CANS/CS		68771	03/29/2021	210581		54.00
	001-092-510	LEMON PLEDGE 12 CANS/CS		68771	03/29/2021	210581		57.00
	001-092-510	1GAL BLEACH 6/CS		68771	03/29/2021	210581		15.95
	001-092-510	LYSOL SPRAY 12/CS (2)		68771	03/29/2021	210581		167.76
	001-092-510	NABC CLEANER 4/1GAL		68771	03/29/2021	210581		46.00
	001-092-510	PINE SOL 144OZ 3/CS		68771	03/29/2021	210581		32.85
	001-092-510	PAPER TOWELS 30 ROLLS/CS (6)		68771	03/29/2021	210581		155.40
	001-092-510	8" BROWN ROLL TOWELS (2)		68771	03/29/2021	210581		47.90
	001-092-510	CS MF BROWN TOWELS (6)		68771	03/29/2021	210581		119.70
	001-092-510	TISSUE 96 ROLLS/CS (5)		68771	03/29/2021	210581		202.50
	001-092-510	38X58 CAN LINERS 100CT/CS		68771	03/29/2021	210581		32.95
	001-092-510	30X36 CAN LINERS 200CT/CS		68771	03/29/2021	210581		19.95
	001-092-510	24X33 CAN LINERS 500CT/CS		68771	03/29/2021	210581		22.95
	001-092-510	1GAL ODO BAN (2)		68771	03/29/2021	210581		25.98
	001-092-510	WET FLOOR SIGN		68771	03/29/2021	210581		11.95
	001-170-513	BRN HANDLE BAG (250):EARTH DAY		68850	04/07/2021	210624		63.95
001	BSN SPORTS	211881	04/20/2021	04/14/2021			1,013.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-503	MAJ LEAGUE BASES W/ANCHORS (4)		912113358	03/25/2021	210568		705.16
	001-170-503	WS IN GROUND HOME PLATE (4)		912113358	03/25/2021	210568		308.28
001	GULF COAST BUSINESS SUPPLY CO	211882	04/20/2021	04/14/2021			487.46	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-510	MF PAPER TOWELS 12/CT (8)		222762	03/29/2021	210577		140.48
	001-161-510	CLEANER PINE GALLON (4)		222762	03/29/2021	210577		25.88
	001-161-510	LIQUID BLEACH 6/CS (2)		222762	03/29/2021	210577		31.98
	001-161-510	TISSUE 96/CT (2)		222762	03/29/2021	210577		65.98
	001-161-510	CLEANSER AJAX (12)		222762	03/29/2021	210577		25.68
	001-161-510	DISH DETERGENT 8/CT (20)		222762	03/29/2021	210577		87.98
	001-161-510	CLEANER WINDEX (4)		222762	03/29/2021	210577		29.56
	001-161-510	CLEANER DISINFECT 12QT (24)		222762.1	04/08/2021	210577		79.92
001	GULF SALES AND SUPPLY INC	211883	04/20/2021	04/14/2021			215.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-638	WHEEL 4-1/2X.045X7/8 25BX (25)		510293	04/09/2021	210595		49.50
	001-170-638	GRINDING WHEEL (10)		510293	04/09/2021	210595		25.70
	001-170-559	36" GRAB-IT-TOOL (6)		510293	04/09/2021	210595		140.22
001	VARIETY OUTLET 5&10	211884	04/20/2021	04/14/2021			22.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	L CABIN GRAND OPEN: RIBBON		0064619	04/07/2021	210623		22.42
001	HAYGOODS INDUSTRIAL ENGRAVERS INC	211885	04/20/2021	04/14/2021			50.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	RETIREMENT PLAQUE: RODRIGUEZ		214015	04/07/2021	210622		50.00

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001	GOODYEAR AUTO CENTER	211886	04/20/2021	04/14/2021			491.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	P225/60R18 99W SL EAG: U #55		224994	03/12/2021	210413		491.08
001	OFFICE DEPOT 1104	211887	04/20/2021	04/14/2021			99.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-559	HP DESKJET 4155 PRINTER		1650131080	03/25/2021	210559		99.99
001	DELTA WORLD TIRE	211888	04/20/2021	04/14/2021			297.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	DEESTONE 22/11-8 TIRE (2)		130172113	03/11/2021	210524		86.00
	001-170-639	TIRE MNT: DRAGGER BUDDY DAVIS		130172113	03/11/2021	210524		10.00
	001-170-639	TURF TRAC 25/12-9 TIRE (3)		130172113	03/11/2021	210524		189.90
	001-170-639	TIRE MNT: GATOR		130172113	03/11/2021	210524		10.00
	001-170-639	SHOP SUPPLIES		130172113	03/11/2021	210524		2.00
001	SOUTHERN REGIONAL SAFETY INST	211889	04/20/2021	04/14/2021			5,400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-681	BASIC TRNG ACADEMY: WOODS		124	04/08/2021	210627		3,600.00
	001-100-681	SKILLS UPDATE: HUDGINS		124	04/08/2021	210627		900.00
	001-100-681	SKILLS UPDATE: PAETOW		124	04/08/2021	210627		900.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	211890	04/20/2021	04/14/2021			565.76	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-030-559	3-HOLE PUNCH		3472813642	03/25/2021	210567		95.86
	001-090-500	BIC PERMANAENT MARKER DZ		3472716544	03/24/2021	210561		4.60
	001-090-500	RED SCISSORS 8" (2)		3472716544	03/24/2021	210561		4.38
	001-090-500	TAPE DISPENSER (2)		3472716544	03/24/2021	210561		2.50
	001-090-500	BUSINESS CARDS 250/PK		3472716544	03/24/2021	210561		8.03
	001-090-500	COPY PAPER 8.5X11 10 REAMS/CS		3472716544	03/24/2021	210561		399.90
	001-090-500	AA BATTERIES 36/PK		3472716544	03/24/2021	210561		27.39
	001-090-500	LETTER STORAGE CLIPBOARD GRAY		3472716545	03/24/2021	210561		11.06
	001-090-500	DRY ERASE MARKERS 8/PK		3472716546	03/24/2021	210561		12.04
001	CLARION LEDGER/HATTIESBURG AMERICAN	211891	04/20/2021	04/14/2021			185.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-615	BID AD: MBLUFF WIDENING		D003771600	03/01/2021	210502		185.54
001	THE GULF COMPANIES INC	211897	04/20/2021	04/14/2021			250.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-559	33GAL HD CAN LINER 100/CS (10)		0933196-IN	04/07/2021	210586		250.00
001	ENGEL ELECTRIC LLC	211898	04/20/2021	04/14/2021			1,322.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-635	REPR WIRING-BRKR: CFD GENERATR		210496	04/01/2021	210496		1,322.53
001	SWETMAN SECURITY SERVICE INC	211899	04/20/2021	04/14/2021			440.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-513	5 GUARDS 03/13/21: 4 HRS		181	03/01/2021	210518		360.00
	001-170-513	1 SUPERVISOR: CANT STOP MUSIC		181	03/01/2021	210518		80.00

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001	KINGLINE EQUIPMENT INC	211905	04/20/2021	04/14/2021			2,110.17	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	LOADER/BACKHOE RPR PARTS		W00738	03/31/2021	210584		300.00
	001-170-639	LABOR		W00738	03/31/2021	210584		421.05
	001-170-639	SUBLET		W00738	03/31/2021	210584		461.12
	001-170-639	SERVICE CALL		W00738	03/31/2021	210584		700.00
	001-170-639	DELIVERY		W00738	03/31/2021	210584		225.00
	001-170-639	SHOP SUPPLIES		W00738	03/31/2021	210584		3.00
001	OCCUPATIONAL HEALTH CENTER INC	211906	04/20/2021	04/14/2021			1,780.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-022-604	PRE-EMP PHYSICAL: HUSLEY		232409	03/02/2021	210456		75.00
	001-022-604	PRE-EMP DRUG SCREEN: HUSLEY		232409	03/02/2021	210456		35.00
	001-100-604	PRE-EMP DRUG SCREEN: HUTCHINS		232409	03/02/2021	210457		70.00
	001-022-604	PRE-EMP PHYSICAL: DEARMAN		233319	04/05/2021	210476		75.00
	001-022-604	PRE-EMP DRUG SCREEN: DEARMAN		233319	04/05/2021	210476		35.00
	001-022-604	PRE-EMP PHYSICAL: GILL		233319	04/05/2021	210520		75.00
	001-022-604	PRE-EMP DRUG SCREEN: GILL		233319	04/05/2021	210520		35.00
	001-022-604	PRE-EMP PHYSICAL: TAPPER, C		233319	04/05/2021	210531		75.00
	001-022-604	PRE-EMP DRUG SCREEN: TAPPER, C		233319	04/05/2021	210531		35.00
	001-100-604	PRE-EMP PHYSICAL: HARTY		233319	04/05/2021	210560		75.00
	001-100-604	PRE-EMP DRUG SCREEN: HARTY		233319	04/05/2021	210560		70.00
	001-100-604	PRE-EMP PHYSICAL: MATTHEWS		233319	04/05/2021	210554		75.00
	001-100-604	PRE-EMP DRUG SCREEN: MATTHEWS		233319	04/05/2021	210554		35.00
	001-100-604	PRE-EMP PHYSICAL: LONGINO		233319	04/05/2021	210554		75.00
	001-100-604	PRE-EMP DRUG SCREEN: LONGINO		233319	04/05/2021	210554		70.00
	001-100-604	PRE-EMP PHYSICAL: GONZALEZ		233319	04/05/2021	210554		75.00
	001-100-604	PRE-EMP DRUG SCREEN: GONZALEZ		233319	04/05/2021	210554		70.00
	001-161-604	PRE-EMP DRUG SCREEN: JACKSON, RA		232409	03/02/2021	210469		70.00
	001-161-604	PRE-EMP PHYSICAL: JACKSON, RA		232409	03/02/2021	210469		75.00
	001-161-604	PFT: JACKSON, RASHIEM		232409	03/02/2021	210469		45.00
	001-161-604	PRE-EMP DRUG SCREEN: BARRAS		232409	03/02/2021	210469		35.00
	001-161-604	PRE-EMP PHYSICAL: BARRAS		232409	03/02/2021	210469		75.00
	001-161-604	PFT: BARRAS, BETRAND		232409	03/02/2021	210469		45.00
	001-161-604	PRE-EMP DRUG SCREEN: COVINGTON		233319	04/05/2021	210469		70.00
	001-161-604	PRE-EMP PHYSICAL: COVINGTON		233319	04/05/2021	210469		75.00
	001-161-604	PFT: COVINGTON, WILLIAM		233319	04/05/2021	210469		45.00
	001-161-604	PRE-EMP DRUG SCREEN: GOTTSCHALK		233319	04/05/2021	210469		70.00
	001-161-604	PRE-EMP PHYSICAL: GOTTSCHALK		233319	04/05/2021	210469		75.00
	001-161-604	PFT: GOTTSCHALK, HUNTER		233319	04/05/2021	210469		45.00
001	ECONOMY BOOTS SALES & SERVICE	211907	04/20/2021	04/14/2021			389.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	SZ DUTY BOOTS: WOODS		11094	02/17/2021	210448		100.00
	001-161-535	JD BOOTS: GOTTSCHALK		11183	03/16/2021	210557		150.00
	001-161-535	KEEN BOOTS: JACKSON		11211	03/23/2021	210557		139.99

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AUDIOWAVE INC	211908	04/20/2021	04/14/2021			295.00	
	Account Number 001-100-638	Description		Invoice #	Date	P.O.	Amount	
		INT DETAIL: V #7530(OLD K9)		A53414	03/23/2021	210565		295.00
001	NANCY E WILLIAMS	211910	04/20/2021	04/13/2021			125.00	
	Account Number 001-030-699	Description		Invoice #	Date	P.O.	Amount	
		POLL MANAGER: PRIMARY		04062021	04/06/2021			125.00
FUND TOTAL	1 Claims to	Checks	89 Total	111,736.60	Manual	Held	Total	111,736.60

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
156	GRAFIX SHOPPE	211896	04/20/2021	04/14/2021			1,089.74	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	STEALTH-K9 VER GRAPHIC: U #32	138309	03/30/2021	210530		463.00	
	156-100-799	FC W/ BADGE GRAPHIC: U #33	138309	03/30/2021	210530		463.00	
	156-100-799	D SIDE R DOOR GRAPHIC: 17 CHG	138309	03/30/2021	210530		103.00	
	156-100-799	SHIPPING	138309	03/30/2021	210530		60.74	
156	WIRELESS CCTV LLC	211903	04/20/2021	04/14/2021			29,300.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	156-100-799	SOLAR MOBILE SURVEILLANCE SYS	82265	03/31/2021	210505		28,000.00	
	156-100-799	SHIPPING	82265	03/31/2021	210505		1,300.00	
FUND TOTAL 156 Claims	to	Checks	2 Total	30,389.74	Manual	Held	Total	30,389.74

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
171	CUPIT SIGNS INC	211892	04/20/2021	04/14/2021			1,429.92	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	171-176-779	3X5 WELCOME SIGN (2):LOG CABIN		32935A	02/12/2021	210415	480.00	
	171-176-779	SIGN FRAMES (2)		32935A	02/12/2021	210415	750.00	
	171-176-779	12"X18" METAL SIGNS (8)		32935A	02/12/2021	210415	199.92	
FUND TOTAL 171 Claims	to	Checks	1 Total	1,429.92 Manual		Held	Total	1,429.92

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	AD2 INC	211753	04/20/2021	04/05/2021			655.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE MAR 2021		3739	03/15/2021			36.50
	176-170-699	SHOPPING CART FEE MAR 2021		3739	03/15/2021			268.50
	176-170-699	WEB SITE MAINT:2/15-3/14/2021		3739	03/15/2021			350.00
176	FUELMAN	211759	04/20/2021	04/05/2021			38.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-525	UNL FUEL		NP59886142	04/05/2021			38.35
176	COMM-TECH SOLUTIONS INC	211766	04/20/2021	04/05/2021			75.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	PROGRAM VM: SSP		16780	04/01/2021			75.00
176	LOWES HOME CENTERS INC	211773	04/20/2021	04/06/2021			636.48	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-586	REPR ICE BOX: SHEP LOG CABIN		911384	02/25/2021			70.23
	176-170-586	RUBBER FLUSH VALVES 3CT		910316	03/01/2021			10.15
	176-170-635	4X4X8 LUMBER (2),DECK BLOCK(2)		901809	03/01/2021			42.84
	176-170-586	BRASS CUP HOOKS		909703	03/01/2021			1.22
	176-170-559	SUPPLIES BULLETIN BOARD		909007	03/03/2021			21.85
	176-170-559	SAFE GLASSES,ASRT SCREWS (122)		901409	03/03/2021			50.75
	176-170-559	SPRAY PAINT(3),PK AAA BATT (2)		902629	03/03/2021			44.56
	176-170-559	SPRAY PAINT (4)		909019	03/04/2021			20.82
	176-170-586	REPR ICE MACHINE: SHEP SHOP		912225	03/04/2021			26.57
	176-170-559	WIRE HOOK, STEEL CABINET LOCK		901050	03/08/2021			10.04
	176-170-586	CABLE TIES, ASRT SCREWS (50)		901883	03/08/2021			36.48
	176-170-639	TIRE SEALANT (2), VALVE TOOL		901961	03/08/2021			21.04
	176-170-559	31.5OZ PAINT,12OZ SPRAY PAINT		909439	03/09/2021			30.32
	176-170-586	18-GAUGE HD STAPLES 1000CT		901613	03/10/2021			12.34
	176-170-586	ASRT SCREWS(34),FRAME CHANNEL		902558	03/11/2021			55.88
	176-170-559	MASTER PADLOCK KEY (2)		901494	03/16/2021			5.66
	176-170-559	15A 125V PLUG & CONNECTOR		902928	03/17/2021			9.47
	176-170-559	2PC PLIER SET, 8CT SCREWS		902237	03/18/2021			16.40
	176-170-586	CONCRETE PADS (4)		901053	03/18/2021			22.32
	176-170-586	ALUM CABLE, GFC OUTLET		901203	03/18/2021			69.41
	176-170-586	HOSE WALL MNT, DOOR HANDLE		912505	03/23/2021			18.49
	176-170-559	WATER SHUT OFF CONNECTOR		918060	03/23/2021			7.59
	176-170-559	ANCHOR SHACKLE, CLEVIS HOOK		923737	03/24/2021			32.05
176	C SPIRE WIRELESS	211825	04/20/2021	04/13/2021			51.44	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	03/31/2021			51.44
176	A 1 TERMITE AND PEST CONTROL	211835	04/20/2021	04/13/2021			240.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	TERMITE RENEWAL: CONTROL ONLY		21126	03/09/2021			240.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SUNBELT RENTALS INC	211836	04/20/2021	04/13/2021			74.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	RENTAL: 100' SEWER SNAKE		112102517	04/07/2021			74.60
176	CARDMEMBER SERVICES	211871	04/20/2021	04/14/2021			1,224.47	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	RTN CR: CURTAINS LOG CABIN		03172021	03/18/2021			-265.46
	176-170-541	COOLING TOWEL(10);CHAPSTK(24)		03062021	03/08/2021			21.98
	176-170-541	BB SUNSCRN(24);CUTTER REP(12)		03062021	03/08/2021			68.05
	176-170-703	65 TCL 4K TELEVISION		03112021	03/12/2021			428.00
	176-170-559	TV MOUNT		03112021	03/12/2021			19.96
	176-170-559	BIN (2);DRWR CART;ORGANIZER		03112021	03/12/2021			79.78
	176-170-559	FLAG STND(2);SIGN(4);BINDER		03112021	03/12/2021			34.97
	176-170-559	CURTAIN RODS (12)		03112021	03/12/2021			88.44
	176-170-559	FRAMES(11); PHONE CORD		03112021	03/12/2021			17.94
	176-170-559	CURTAINS (15)		03112021	03/12/2021			223.72
	176-170-559	HD FLOOR POSTER DISPLAY (2)		03132021	03/15/2021			75.98
	176-170-559	12"X10' ROLL TRANSFER PAPER		03122021	03/15/2021			14.96
	176-170-559	DECORATIVE CURTAIN ROD (12)		03202021	03/22/2021			169.06
	176-170-559	BLACKOUT CURTAINS (12)		03202021	03/22/2021			231.12
	176-170-559	3 PK POCKET WALL FILE		03202021	03/22/2021			15.97
176	COCA COLA BOTTLING CO UNITED INC	211878	04/20/2021	04/14/2021			386.36	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	CS 200Z COKE PRODUCTS (5)		3328218185	03/02/2021			127.40
	176-170-541	CS 200Z DASANI WATER (2)		3328218185	03/02/2021			37.44
	176-170-541	CS 200Z SPORT DRINKS		3328218185	03/02/2021			22.88
	176-170-541	CS 200Z COKE		3328218598	03/30/2021			25.48
	176-170-541	CS 200Z SPORT DRINKS (2)		3328218598	03/30/2021			45.76
	176-170-541	CS 200Z COKE PRODUCTS (5)		3328218709	04/06/2021			127.40
176	CENTRAL BUSINESS FORMS	211894	04/20/2021	04/14/2021			117.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	HANGING CAMP PASS (2000)		19626	03/10/2021	210523		98.00
	176-170-559	SHIPPING		19626	03/10/2021	210523		19.00
176	SPORTABOUT	211895	04/20/2021	04/14/2021			215.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	T-SHIRT W/LOGO M-XL (25)		8378	03/31/2021	210583		175.00
	176-170-541	T-SHIRT W/LOGO XXL (5)		8378	03/31/2021	210583		40.00
176	MOBILE BAY FIREWOOD	211901	04/20/2021	04/14/2021			618.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	PALLET FIREWOOD (2)		210625	04/08/2021	210625		618.00
176	R TEE HUT LLC	211902	04/20/2021	04/14/2021			650.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-541	TEA TOWELS (20)		001169	04/01/2021	210461		80.00
	176-170-541	PILLOWCASES (20)		001169	04/01/2021	210461		120.00
	176-170-541	WATER BOTTLES (100)		001169	04/01/2021	210461		300.00

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	R TEE HUT LLC	211902	04/20/2021	04/14/2021			650.00	(CONTINUED)
	Account Number 176-170-541	Description STICKERS (100)		Invoice # 001169	Date 04/01/2021	P.O. 210461	Amount 150.00	
FUND TOTAL 176 Claims		to	Checks	13 Total	4,981.70 Manual	Held	Total	4,981.70

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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	211837	04/20/2021	04/13/2021			12,123.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	355-723-762	DESIGN: WTR SUPPLY & TRMT		37815	03/09/2021			673.88
	355-723-763	WELL CONST ENG		37815	03/09/2021			11,449.20
FUND TOTAL 355 Claims	to	Checks	1 Total	12,123.08	Manual	Held	Total	12,123.08

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	CLEARWATER SOLUTIONS LLC	211757	04/20/2021	04/05/2021			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	MAR 2021 OPERATION FEE		GAUTIER100	04/01/2021			170,690.75
400	FUELMAN	211760	04/20/2021	04/05/2021			117.67	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP59886142	04/05/2021			117.67
400	LOWES HOME CENTERS INC	211772	04/20/2021	04/06/2021			142.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-683	80 LB BAGS CONCRETE (42)		87085	03/05/2021			142.80
400	JACKSON COUNTY UTILITY AUTHORITY	211774	04/20/2021	04/06/2021			235,473.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	APR 2021 TREATMENT CHGS		1038	04/01/2021			235,473.00
400	WASTE MANAGEMENT OF MS-GLF COAST INC	211777	04/20/2021	04/06/2021			2,140.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	ROLL-OFF TIMBERLANE		07 3905147689	04/01/2021			2,140.07
400	MALLETTE BROTHERS CONSTRUCTION INC	211800	04/20/2021	04/12/2021			150.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-585	5.00 RAP TN		22347	03/31/2021			150.00
400	COGENT STRATEGIES LLC	211814	04/20/2021	04/13/2021			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROFESSIONAL FEES		2215	04/12/2021			7,500.00
400	MISSION COMMUNICATIONS LLC	211817	04/20/2021	03/13/2021			12,582.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: DARTMOUTH LS		1050533	04/06/2021			563.40
	400-651-698	RENEWAL: JOHNSTON LS		1050533	04/06/2021			563.40
	400-651-698	RENEWAL: BUCKS RD LS		1050533	04/06/2021			563.40
	400-651-698	RENEWAL: GRAVELINE LS		1050533	04/06/2021			563.40
	400-651-698	RENEWAL: WESTGATE LS		1050533	04/06/2021			347.40
	400-651-698	RENEWAL: OST (CSX) LS		1050533	04/06/2021			347.40
	400-651-698	RENEWAL: BROWN RD LS		1050533	04/06/2021			347.40
	400-651-698	RENEWAL: ROBINSON STILL LS		1050533	04/06/2021			347.40
	400-651-698	RENEWAL: #26 OST LS		1050533	04/06/2021			563.40
	400-651-698	RENEWAL: #14 LS		1050533	04/06/2021			563.40
	400-651-698	RENEWAL: M BLUFF LS		1050533	04/06/2021			563.40
	400-651-698	RENEWAL: STANFIELD LS		1050533	04/06/2021			347.40
	400-651-698	RENEWAL: KINGFISHER LS		1050533	04/06/2021			347.40
	400-651-698	RENEWAL: ENARCH LS		1050533	04/06/2021			347.40
	400-651-698	RENEWAL: HASTINGS LS		1050533	04/06/2021			347.40
	400-651-698	RENEWAL: FARRIGUT LAKE LS		1050533	04/06/2021			347.40
	400-651-698	RENEWAL: LARK LS		1050533	04/06/2021			347.40
	400-651-698	RENEWAL: SINGING PINE LS		1050533	04/06/2021			347.40
	400-651-698	RENEWAL: FISH HAWK LS		1050533	04/06/2021			347.40
	400-651-698	RENEWAL: HOME OF GRACE LS		1050533	04/06/2021			347.40

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	MISSION COMMUNICATIONS LLC	211817	04/20/2021	03/13/2021			12,582.00	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-698	RENEWAL: WHITEWOOD LS		1050533	04/06/2021			347.40
	400-651-698	RENEWAL: GREYCLIFFE LS		1050533	04/06/2021			563.40
	400-651-698	RENEWAL: SPANISH OAK LS		1050533	04/06/2021			347.40
	400-651-698	RENEWAL: KINGSLEA LS		1050533	04/06/2021			347.40
	400-651-698	RENEWAL: MAGNOLIA BLUFF LS		1050533	04/06/2021			347.40
	400-651-698	RENEWAL: COTTITA LS		1050533	04/06/2021			563.40
	400-651-698	RENEWAL: BROOKSIDE LS		1050533	04/06/2021			347.40
	400-651-698	RENEWAL: FAIRWAY LS		1050533	04/06/2021			563.40
	400-651-698	RENEWAL: TIMBER LANE LS		1050533	04/06/2021			347.40
	400-651-698	RENEWAL: MEADOWDALE LS		1050533	04/06/2021			347.40
400	SOUTHERN LINC	211818	04/20/2021	04/13/2021			90.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	APR 2021 SERV CHGS		10703809	04/01/2021			80.00
	400-650-698	TAXES/FEES		10703809	04/01/2021			10.16
400	FUELMAN	211822	04/20/2021	04/13/2021			181.41	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP59919240	04/12/2021			181.41
400	AMERICAN TANK MAINTENANCE LLC	211823	04/20/2021	04/13/2021			34,447.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-669	MAINT CONTRACT: LARK ST		27835	04/01/2021			7,435.00
	400-651-669	MAINT CONTRACT: MALL		27845	04/01/2021			9,141.50
	400-651-669	MAINT CONTRACT: MARTIN BLUFF		27855	04/01/2021			6,899.50
	400-651-669	MAINT CONTRACT: CENTRAL STN		27865	04/01/2021			10,015.50
	400-651-669	MAINT CONTRACT: HWY 57		27875	04/01/2021			956.00
400	AT&T	211832	04/20/2021	04/13/2021			69.81	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	04/06/2021			69.81
400	THE SPECTRUM GROUP INC	211893	04/20/2021	04/14/2021			342.87	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-581	ATI MEMBRANE FREE CHL 10PK (3)		10113	04/06/2021	210576		105.00
	400-651-581	ATI ELECTROLYTE 4OZ (6)		10113	04/06/2021	210576		120.00
	400-651-581	ATI INTL BUFFER PH SENSOR (4)		10113	04/06/2021	210576		100.00
	400-651-581	FREIGHT		10113	04/06/2021	210576		17.87
400	KURITA AMERICA INC	211900	04/20/2021	04/14/2021			1,471.12	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-582	GA PROC 4-1/2" 0-100 PSI (3)		INV588582	03/22/2021	210536		1,458.00
	400-651-582	SHIPPING		INV588582	03/22/2021	210536		13.12
400	DK HARDWARE SUPPLY LLC	211904	04/20/2021	04/14/2021			189.13	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-559	CTDB12 SS DROP-IN DEAL TRAY(2)		7129477	03/19/2021	210516		178.00
	400-650-559	SHIPPING		7129477	03/19/2021	210516		11.13

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	J H WRIGHT & ASSOCIATES INC	211909	04/20/2021	04/14/2021			2,780.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	KEE-LCG2SL GRINDR PUMP:ROSEMNT		431679	03/19/2021	210548		815.00
	400-651-584	KEE-LCG2SL GRINDR PUMP:SPARE		431679	03/19/2021	210548		815.00
	400-651-584	KEE-RKG15 GRINDER PUMP:SPARE		431679	03/19/2021			1,150.00
FUND TOTAL 400 Claims	to	Checks	16 Total	468,368.29 Manual		Held		Total 468,368.29

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Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC Account Number 404-677-693	211756	04/20/2021	04/05/2021			106,702.20	
		Description		Invoice #	Date	P.O.	Amount	
		MAR 2021 RES GARBAGE (6340)		0001142801	03/31/2021		106,702.20	
FUND TOTAL 404 Claims	to	Checks	1 Total	106,702.20	Manual		Held	Total 106,702.20

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SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	89 Total	111,736.60 Manual	Held	Total	111,736.60
FUND 156 Claims	to	Checks	2 Total	30,389.74 Manual	Held	Total	30,389.74
FUND 171 Claims	to	Checks	1 Total	1,429.92 Manual	Held	Total	1,429.92
FUND 176 Claims	to	Checks	13 Total	4,981.70 Manual	Held	Total	4,981.70
FUND 355 Claims	to	Checks	1 Total	12,123.08 Manual	Held	Total	12,123.08
FUND 400 Claims	to	Checks	16 Total	468,368.29 Manual	Held	Total	468,368.29
FUND 404 Claims	to	Checks	1 Total	106,702.20 Manual	Held	Total	106,702.20

Total for all Funds		Checks	123 Total	735,731.53 Manual	Held	Total	735,731.53

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

ORDER NUMBER 065-2021

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from the Recessed Council Meeting held March 16, 2021 and Special Call Meeting held March 25, 2021 are hereby approved.

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

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

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

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 April 6, 2021.

CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet

Council Meeting:
Title:

April 20, 2021
Resolution approving the continuation of a
Declaration of Local Emergency pertaining to
COVID-19.

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Resolution approving the continuation of a Declaration of Local Emergency pertaining to COVID-19 until further notice.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
☐		☐		☐		☐		☐	

Second Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
☐		☐		☐		☐		☐	

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

Action Taken:

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

RESOLUTION NUMBER 000-2021

WHEREAS, on March 16, 2020, Mayor of Gautier, Phil Torjusen issued a proclamation of a local emergency due to conditions of extreme peril to the safety of persons and property which have arisen within said City of Gautier, Mississippi due to the COVID-19 outbreak; and

WHEREAS, on March 17, 2020, the City Council of Gautier ratified the proclamation of local emergency and continued the existence of same; and

WHEREAS, the City Council finds that it is necessary and in the best interest of the public welfare and safety to continue the state of local emergency as indicated in that resolution.

NOW, THEREFORE, BE IT RESOLVED that a local emergency does continue to exist throughout said City of Gautier, Mississippi, as indicated; and

IT IS FURTHER PROCLAIMED AND RESOLVED that said local emergency shall be deemed to continue to exist until further notice.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 20, 2021.

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

Council Meeting:
Title:

April 20, 2021
Receive March 2021 Privilege License Reports

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Receive March 2021 Privilege License Reports

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Second Made by:

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

Action Taken:

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

ORDER NUMBER 000-2021

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for March 2021 are hereby received.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 20, 2021.

		City of Gautier		
		Business Registry		
		Mar-21		
ACCOUNT#	LICENSE #	BUSINESS NAME/OWNER	AMOUNT	STATUS
453	2022-02-0007211	Southern Cuts and Styles	\$22.00	Current
823	2022-03-0007212	Keith's Superstore	\$40.00	Current
351	2022-03-0007213	Henze Enterprises	\$30.00	Current
323	2022-03-0007214	Ed's Household Heat & Air	\$20.00	Current
358	2022-03-0007215	L.L. Bond and Company	\$20.00	Current
1698	2022-03-0007216	Cash Cloud DBA Coin Cloud	\$27.00	New Business
354	2022-03-0007217	Appraisal Services	\$20.00	Current
75	2022-03-0007218	Gautier Shell	\$70.00	Current
78	2022-03-0007219	Coco Cola Bottling Company	\$150.00	Current
314	2022-03-0007220	Bae Systems	\$30.00	Current
900	2022-03-0007221	Magic Spray Carwash	\$20.00	Current
1644	2022-03-0007222	Cheetah Speed Laundry	\$20.00	Current
318	2022-03-0007223	Warwick Income Properties	\$20.00	Current
1352	Closed	Sioux Bayou	\$0.00	Closed
383	2022-03-0007224	The Pointe Apartments	\$30.00	Current
1699	2022-03-0007225	Hutto's Affordable Auto Glass	\$20.00	New Business
471	2022-03-0007226	Fast Mart	\$70.00	Current
1700	2022-03-0007227	CW Consulting Services	\$20.00	New Business
1357	2022-03-0007228	Webster Electric Company	\$50.00	Current
1701	2021-00-0007229	Barnes Crossing Auto	\$250.00	Transient Vendor
1633	2021-11-0007230	Pin - Ups Spa & Boutique	\$22.60	Current
355	2022-03-0007231	Kentucky Fried Chicken	\$30.00	Current
1424	2022-04-0007232	Star Life Entertainment	\$20.00	Current
1355	2022-02-0007233	Body Quest Gym	\$22.00	Current
407	2022-04-0007234	Hallmark Wash-O-Rama	\$20.00	Current
1465	2022-02-0007235	Harbor Freights Tools	\$66.00	Current
1537	2022-04-0007236	1 Stop Pawn Shop	\$500.00	Current
1539	2022-04-0007237	Quaility Coin Laundry	\$20.00	Current
1305	2022-03-0007238	El Patron Mexican Grill	\$70.00	Current
1469	2022-03-0007239	Luxury Donuts	\$20.00	Current
321	2022-03-0007240	Dollar General	\$95.00	Current
966	2022-03-0007241	His Family Tree Mausoleums	\$30.00	Current
1426	2022-04-0007242	Smokescreen	\$30.00	Current
1425	2022-04-0007243	Domino's Pizza	\$30.00	Current
1066	2022-04-0007244	Shane's Title Loans	\$20.00	Current
403	2022-04-0007245	Foster AC & Heating	\$150.00	Current
254	2022-02-0007246	E'Z Barber Shop	\$22.00	Current
395	2022-04-0007247	Coastal Painting & Contracting	\$30.00	Current
904	2022-04-0007248	Murphy Express	\$40.00	Current
1702	2022-03-0007249	Senoritas Cleaning Service	\$20.00	New Business
1532	2022-03-0007250	Bling Tees	\$20.00	Current
1468	2022-03-0007251	Pizza Hut	\$60.00	Current
1057	2022-03-0007252	Jason Lauban Construction	\$20.00	Current
1540	2022-04-0007253	Rod's Flooring	\$20.00	Current
825	Closed	Coastal Towing	\$0.00	Closed
1703	2022-03-0007254	B & E On The Run	\$20.00	New Business
1258	2022-03-0007255	Pelton's Tree & Lawn Service	\$20.00	Current
317	2022-03-0007256	Coast Massage Therapy	\$20.00	Current
1535	2022-03-0007257	Heavenly Spirits Tarot & Decor	\$22.00	Current
		TOTAL	\$2,388.60	
		New Business	5	
		Transient Vendor	1	
		Closed Business	2	

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

Council Meeting:

April 20, 2021

Title:

Approval of a Limited Use Agreement between the City of Gautier and Jackson County, Mississippi for the Singing River Mall Site for the 2021 Jackson County Household Hazardous Waste Collection Day

Introduced by:

Contact Person/Telephone

Paula Yancey 497-8000

Summary Explanation: Approval of a Limited Use Agreement between the City of Gautier and Jackson County, Mississippi for the Singing River Mall Site for the 2021 Jackson County Household Hazardous Waste Collection Day.

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:

Torjusen	☐ Martin	☐ George	☐ Jackson	☐ Vaughan	☐ Anderson	☐ Colledge	☐
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Second Made by:

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

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, Jackson County, Mississippi has requested use of the Singing River Mall Site, currently being leased by the City, for the 2021 Jackson County Household Hazardous Waste Collection Day; and

WHEREAS, the Jackson County Household Hazardous Waste Collection Day is held annually, and provides a benefit to the citizens of the City of Gautier; and

WHEREAS, House Bill 35, 2002, is a Local and Private law authorizing Jackson County and its incorporated municipalities to share governmental equipment, manpower, services and resources as mutually agreed upon; and

WHEREAS, it is the desire of the Mayor and Council of the City of Gautier, Mississippi to permit use of the leased portion of the Singing River Mall Site as more fully described in the Limited Use Agreement; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Limited Use Agreement between the City of Gautier and Jackson County Mississippi for the 2021 Jackson County Household Hazardous Waste Collection Day is hereby approved; and

IT IS FURTHER ORDERED that the Singing River Mall Site will be made available as the location for the 2021 Jackson County Household Hazardous Waste Collection site pursuant to the attached Limited Use Agreement; and

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 April 20, 2021.

**LIMITED USE AGREEMENT BETWEEN THE CITY OF GAUTIER, MISSISSIPPI
AND JACKSON COUNTY, MISSISSIPPI**

This Limited Use Agreement of Real Property ("Agreement") is executed to be effective the 5th day of April, 2021, between the City of Gautier, Mississippi ("City") and Jackson County, Mississippi ("County").

WHEREAS, the City is the lessee of certain real property located on the north side of Highway 90, commonly identified as the former Singing River Mall (hereinafter, "the Property"); and

WHEREAS, the County desires to host its Annual Household Hazardous Waste Collection Event on Saturday, May 15, 2021 on the Property; and

WHEREAS, the City desires to allow the County to utilize the Property for that purpose.

THEREFORE, in consideration of the following mutual covenants and conditions it is hereby agreed as follows:

1. The Property

The Property is graphically depicted on attached "Exhibit A".

2. REPRESENTATIONS

The Parties represent and warrant that (i) each, and its authorized signatory, has full right, power and authority to execute this Agreement; and (ii) execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on either Party.

3. TIME FRAME

The Property may be utilized by the County on Saturday, May 15, 2021.

4. LIMITED USE

A. The use of the Property by the County shall be solely for the purpose of hosting its Annual Household Hazardous Waste Collection Event.

B. The County, in consideration for the use of the Property during the above time frame, agrees to perform any necessary limited preparation for use of the property for the Event but agrees not to damage the Property or make any permanent alterations to said property.

C. The County, in consideration for the use of the Property during the above time frame, agrees to leave the Property in the same condition as it existed before the Event.

5. COMPENSATION

The Parties agree that due to the benefit provided to their citizens, the City grants the County the use of the Property without monetary compensation.

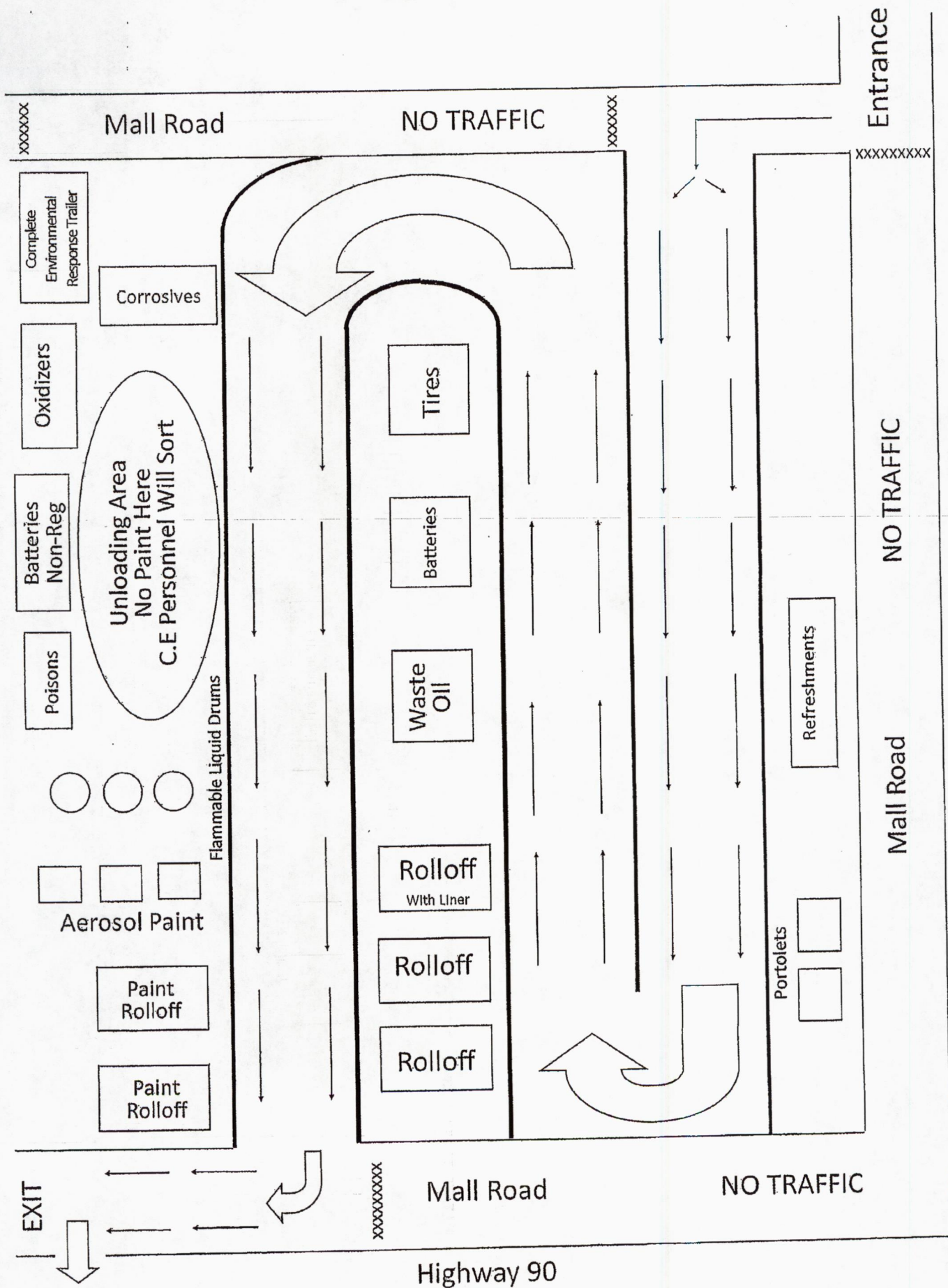
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates shown below.

JACKSON COUNTY, MISSISSIPPI

By: Melton Harris
MELTON HARRIS, PRESIDENT
BOARD OF SUPERVISORS

CITY OF GAUTIER, MISSISSIPPI

By: _____
PHIL TORJUSEN, MAYOR



CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet

Council Meeting:
Title:

April 20, 2021
Approval of Sparklight Business Service Agreement
Renewals for the Fire Department's Central, North, and
South Stations.

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of Sparklight Business Service Agreement Renewals for the Fire Department's Central, North, and South Stations. Monthly increase will be \$8.36.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
☐		☐		☐		☐		☐	

Second Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
☐		☐		☐		☐		☐	

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

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the Fire Department utilizes the internet for daily work routines and procedures; and

WHEREAS, Sparklight has provided the internet service for the City of Gautier's Fire Department since 2017; and

WHEREAS, the service charge and equipment fees will cost \$91.68 per month for three (3) years, reflecting a monthly increase of \$8.36; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that renewal of the attached Sparklight Business Service Agreement 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 April 20, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Sherry Farabee, Purchasing Agent
Date: 4/9/2021
Subject: Approval of Sparklight Business Service Agreement Renewals for the Fire Department's Central, North and South Stations.

REQUEST:

City Council approval is requested for a business services agreement renewal with Sparklight Business for high speed internet service at the Central, North and South Stations. The service charge and equipment fees will cost \$91.68 per month. The monthly increase will be \$8.36.

BACKGROUND:

Sparklight has provided the internet service for the City of Gautier's Fire Department for the last three years.

DISCUSSION:

The Fire Department utilizes the internet for daily work routines and procedures.

RECOMMENDATION:

The Fire Department staff recommends that the City Council approve the renewal contract with Sparklight Business at \$91.68 per month.

ATTACHMENTS:

1. Sparklight Contract Renewals for Fire Department Central, North and South Stations 2021

		Business Service Agreement	
		Date: 3/31/2021 2:55 PM	
Sparklight Business Account Rep:		Jessie Flores	Sparklight System Address:
Phone Number:		602-364-6079	210 E Earll Drive
Fax Number:			Phoenix, AZ 85012
Customer Information		Authorized Customer Representative	
Company Name:	City of Gautier Fire Department Central Station	Full Name:	Sherry Farabee
Street Address:	2502 College Circle	Billing Telephone:	
City/State/Zip:	Gautier, MS, 39553	Fax:	
Billing Address:	3330 Hwy 90	Contact Number:	(228) 497-8000 ext 304
City/State/Zip:	Gautier, MS 39553	Email:	sfarabee@gautier-ms.gov
Sparklight Account#	122024086		

Taxes and Fees Not Included

Service

Service Description	Quantity
D3 Suite 50Mbps x 5Mbps	1
Business Wi-Fi	1
Installation Charge(May Include Construction):	\$0.00
Term (In Months):	36
Total:	\$82.69

Equipment

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$8.99	\$8.99

Agreement

THE SERVICE CHARGES AND FEES TOTAL \$82.69 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

By signing below, Customer represents and warrants to Sparklight that Customer has the authority to execute, deliver, and agrees to be bound by and comply with the terms of this Business Services Agreement and the General Terms and Conditions available at <https://business.sparklight.com/legal/general-terms>, which are incorporated herein by this reference (the "General Terms"). THE GENERAL TERMS INCLUDE AN ARBITRATION SECTION, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE BUSINESS SERVICES AGREEMENT THROUGH ARBITRATION, AND BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY. Sparklight may accept this Business Services

		Business Service Agreement	
		Date: 3/31/2021 12:05 PM	
Sparklight Business Account Rep:		Jessie Flores	Sparklight System Address:
Phone Number:		602-364-6079	210 E Earll Drive
Fax Number:			Phoenix, AZ 85012
Customer Information		Authorized Customer Representative	
Company Name:	City of Gautier Fire Department South Station	Full Name:	Sherry Farabee
Street Address:	1905 Ladnier Rd	Billing Telephone:	
City/State/Zip:	Gautier, MS, 39553	Fax:	
Billing Address:	3330 Hwy 90	Contact Number:	(228) 407-8000 ext 304
City/State/Zip:	GAUTIER, MS 39553	Email:	sfarabee@gautier-ms.gov
Sparklight Account#	122025091		

Taxes and Fees Not Included

Service

Service Description	Quantity
D3 Suite 50Mbps x 5Mbps	1
Business Wi-Fi	1
Installation Charge(May Include Construction):	\$0.00
Term (In Months):	36
Total:	\$82.69

Equipment

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$8.99	\$8.99

Agreement

THE SERVICE CHARGES AND FEES TOTAL \$82.69 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

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Sparklight[®] Business		Business Service Agreement	
		Date: 3/31/2021 2:50 PM	
Sparklight Business Account Rep:	Jessie Flores	Sparklight System Address:	
Phone Number:	602-364-6079	210 E Earll Drive	
Fax Number:		Phoenix, AZ 85012	
Customer Information		Authorized Customer Representative	
Company Name:	City of Gautier Fire Department North Station	Full Name:	Sherry Farabee
Street Address:	7510 Martin Bluff Rd	Billing Telephone:	
City/State/Zip:	Gautier, MS, 39553	Fax:	
Billing Address:	3330 Hwy 90	Contact Number:	(228) 497-8000 ext 304
City/State/Zip:	Gautier, MS 39553	Email:	sfarabee@gautier-ms.gov
Sparklight Account#	122024383		

Taxes and Fees Not Included

Service

Service Description	Quantity
D3 Suite 50Mbps x 5Mbps	1
Business Wi-Fi	1
Installation Charge(May include Construction):	\$0.00
Term (In Months):	36
Total:	\$82.69

Equipment

Description	Quantity	Unit Price	Total Fee
Modem Lease	1	\$8.99	\$8.99

Agreement

THE SERVICE CHARGES AND FEES TOTAL \$82.69 PER MONTH FOR THE DURATION OF THE INITIAL TERM AND MAY BE REVISED AFTERWARD. THOUGH VIDEO SERVICE FEES MAY BE INCREASED, HSD AND PHONE SERVICE FEES WILL NOT BE INCREASED DURING THE TERM. SEPARATELY, THE EQUIPMENT FEES MAY BE REVISED. ALL SERVICE CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES, FEES OR SURCHARGES AS REQUIRED OR PERMITTED BY LAW.

By signing below, Customer represents and warrants to Sparklight that Customer has the authority to execute, deliver, and agrees to be bound by and comply with the terms of this Business Services Agreement and the General Terms and Conditions available at <https://business.sparklight.com/legal/general-terms>, which are incorporated herein by this reference (the "General Terms"). THE GENERAL TERMS INCLUDE AN ARBITRATION SECTION, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE BUSINESS SERVICES AGREEMENT THROUGH ARBITRATION, AND BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP CERTAIN RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY. Sparklight may accept this Business Services

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 4/13/2021
Subject: Approval of Change Order No. 2 for the Bacot Park Improvements Project

REQUEST:

The Grants and Projects Department requests that City Council approve Change Order No. 2 (no cost) for the Bacot Park Improvements Project.

BACKGROUND:

Master plan amenities in this Bacot Park renovation will include: organized sports fields/courts (baseball, football, basketball); children's play area; covered, open-air basketball court; pavilion; parking; lighting and security; fencing; and other improvements.

On October 15, 2020, a sealed proposal for the Bacot Park Improvements project was received from Starks Contracting Company, Inc., with a base bid of \$1,965,732.50. A contract was subsequently awarded for the base bid, additive alternate 1 (picnic pavilion), additive alternate 11C (wood bollards) and additive alternate 12A (basketball scoreboard). The total contract amount was \$2,147,270.

Change Order No. 1 (approved by Council in December 2020) decreased the contract amount by \$146,000 to bring it in line with the project budget. The change order reduced the amount of playground equipment to be purchased, removed equipment such as baseball field marking equipment and a football field striping machine, and reduced the cost of the CCTV system, among other items. CO#1 reduced the contract amount from \$2,147,270 to \$2,001,270.

DISCUSSION:

Change Order No. 2 is a "no cost" change order that allows the contractor to replace a faulty electrical panelboard that was found on one of the baseball fields; add additional reinforcing steel cages to the foundation of the basketball pavilion and picnic pavilion; and replace the concession stand metal doors and frames, which were found to be damaged beyond repair.

The costs of these additional items have been offset by material changes within the contract (a 52" pipe was found to be unnecessary for the project), therefore the contract amount will remain the same.

Heflin Engineering has reviewed the change order and recommends approval. This project is being funded through the general obligation bond and funds received from the Jackson County Board of Supervisors.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 2 for the Bacot Park Improvements Project.

The City Council may:

- 1) Approve Change Order No. 2 as presented; or
- 2) Not approve Change Order No. 2 as presented.

ATTACHMENTS:

1. Consent 6 - Bacot CO2 (002)
2. Consent Agenda Item 6 - Memo - Bacot Park Improvements Project – Change Order No. 2
3. Change Order 2

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

April 20, 2021
Approval of Change Order No. 2 for the Bacot
Park Improvements Project

Introduced by:
Contact Person/Telephone

April Stennett 497-8000 ext. 315

Summary Explanation: Approval of Change Order No.2 for the Bacot Park Improvements Project

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

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

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, the City of Gautier wants to attract more community and recreational activities to Bacot Park; and

WHEREAS, the City has initiated the Bacot Park Improvements Project to upgrade facilities, organize sports fields/courts, children's play area, walking track, covered, open-air basketball court, pavilion, parking, lighting and security and fencing; and

WHEREAS, on October 15, 2020, a sealed proposal for the Bacot Park Improvements Project was received from Starks Contracting Company, Inc., with a base bid of \$1,965,732.50; and

WHEREAS, a contract was subsequently awarded for the base bid, additive alternate 1 (picnic pavilion), additive alternate 11 C (wood bollards) and additive alternate 12 A (basketball scoreboard); and

WHEREAS, Change Order No. 1 decreased the contract amount by \$146,000 to bring it in line with the project budget, bringing the total contract amount to \$2,001,270; and

WHEREAS, Change Order No. 2 is a "no cost" change order that allows the contractor to replace a faulty electrical panelboard, add additional reinforcing steel cages to the foundation of the basketball and picnic pavilion, and replace the concession stand metal doors and frames; and

WHEREAS, the costs of these additional items have been offset by material changes in the contract, therefore the contract amount will remain the same; 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 bid, is commercially reasonable, is not made to circumvent the public purchasing statutes, and that the cost is reasonable;

WHEREAS, the project engineer, Heflin Engineering has reviewed the change order and recommends approval of Change Order 2, and

WHEREAS, the Mayor and Council Members find it is in the best interest of the City of Gautier to approve Change Order 2; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No. 2 for the Bacot Park Improvements Project is hereby approved.

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

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

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of April 20, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Stennett, Grants and Projects Director
Date: 4/13/2021
Subject: Bacot Park Improvements Project – Change Order No. 2

REQUEST:

The Grants and Projects Department requests that City Council approve Change Order No. 2 (no cost) for the Bacot Park Improvements Project.

BACKGROUND:

Master plan amenities in this Bacot Park renovation will include: organized sports fields/courts (baseball, football, basketball); children's play area; covered, open-air basketball court; pavilion; parking; lighting and security; fencing; and other improvements.

On October 15, 2020, a sealed proposal for the Bacot Park Improvements project was received from Starks Contracting Company, Inc., with a base bid of \$1,965,732.50. A contract was subsequently awarded for the base bid, additive alternate 1 (picnic pavilion), additive alternate 11C (wood bollards) and additive alternate 12A (basketball scoreboard). The total contract amount was \$2,147,270.

Change Order No. 1 (approved by Council in December 2020) decreased the contract amount by \$146,000 to bring it in line with the project budget. The change order reduced the amount of playground equipment to be purchased, removed equipment such as baseball field marking equipment and a football field striping machine, and reduced the cost of the CCTV system, among other items. CO#1 reduced the contract amount from \$2,147,270 to \$2,001,270.

DISCUSSION:

Change Order No. 2 is a “no cost” change order that allows the contractor to replace a faulty electrical panelboard that was found on one of the baseball fields; add additional reinforcing steel cages to the foundation of the basketball pavilion and picnic pavilion; and replace the concession stand metal doors and frames, which were found to be damaged beyond repair.

The costs of these additional items have been offset by material changes within the contract (a 52” pipe was found to be unnecessary for the project), therefore the contract amount will remain the same.

Heflin Engineering has reviewed the change order and recommends approval. This project is being funded through the general obligation bond and funds received from the Jackson County Board of Supervisors.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council approve Change Order No. 2 for the Bacot Park Improvements Project.

The City Council may:

- 1) Approve Change Order No. 2 as presented; or
- 2) Not approve Change Order No. 2 as presented.

ATTACHMENTS:

1. Change Order 2

CONTRACT CHANGE ORDER NO.2

CHANGE ORDER NO. 2

STATE: Mississippi

DATE: March 30, 2021

COUNTY: Jackson

CONTRACT FOR: Bacot Park Improvements

OWNER: City of Gautier

CONTRACTOR: Starks Contracting Co., Inc.

CONTRACT TIME:

270 Calendar Days

CONTRACT START DATE:

1/11/2021

ORIGINAL COMPLETION DATE:

10/8/2021

CONTRACT TIME (INCREASE/DECREASE):

8 Calendar Days

REVISED COMPLETION DATE:

10/16/2021

<u>ITEM</u> <u>NO.</u>	<u>QUANTITY</u> <u>CHANGE</u>	<u>ITEM</u>	<u>UNIT</u> <u>PRICE</u>	<u>EXTENSION</u>
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See Attachment

Original Contract Amount: \$ 2,147,270.00
Revised Amount by Previous Change Order(s): \$ (146,000.00)
Previous Revised Contract Amount: \$ 2,001,270.00
Total This Change - Increase/(Decrease): \$ -
Total Revised Contract Amount: \$ 2,001,270.00

Justification: Changes required by field discoveries and conditions.

This document will become a supplement to the Contract and all provisions will apply hereto.

Executed:

OWNER:

(City of Gautier)

DATE: _____

ENGINEER:



(Heflin Engineering, Inc.)

DATE: 3/30/2021

CONTRACTOR:



(Starks Contracting Co., Inc.)

DATE: 3/30/21

ATTACHMENT TO CONTRACT CHANGE ORDER NO.2

ITEM NO.	CONTRACT QTY	UNIT	DESCRIPTION	UNIT PRICE	CONTRACT EXTENSION	REVISED QTY	REVISED EXTENSION	CHANGE ORDER QTY	CHANGE ORDER EXTENSION
<i>General Work Items</i>									
1	1	LS	Mobilization, Demobilization	\$ 30,000.00	\$ 30,000.00	1	\$ 30,000.00	0	\$ -
2	1	LS	Erosion & Pollution Control (Silt Fence, Wattles, and Related Items)	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	0	\$ -
3	1	LS	Clearing & Grubbing	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00	0	\$ -
4	2800	SY	Remove Asphalt Pavement, All Depths	\$ 4.50	\$ 12,600.00	2800	\$ 12,600.00	0	\$ -
5	450	SY	Remove Concrete Pavement, All Depths	\$ 12.00	\$ 5,400.00	450	\$ 5,400.00	0	\$ -
6	1750	SY	Remove Gravel Parking	\$ 1.60	\$ 2,800.00	1750	\$ 2,800.00	0	\$ -
7	1	LS	Remove Fencing, All Types & Sizes	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	0	\$ -
8	1	LS	Remove Northeast Concession Stand	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00	0	\$ -
9	1	LS	Remove Northeast Restroom Building	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	0	\$ -
10	1	LS	Removal of Structures and Obstructions	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0	\$ -
11	2	EA	Cap and Abandon Water Well	\$ 3,750.00	\$ 7,500.00	2	\$ 7,500.00	0	\$ -
12	0	CY	Undercut Excavation (FM)	\$ 10.50	\$ -	0	\$ -	0	\$ -
12A	1800	CY	Undercut Excavation (FM) w/o Fabric	\$ 7.35	\$ 13,230.00	1800	\$ 13,230.00	0	\$ -
12B	1800	SY	Woven Geotextile Fabric	\$ 3.15	\$ 5,670.00	1800	\$ 5,670.00	0	\$ -
13	1800	CY	Select Fill, Borrow, Contractor Furnished (FM)	\$ 15.00	\$ 27,000.00	1800	\$ 27,000.00	0	\$ -
14	1	LS	General Site Grading	\$ 25,000.00	\$ 25,000.00	1	\$ 25,000.00	0	\$ -
15	1	LS	Inlets, Catch Basins, and Drainage Structures (All Types)	\$ 40,000.00	\$ 40,000.00	1	\$ 40,000.00	0	\$ -
16	1	EA	Inlet Removal and New Junction Box at 52" Pipe	\$ 12,500.00	\$ 12,500.00	1	\$ 12,500.00	0	\$ -
17	1	EA	Inlet Removal and 52" Pipe Splice	\$ 10,000.00	\$ 10,000.00	0	\$ -	-1	\$ (10,000.00)
18	1	LS	Drainage Pipe and Flared End Sections per Plans	\$ 37,500.00	\$ 37,500.00	1	\$ 37,500.00	0	\$ -
19	2	EA	Repair Existing Inlet	\$ 1,250.00	\$ 2,500.00	2	\$ 2,500.00	0	\$ -
20	160	CY	South Parking Lot Gravel Overlay	\$ 125.00	\$ 20,000.00	160	\$ 20,000.00	0	\$ -
21	1	LS	South Parking Lot ADA Parking Pad	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0	\$ -
22	850	SF	Concrete Driveway Apron	\$ 21.00	\$ 17,850.00	850	\$ 17,850.00	0	\$ -
23	1200	SY	Concrete Sidewalks & Ramps	\$ 70.00	\$ 84,000.00	1200	\$ 84,000.00	0	\$ -
24	30	LF	Curb & Gutter (All Types)	\$ 23.00	\$ 690.00	30	\$ 690.00	0	\$ -
25	1	ALLOW	Materials Testing	\$ 6,000.00	\$ 6,000.00	1	\$ 6,000.00	0	\$ -
<i>Baseball Field #1 and #2</i>									
26	1	LS	Baseball Field #1 & #2 - Grading & Preparation	\$ 75,000.00	\$ 75,000.00	1	\$ 75,000.00	0	\$ -
27	1	LS	Baseball Field #1 & #2 - Fencing & Gates	\$ 67,000.00	\$ 67,000.00	1	\$ 67,000.00	0	\$ -
28	1	LS	Baseball Field #1 & #2 - Dugouts	\$ 35,000.00	\$ 35,000.00	1	\$ 35,000.00	0	\$ -
29	1	LS	Baseball Field #1 & #2 - Water Supply	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	0	\$ -
30	1	LS	Baseball Field #1 & #2 - Baseball Field Equipment	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	0	\$ -
31	0	EA	Baseball Field Marking Equipment	\$ 2,500.00	\$ -	0	\$ -	0	\$ -
32	1	LS	Baseball Field #1 - Relamp All Fixtures, Repair Non-Working Units, Install Salvaged Sports Lighting Fixtures Where Required	\$ 6,250.00	\$ 6,250.00	1	\$ 6,250.00	0	\$ -

ITEM NO.	CONTRACT QTY	UNIT	DESCRIPTION	UNIT PRICE	CONTRACT EXTENSION	REVISED QTY	REVISED EXTENSION	CHANGE ORDER QTY	CHANGE ORDER EXTENSION
32-CO2	0	LS	Baseball Field #1 - Replace Electrical Panelboard	\$ 1,985.00	\$ -	1	\$ 1,985.00	1	\$ 1,985.00
33	1	LS	Baseball Field #2 - Relamp All Fixtures, Repair Non-Working Units, Install Salvaged Sports Lighting Fixtures Where Required	\$ 6,250.00	\$ 6,250.00	1	\$ 6,250.00	0	\$ -
34	1	LS	Baseball Field #2 - Electrical Feeder, Panel, Distribution & All Related Items	\$ 6,250.00	\$ 6,250.00	1	\$ 6,250.00	0	\$ -
Basketball Pavilion									
35	1	LS	Reinforced Concrete Foundation	\$ 130,000.00	\$ 130,000.00	1	\$ 130,000.00	0	\$ -
35-CO2	0	LS	Reinforced Concrete Foundation - Additional Reinforcing Steel Cages	\$ 3,125.00	\$ -	1	\$ 3,125.00	1	\$ 3,125.00
36	1	LS	Basketball Pavilion Structure	\$ 180,000.00	\$ 180,000.00	1	\$ 180,000.00	0	\$ -
37	1	LS	Post Tension Concrete Slab	\$ 65,000.00	\$ 65,000.00	1	\$ 65,000.00	0	\$ -
38	1	LS	Court Surfacing	\$ 12,750.00	\$ 12,750.00	1	\$ 12,750.00	0	\$ -
39	2	EA	Basketball Goal System	\$ 10,000.00	\$ 20,000.00	2	\$ 20,000.00	0	\$ -
40	1	LS	Volleyball System	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	0	\$ -
41	1	LS	Electrical Feeder, Panel, Distribution, Lighting & All Related Items	\$ 7,500.00	\$ 7,500.00	1	\$ 7,500.00	0	\$ -
Football Field									
42	0	LS	Clean, Prep, and Paint Goal Posts	\$ 4,000.00	\$ -	0	\$ -	0	\$ -
43	0	EA	Field Striping Machine	\$ 5,000.00	\$ -	0	\$ -	0	\$ -
44	1	LS	Football Field - Relamp All Fixtures, Repair Non-Working Units, Install Salvaged Sports Lighting Fixtures Where Required	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0	\$ -
Common Space, Site Furnishings & Miscellaneous Items									
45	880	LF	6' Decorative Fencing & Gates	\$ 52.00	\$ 45,760.00	880	\$ 45,760.00	0	\$ -
46	32	EA	Decorative Fence Pilaster	\$ 1,500.00	\$ 48,000.00	32	\$ 48,000.00	0	\$ -
47	1975	LF	6' Black Vinyl, Chainlink Perimeter Fencing & Gates	\$ 30.00	\$ 59,250.00	1975	\$ 59,250.00	0	\$ -
48	0	LS	Playground Equipment	\$ 70,000.00	\$ -	0	\$ -	0	\$ -
48A	1	LS	Playground Equipment, w/ 3-bay Swing, w/o Oodle Swing & Geoplex Navigator	\$ 35,000.00	\$ 35,000.00	1	\$ 35,000.00	0	\$ -
49	1	LS	Splash Pad Expansion	\$ 100,000.00	\$ 100,000.00	1	\$ 100,000.00	0	\$ -
50	1	LS	Decorative Screen Wall w/ Lighting	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	0	\$ -
51	1	ALLOW	Artwork for Screen Wall	\$ 9,500.00	\$ 9,500.00	1	\$ 9,500.00	0	\$ -
52	1	LS	Brick Knee Wall at Concession Stand	\$ 12,500.00	\$ 12,500.00	1	\$ 12,500.00	0	\$ -
53	4	EA	Picnic Tables	\$ 1,700.00	\$ 6,800.00	4	\$ 6,800.00	0	\$ -
54	7	EA	Site Bench w/ Concrete Pad	\$ 1,000.00	\$ 7,000.00	7	\$ 7,000.00	0	\$ -
55	8	EA	Trash Receptacles	\$ 800.00	\$ 6,400.00	8	\$ 6,400.00	0	\$ -
56	1	ALLOW	Park Signage	\$ 5,000.00	\$ 5,000.00	1	\$ 4,375.00	0	\$ (625.00)
57	2	EA	Aluminum Player Benches, 15'	\$ 1,000.00	\$ 2,000.00	2	\$ 2,000.00	0	\$ -
58	4	EA	Aluminum Player Benches, 21'	\$ 1,250.00	\$ 5,000.00	4	\$ 5,000.00	0	\$ -
59	2	EA	Aluminum Player Benches, 27'	\$ 1,500.00	\$ 3,000.00	2	\$ 3,000.00	0	\$ -
60	6	EA	Aluminum Bleacher, 4-Row, 7'-6", Tip & Roll	\$ 2,335.00	\$ 14,010.00	6	\$ 14,010.00	0	\$ -
Existing Building Renovation & Improvements									
61	1	LS	Police Substation - Renovation & Improvements	\$ 15,000.00	\$ 15,000.00	1	\$ 15,000.00	0	\$ -
62	0	LS	Police Substation - Metal Roof System	\$ 30,000.00	\$ -	0	\$ -	0	\$ -
62A	1	LS	Police Substation - Metal Roof System, Corrugated Metal	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	0	\$ -
63	625	SF	Police Substation - Remove and Replace Roof Sheathing	\$ 6.00	\$ 3,750.00	625	\$ 3,750.00	0	\$ -

ITEM NO.	CONTRACT QTY	UNIT	DESCRIPTION	UNIT PRICE	CONTRACT EXTENSION	REVISED QTY	REVISED EXTENSION	CHANGE ORDER QTY	CHANGE ORDER EXTENSION
64	1	LS	Police Substation - Alarm System	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	0	\$ -
65	0	LS	Press Box - Renovation & Improvements	\$ 50,000.00	\$ -	0	\$ -	0	\$ -
65A	1	LS	Press Box - Demolition	\$ 4,000.00	\$ 4,000.00	1	\$ 4,000.00	0	\$ -
66	0	LS	Press Box - Alarm System	\$ 1,500.00	\$ -	0	\$ -	0	\$ -
67	1	LS	Concession Stand - Renovation & Improvements	\$ 60,000.00	\$ 60,000.00	1	\$ 60,000.00	0	\$ -
67-CO2	0	LS	Concession Stand - Replace Exterior Hollow Metal Frames and Door	\$ 3,950.00	\$ -	1	\$ 3,950.00	1	\$ 3,950.00
68	1	LS	Concession Stand - Alarm System	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	0	\$ -
69	1	LS	Existing Maintenance Building - Exterior Improvements	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0	\$ -
<i>Landscape Items</i>									
70	45	EA	Natchez Crepe Myrtle	\$ 162.50	\$ 7,312.50	45	\$ 7,312.50	0	\$ -
71	30	EA	Dwarf Pfizer Juniper	\$ 62.50	\$ 1,875.00	30	\$ 1,875.00	0	\$ -
72	112	EA	Big Blue Liriope	\$ 22.50	\$ 2,520.00	112	\$ 2,520.00	0	\$ -
73	1100	SF	Pine Bark Mulch	\$ 2.00	\$ 2,200.00	1100	\$ 2,200.00	0	\$ -
74	11	ACRE	Seed, Fertilize, Mulch	\$ 4,375.00	\$ 48,125.00	11	\$ 48,125.00	0	\$ -
75	3000	SY	Solid Sod, Bermuda	\$ 6.50	\$ 19,500.00	3000	\$ 19,500.00	0	\$ -
<i>General Electrical Work Items</i>									
76	1	LS	Electrical Demolition	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0	\$ -
77	1	LS	Remove Sports Lighting Poles & Salvage Fixtures	\$ 10,000.00	\$ 10,000.00	1	\$ 10,000.00	0	\$ -
78	15	EA	Pullbox Repair	\$ 2,500.00	\$ 37,500.00	15	\$ 37,500.00	0	\$ -
79	35	EA	New Sports Lighting Ballast	\$ 357.00	\$ 12,495.00	35	\$ 12,495.00	0	\$ -
80	35	EA	New Sports Lighting Lens	\$ 357.00	\$ 12,495.00	35	\$ 12,495.00	0	\$ -
81	0	LS	CCTV System	\$ 100,000.00	\$ -	0	\$ -	0	\$ -
81A	1	LS	CCTV System - Revised	\$ 58,000.00	\$ 58,000.00	1	\$ 58,000.00	0	\$ -
<i>Additive Alternate #1 - Picnic Pavilion</i>									
A1-1	0	CY	Undercut Excavation (FM)	\$ 10.50	\$ -	0	\$ -	0	\$ -
A1-1A	225	CY	Undercut Excavation (FM) w/o Fabric	\$ 7.35	\$ 1,653.75	225	\$ 1,653.75	0	\$ -
A1-1B	225	SY	Woven Geotextile Fabric	\$ 3.15	\$ 708.75	225	\$ 708.75	0	\$ -
A1-2	225	CY	Select Fill, Borrow, Contractor Furnished (FM)	\$ 15.00	\$ 3,375.00	225	\$ 3,375.00	0	\$ -
A1-3	1	LS	Picnic Pavilion Structure with Slab	\$ 92,500.00	\$ 92,500.00	1	\$ 92,500.00	0	\$ -
A1-3-CO2	0	LS	Picnic Pavilion Structure with Slab - Additional Reinforcing Steel Cages	\$ 1,565.00	\$ -	1	\$ 1,565.00	1	\$ 1,565.00
A1-4	4	EA	Picnic Tables	\$ 1,700.00	\$ 6,800.00	4	\$ 6,800.00	0	\$ -
A1-5	1	LS	Electrical Distribution, Lighting & All Related Items	\$ 20,000.00	\$ 20,000.00	1	\$ 20,000.00	0	\$ -
A1-6	1	ALLOW	Materials Testing	\$ 1,500.00	\$ 1,500.00	1	\$ 1,500.00	0	\$ -
<i>Additive Alternate #11 - Miscellaneous Items</i>									
A11-C	150	EA	Wood Bollard	\$ 250.00	\$ 37,500.00	150	\$ 37,500.00	0	\$ -
<i>Additive Alternate #12 - Scoreboards</i>									
A12-A	2	EA	Basketball Scoreboard, Complete	\$ 8,750.00	\$ 17,500.00	2	\$ 17,500.00	0	\$ -
					<u>\$ 2,001,270.00</u>		<u>\$ 2,001,270.00</u>	<u>\$</u>	<u>-</u>



STARKS CONTRACTING CO., INC.

1538 POPPS FERRY RD/PO BOX 7149, BILOXI, MISSISSIPPI 39540-7149
PHONE (228) 392-4584 FAX (228) 392-4565

TITLE: Replace Hollow Metal Door Frames & Door At
Concession Stand

PROJECT: 728
728 Bacot Park Improvements

TO: Attn: Austin Moore, P.E.
Heflin Engineering
PO BOX 47
BRANDON, MS 39043-0047
Phone:601/824-7569 Fax:601/824-0590

PROPOSED CHANGE ORDER

NO. 1

DATE: 03/08/2021

ORIG: Field Directive

DESCRIPTION

We hereby submit specifications and estimates for:

Furnishing all labor, material and equipment necessary to remove and replace (4ea.) existing exterior hollow metal door frames that are beyond repair and provide and install (1ea.) new hollow metal door not called for in the drawings all located at the exterior openings of the existing Concession Building which work includes cutting-out and removing the existing hollow metal frames that are laid up in existing CMU walls and replace with new galvanized (16ga) retrofit frames and install a new galvanized (18ga) hollow metal door leading into the main concession area all in accordance with my conversations with Austin Moore for the sum of THREE THOUSAND, NINE HUNDRED FIFTY AND 00/100 DOLLARS.

The time required to complete these modifications will be three (3) days from the date of approval. If accepted this will extend the contract time by this time.

Num Item	Description	Ref	Qty Unit	Unit Price	Amount
1	Replace Exterior H.M. Frames & Door		1.000	3,950.00	3,950.00
Item Total:					\$3,950.00
Total:					\$0.00
Total:					\$3,950.00

CC: File

APPROVAL

By: 
Robert M. Starks

Date: 03/08/2021

By: _____

Date: _____

ESTIMATE RECAPITULATION

Project: Bacot Park Improvements
 Location: 2617 Ladnier Road, Gautier, MS 39553
 Project Engineer: Heflin Engineering

Estimate #1
 Sheet #CO #1
 Date: 01/13/21

(Add)Additional H.M. Frames, Door & Hardware - CO #1

DESCRIPTION	QU.	UNIT	PRICE	MATERIAL/SUB COST	PRICE	LABOR COST	TOTAL COST
Remove Existing Frames	4	EA	50.00	200.00	100.00	400.00	600.00
Patch Existing CMU Jambs	1	LS	25.00	25.00	225.00	225.00	250.00
Hollow Metal Door Frames - Retrofit	4	EA	200.00	800.00	50.00	200.00	1000.00
Hollow Metal Door	1	EA	500.00	500.00	75.00	75.00	575.00
Finish Door Hardware	1	SET	255.00	255.00	100.00	100.00	355.00
SUB-TOTAL C.O. #1				1780.00		1000.00	2780.00
LABOR BURDEN		40%				400.00	400.00
						1400.00	3180.00
TAXES, BONDS, INSURANCE & FEES		8%					254.40
							3434.40
OVERHEAD & PROFIT		15%					515.16
TOTAL C.O. #1							3949.56



STARKS CONTRACTING CO., INC.

1538 POPPS FERRY RD/PO BOX 7149, BILOXI, MISSISSIPPI 39540-7149
PHONE (228) 392-4584 FAX (228) 392-4565

TITLE: Provide Reinforcing Steel Cages At PEMB Column Footings
PROJECT: 728
728 Bacot Park Improvements
TO: Attn: Austin Moore, P.E.
Heflin Engineering
PO BOX 47
BRANDON, MS 39043-0047
Phone:601/824-7569 Fax:601/824-0590
PROPOSED CHANGE ORDER NO. 2A & B
DATE: 03/08/2021
ORIG: Architect Revision

DESCRIPTION

We hereby submit specifications and estimates for:

Furnishing all labor, material and equipment necessary to provide additional reinforcing steel cages with vertical at the Pre-engineered Metal Building column footings all in accordance with plan revision #3 of the structural drawings dated February 26, 2021 for the sum of FOUR THOUSAND, SIX HUNDRED NINETY AND 00/100 DOLLARS.

The time required to complete these modifications will be three (3) days from the date of approval. If accepted this will extend the contract time by this time.

Num	Item	Description	Ref	Qty	Unit	Unit Price	Amount
2	A	Reinforcing Steel Cages - Basketball Pavilion		1.000		3,125.00	3,125.00
2	B	Reinforcing Steel Cages - Picnic Pavilion		1.000		1,565.00	1,565.00
Item Total:							\$4,690.00
Total:							\$0.00
Total:							\$4,690.00

CC: File

APPROVAL

By: _____

Robert M. Starks

Date: 03/08/2021

By: _____

Date: _____

ESTIMATE RECAPITULATION

Project: Bacot Park Improvements
 Location: 2617 Ladnier Road, Gautier, MS 39553
 Project Engineer: Heflin Engineering

Estimate #1
 Sheet #CO #2A & B
 Date: 03/08/21

(Add)Provide Reinforcing Steel Anchor Bolt Cages @ Basketball Pavilion Foundation - CO #2A

DESCRIPTION	QU.	UNIT	PRICE	MATERIAL/SUB COST	PRICE	LABOR COST	TOTAL COST
QUALITY COURTS - TURN KEY	1	LS	2516.00	2516.00	0.00	0.00	2516.00
Reinforcing Steel	1	LS	SEE ABOVE				
SUB-TOTAL C.O. #2A				2516.00		0.00	2516.00
LABOR BURDEN		40%				0.00	0.00
						0.00	2516.00
TAXES, BONDS, INSURANCE & FEES		8%					201.28
							2717.28
OVERHEAD & PROFIT		15%					407.59
TOTAL C.O. #2A							3124.87

(Add)Provide Reinforcing Steel Anchor Bolt Cages @ Picnic Pavilion Foundation - CO #2B

DESCRIPTION	QU.	UNIT	PRICE	MATERIAL/SUB COST	PRICE	LABOR COST	TOTAL COST
Reinforcing Steel	1	LS	1260.00	1260.00	0.00	0.00	1260.00
SUB-TOTAL C.O. #2B				1260.00		0.00	1260.00
LABOR BURDEN		40%				0.00	0.00
						0.00	1260.00
TAXES, BONDS, INSURANCE & FEES		8%					100.80
							1360.80
OVERHEAD & PROFIT		15%					204.12
TOTAL C.O. #2B							1564.92



STARKS CONTRACTING CO., INC.

1538 POPPS FERRY RD/PO BOX 7149, BILOXI, MISSISSIPPI 39540-7149
PHONE (228) 392-4584 FAX (228) 392-4565

TITLE: Replace Damaged Electrical Panelboard At
Baseball Field #1

PROJECT: 728
728 Bacot Park Improvements

TO: Attn: Austin Moore, P.E.
Heflin Engineering
PO BOX 47
BRANDON, MS 39043-0047
Phone:601/824-7569 Fax:601/824-0590

PROPOSED CHANGE ORDER

NO. 3

DATE: 03/12/2021

ORIG: Field Directive

DESCRIPTION

We hereby submit specifications and estimates for:

Furnishing all labor, material and equipment necessary to replace damaged panelboard at Baseball Field #1 all in accordance with our conversations with Austin Moore for the sum of ONE THOUSAND, NINE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS.

The time required to complete these modifications will be two (2) days from the date of approval. If accepted this will extend the contract time by this time.

Num Item	Description	Ref	Qty Unit	Unit Price	Amount
3 A	Replace Damaged Panelboard - Baseball Field #1		1.000	1,985.00	1,985.00
Item Total:					\$1,985.00
Total:					\$0.00
Total:					\$1,985.00

CC: File

APPROVAL

By:


Robert M. Starks

Date: 03/12/2021

By: _____

Date: _____

ESTIMATE RECAPITULATION

Project: Bacot Park Improvements
 Location: 2617 Ladnier Road, Gautier, MS 39553
 Project Engineer: Heflin Engineering

Estimate #1
 Sheet #CO #3A
 Date: 03/12/21

(Add)Replace Damaged Panelboard @ Baseball Field #1 - CO #3

DESCRIPTION	QU.	UNIT	PRICE	MATERIAL/SUB COST	PRICE	LABOR COST	TOTAL COST
Electrical	1	LS	1598.89	1598.89	0.00	0.00	1598.89
SUB-TOTAL C.O. #3				1598.89		0.00	1598.89
LABOR BURDEN		40%				0.00	0.00
						0.00	1598.89
TAXES, BONDS, INSURANCE & FEES		8%					127.91
							1726.80
OVERHEAD & PROFIT		15%					259.02
TOTAL C.O. #3							1985.82

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

Council Meeting:
Title:

April 20, 2021
Approval to amend the Comprehensive Fee
Schedule for the Parks and Recreation
Department

Introduced by:
Contact Person/Telephone

Chassity Bilbo 497-8000

Summary Explanation: Authorization to amend the Comprehensive Fee Schedule to for the Parks and Recreation Department in order to increase the rental fee of Pavilion A&B at George Martin City Park from \$35 to \$40 and remove all refundable deposits for Pavilion A&B at George Martin City Park

EXHIBITS FOR REVIEW

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

Staff Recommendation:

Approval

Motion Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
								Anderson	☐
								Colledge	☐

Second Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
								Anderson	☐
								Colledge	☐

Voted as follows:		AYES	NAYS	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

RESOLUTUION NUMBER 000-2021

**RESOLUTION AMENDING THE COMPREHENSIVE FEE SCHEDULE FOR THE
PARKS AND RECREATION DEPARTMENT**

BE IT RESOLVED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City of Gautier Comprehensive Fee Schedule for the Parks and Recreation Department shall be amended.

WHEREAS, the rental fee for Pavilion A&B at George Martin City Park will increase from \$35 to \$40; and

WHEREAS, the refundable deposit for Pavilion A&B at George Martin City Park will be removed; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that amending the Comprehensive Fee Schedule to include the increase in rental fees for Pavilion A&B at George Martin City Park and removal of refundable deposits for Pavilion A&B at George Martin City Park 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 April 20, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Chassity Bilbo, Recreation Director
Date: April 13, 2021
Subject: Approval to amend Comprehensive Fee Schedule for the Parks and Recreation Department

REQUEST:

The Recreation Department requests that Council amend the Comprehensive Fee Schedule to reflect the following changes:

- Increase the rental fee of Pavilion A & B at George Martin City Park from \$35 to \$40
- Remove all refundable deposits for pavilion A&B at George Martin City Park

BACKGROUND:

The Recreation Director has been evaluating the operations of the Recreation Department and has found that the City Clerk's office that handles all reservations for the City is having issues with renters returning to pick up their \$15.00 refundable deposit.

DICUSSION:

In an effort to make the rental of the pavilions at George Martin City Park more efficient and after discussions with staff, it will be beneficial of staff and the renters time to remove the refundable deposit requirement with a slight increase in the rental fee.

RECOMMENDATION:

The Recreation Department recommends that City Council amend the Comprehensive Fee Schedule to reflect the following changes:

- Increase the rental fee of the Pavilion A & B at George Martin City Park from \$35 to \$40
- Remove all refundable deposits for pavilion A&B at George Martin City Park

The City Council may:

1. Amend the Comprehensive Fee Schedule as reflected above,
2. Not amend the Comprehensive Fee Schedule as reflected above; or
3. Amend the Comprehensive Fee Schedule with corrections

ATTACHMENT(S):

Comprehensive Fee Schedule

City of Gautier Comprehensive Fee Schedule



Revised March 5, 2019

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BUILDING/PLANNING

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	BUILDING, MECHANICAL, ELECTRICAL, & PLUMBING CONSTRUCTION PERMITS			
	Construction Valuation \$0 - 100,000	Each	\$25 for 1st \$1,000 + \$5 each add'l \$1,000	Construction valuation to be determined by the Building and Zoning Administrator based on the latest Building Valuation Data (BVD) from the International Code Council (ICC) or Certified Bid Tabulation.
	Construction Valuation \$100,001 - \$500,000	Each	\$520 for \$100,000 + \$4 each add'l \$1,000	Construction valuation to be determined by the Building and Zoning Administrator based on the latest Building Valuation Date (BVD) from the International Code Council (ICC) or Certified Bid Tabulation.
	Construction Valuation \$500,001 - up	Each	\$2120 for \$500,000 + \$3 each add'l \$1,000	Construction valuation to be determined by the Building and Zoning Administrator based on the latest Building Valuation Date (BVD) from the International Code Council (ICC) or Certified Bid Tabulation.
II.	SITE PREPARATION - PERMITS			
	Demolition - Commercial Structure			Includes demolition of commercial building and accessory structures only.
	0 - 5,000 square feet	Each	\$250.00	
	5,001 - up square feet	Each	\$250.00 for 5,000 sf + \$50 each add'l 5,000 sf	
	Demolition - Commercial Site			Include demolition of site work improvements including pavement, utilities, septic tanks, wells, flag poles, retaining walls, bulk heads, etc.
	0 - 5 Acres	Each	\$250.00	
	5.01 - Up Acres	Each	\$250.00 for 5 ac + \$50 each add'l 5 ac	
	Site Clearing/Demolition/Land Disturbance			
	0 - 0.9 Acres	Each	\$25.00	Required for land disturbance activities (mowing/bush hogging-only does not require a permit). Removal of protected trees requires a separate permit.
	1 - 4.9 Acres	Each	\$50.00	
	5 - Up Acres	Each	\$100.00	
	Bulk Head Construction Permit Fee	Each	\$50.00	
	Protected Tree Removal	Each	\$50.00	Live Oaks/Magnolia an any other significant trees are considered protected trees.
III.	MOBILE HOME/HOUSE MOVING PERMITS			
	New Placement or Moving Unit out of City	Each	\$150 + \$250 Refundable Deposit	Mobile Home/Trailer Moving Companies proof shall be provided. Deposit will be refunded once the city has verified that no damage was incurred to the city right of ways, vacated lot is cleaned up (as applicable), and new placement is complete. (As required by Police Chief)
	Mechanical, Electrical, Plumbing Permits		See Section I. for permits fees based on new construction valuation	
IV.	MISCELLANEOUS PERMITS/FEEES			
	Special Exception Application Fee	Each	\$250.00	
	Commercial Signs	Each	\$25.00	Per Sign including, New Placement, Copy Change, or Repair (Free Standing, Wall, Canopy, Roof)
	Temporary Banners (Within Right-of-Way)	Each	\$0.00	Banners must meet the minimum Criteria of the City of Gautier's policy for Banners Within Public Rights-of-Way
	Temporary Banner (Private Commercial Property)	Each	\$20.00	Per Time Period Allowed by UDO. Fee will include any combination of banners/signage up to the square footage allowed.
	Power Service Authorization/Inspection	Each	\$25.00	
	New Business	Each	\$100.00	

*Projects funded/administered by the City of Gautier and/or the Pascagoula-Gautier School District are not subject to permitting fees.

*Projects funded/administered by the Pascagoula-Gautier School District are however, subject to applicable Review/Approval Process Fees.

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	Rummage Sale	Each	\$0.00	Commercial Only. No permit required for residential property.
	Temporary Use	Each	\$25.00	Christmas Tree Sales Lot, Contractor's Temporary Office/Storage Sheds (per building/structure), Portable Storage Container, Realestate Sales Office, Farm Produce/Non-Perishable Goods Sales, Special Events (Private Commercial Property). Special Events on public property will be approved by the City Clerk's Office.
	Swimming Pools	Each	See Section I. for permits fees based on new construction valuation	Bond required for all off-site improvements over \$10,000 valuation.
	Off-Site Improvements	Each		
	Subdivision Infrastructure	Each		
	Re-inspection Fee	Each		\$25.00
	Work W/O Permit	Each	Up to 5x Normal Permit Fees	Building and Zoning Administrator will determine the fee based on the latest edition of the International Code Council
	City Construction Project		Permit is required, but no fee will be charged	
V.	CONTRACTOR LICENSE			
	General		no charge	Must have License issued by the State of Ms.
	Remodelers		\$100 for Gautier License or No Charge if Licensed through State of Ms.	
	Electrical		\$50 for Gautier License or No Charge if Licensed through State of Ms.	
	Mechanical			
	Plumbing			
VI.	REVIEW/APPROVAL PROCESS FEE			
	Plan Review			
	Commercial Plan Review	Each	1/2 Permit Fee or Cost of 3rd Party Review (whichever is higher)	
	Subdivision Infrastructure Plan Review	Each		
	Residential - New House	Each	\$50.00	Includes any new house or addition/accessory structure over 750 sf
	Residential - Misc. Plan Review	Each	\$25.00	Includes sheds, decks, additions/accessory structures (under 750 sf), renovations, ramps, driveways, bulkheads, retaining walls, flag poles, boathouses, piers, etc.
	Major Development Order	Each	\$100.00	For all Commercial Developments over 2.25 acres (unless exempt by UDO). Or developments requesting Tier 3 approval. Required Planning Commission and City Council Review.
	Landfill Site Operating Permit			
	new, expanding and modifications	Each	\$150.00	
	annual renewal only	annually	\$50.00	with no changes in operations
	Appeal Staff Decision to Planning Commission	Each	\$100.00	
	Appeal Planning Commission Decision to Council	Each	\$100.00	
	Right-of-Way Vacation	Each	\$250.00	
	Conditional Use (Major/Minor)	Each	\$250.00	
	Special Exception Application Fee	Each	\$250.00	
	Technical Review Committee (TRC) Review Meeting	Each	\$50.00	TRC Fee is not charged if it is a part of another review process listed in this section.
	Technical Review Committee (TRC) Review without Meeting	Each	\$0.00	Review materials will be e-mailed to TRC members in lieu of having an official meeting if the applicant waives their right to attend a meeting.
	Variance - Greater than 30%	Each	\$175.00	
	Variance - Administrative	Each	\$100.00	
	Zoning Change	Each	\$300.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	Text Amendment	Each	\$250.00	
	Home Occupation	Each	\$125.00	
	Lot Split/Rearrangement (Minor)	Each	\$50.00	under 2.25 acres
	Lot Split/Rearrangement (Major)	Each	\$100.00	over 2.25 acres and/or 2 lots
	Subdivision of Land Process - Preliminary/Final	Each	\$100.00 + \$6 per lot	
	Other Public Hearing Requests	Each	\$100.00	

PARKS & RECREATION

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	GENERAL PARK AND RECREATION (RENTAL FEES)			
	GEORGE MARTIN PARK			
	Whole Park Rental	Day	\$500.00 + \$250 refundable Deposit	
	pavilion -(8am to 12pm)	Day	\$35.00 + \$15 refundable deposit	
	pavilion -(12pm to 4pm)	Day	\$35.00 + \$15 refundable deposit	
	pavilion -(4pm to dusk)	Day	\$35.00 + \$15 refundable deposit	
	pavilion -(all day)		\$100.00 + \$30 refundable deposit	
	Senior Center Building			
	resident	Day	\$150.00 + \$100 refundable Deposit	
	non resident	Day	\$150.00 + \$100 refundable Deposit	
	BUDDY DAVIS PARK / BACOT PARK			
	Whole Park Rental	Day	\$500.00 + \$350 refundable Deposit	
	Field Rental (8am to 1pm)	Each	\$50.00 + \$50 refundable Deposit	Any one field
	Field Rental (1pm to 5pm)	Each	\$50.00 + \$50 refundable Deposit	Any one field
	Field Rental (5pm to 10pm)	Each	\$75.00 + \$100 refundable Deposit	Any one field
	Field Rental (All Day)	Each	\$150.00 + \$100 refundable Deposit	Any one field
	Field Light Charge when left on	Each Day	\$100.00	Any Field/Any Park
	SHEPARD STATE PARK			
	Camping (RV sites)			
	nightly	Day	\$18.00	
	nightly (65 or older/ or disable)	Day	\$13.00	
	monthly	Monthly	\$360.00	
	camping (primitive)	Per Tent/Day	\$13.00	
	Group/Scout Group (primitive)	per person/Day	\$2.00	
	Yearly pass	Yearly	\$42.00	Includes Daily Car Pass activities and archery lane use. Does not include facility rentals or camping.
	Daily Car Pass (Up to 6 People)	per car	\$4.00	\$.50 per person over 6. (Provides access to disc golf, dog park, playground, bike trails/ walking trails., etc.)xx
	Daily Walk In Pass /Bus/Bike	per person/Day	\$0.50	
	Boat Launch	per boat/Day	\$4.00	Campers Exempt from Boat Launch Fee

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	Archery Lane Use	per hour/ person	\$5.50	Must leave valid driver's license with park attendant until fee is paid upon leaving park.
	Park Pavilions	per day	\$35.00	
	Multi-purpose Field	per hour	\$6.00	
	Multi-purpose Field w/lights	per hour	\$12.00	
	CITY PROGRAM REGISTRATION FEES			
	Youth Football			
	Flag Football		\$70.00	
	Tackle Football		\$90.00	
	Youth Cheerleading		\$90.00	
	Youth Basketball		\$60.00	

CITY CLERK

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	ADMINISTRATION FEES			
	Photocopies	page	\$0.30	
	NSF Check Fee	Each	\$40.00	
	Candidate Filing Fee	Each	\$10.00	
	Audio/Video Tape Copies	Each	\$25.00 + hourly rate	
II.	PRIVILEGE LICENSE			
	1 – 3 employees		\$20.00	
	4 – 10 employees		\$30.00	
	11 and above		\$30.00	the 1 st ten employees and \$3 for each additional employee. The cost of the license will be determined by the number of full time employees.(30 hrs. a week or more)
III.	TRANSIENT VENDORS			
	Privilege License	Each	\$250.00	(should be renewed after 90 days for \$25.00)
	Privilege License Reprint	Each	\$15.00	
	Badge of Identifying Certificate	Each	\$15.00	
IV.	SUBPOENAS – personal appearance	Each	\$150.00	

PUBLIC WORKS/ UTILITIES

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	METER DEPOSIT FEES *			
	¾" meter		\$200.00	
	1" meter		\$250.00	
	1 ½" meter		\$300.00	
	2" meter		\$350.00	
	3" meter and above		meter cost plus two (2) months minimum bill	

*Move without notice will forfeit deposit

II.	WATER CHARGE			
	Minimum Charge of 3000 Gallons or Less	residential	\$24.75	
	1000 Gallons Over the Minimum	residential	\$8.25	
	Minimum Charge of 3000 Gallons or Less	commercial	\$25.50	
	1000 Gallons Over the Minimum	commercial	\$8.50	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
III.	SEWER CHARGE			
	Minimum Charge of 3000 Gallons or Less			
	Sewer Charge	residential	\$12.30	
	1000 Gallons Over the Minimum	residential	\$4.10	
	Wastewater Treatment Charge	residential	\$15.45	
	Minimum Charge of 3000 Gallons or Less			
	Sewer Charge	commercial	\$18.75	
	1000 Gallons Over the Minimum	commercial	\$6.25	
	Wastewater Treatment Charge	commercial	\$15.45	
	1000 Gallons Over the Minimum (wastewater treatment)		\$5.15	
	Sewer Only (Residential) Monthly Charge		\$42.00	
	Sewer Only (Commerical) Monthly Charge		\$100.00	
IV.	GARBAGE CHARGE			
	1 st Cart		\$21.00	
	Cart Delivery Fee (After Initial Set-up)		\$15.00	
	Special pick-up (one lift)	small load	\$50.00	
	Special pick-up (one lift)	large load	\$100.00	
V.	MISCELLANEOUS FEES			
	Capacity Charge (depending on usage)			
	0 to 9,999 gallons monthly		\$0.00	
	10,000 to 19,999 gallons monthly		\$50.00	
	20,000 to 49,999 gallons monthly		\$150.00	
	50,000 to 99,999 gallons monthly		\$350.00	
	100,000 to 199,999 gallons monthly		\$750.00	
	200,000 to 249,999 gallons monthly		\$1,000.00	
	greater than 250,000 gallons monthly		\$1,500.00	
	Reconnect for Lock off		\$65.00	
	Returned Check Fee		\$50.00	
	Late Charge Fee		\$35.00	
	Connection Service Fee		\$50.00	
	Reconnect Fee for Temporary Disconnect		\$30.00	
	Temporary Disconnect		\$30.00	
	Lock off for Non-payment		\$30.00	
	Illegal connection and/or Theft of Utilities		\$600.00 plus associated fees	
	Sewer Cleanout/Cap Tampering Fee		\$100.00	
	Sewer Inspection Fee (customer caused issue)		\$100.00	
	Transfer Fee		\$45.00	
	After Hours Calls - Other		\$50.00	
	3/4" Irrigation Meter - tap		\$255.00	
	1" Irrigation Meter - tap		\$375.00	
	Meter Locks		\$25.00	
	Meter Box Tamper Fee		\$60.00	
	Meter Relocate Fee		\$100.00	
	Meter Reread Fee		\$30.00	
	Pool Fill (Meter Only)		\$100.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
VI.	TAP FEES (Includes Water & Sewer)			divide by half for water only or sewer only
	3/4" tap connection	plus meter deposit	\$640.00	plus time and material cost
	1" tap connection	plus meter deposit	\$640.00	plus time and material cost
	1 1/2" tap connection	plus meter deposit	\$640.00	plus time and material cost
	2" tap connection	plus meter deposit	\$640.00	plus time and material cost
	3" tap connection	meter cost plus two (2) months minimum bill	\$640.00	plus time and material cost
	4" tap connection	meter cost plus two (2) months minimum bill	\$640.00	plus time and material cost
	6" tap connection	meter cost plus two (2) months minimum bill	\$640.00	plus time and material cost
	8" tap connection	meter cost plus two (2) months minimum bill	\$640.00	plus time and material cost

POLICE DEPARTMENT

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
I.	MISCELLANEOUS FEES (POLICE)			
	Accident Reports	Each	\$20.00	
	Parking Lot Reports	Each	\$10.00	
	Offense Reports	Each	\$10.00	(No charge on domestic or assault reports)
	Fingerprints	Each	\$15.00	
	Background Checks	Each	\$15.00	

FINANCE DEPARTMENT COURT

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
✓ I.	MUNICIPAL COURT FINES			
	IMPLIED CONSENT			
	DUI 1st offense		\$1,095.00	
	DUI 2nd offense		\$1,275.00	
	DUI 3rd offense		FELONY	
	DUI Drugs		\$1,095.00	
	ZERO TOLERANCE FOR MINORS			
	DUI 1st offense		\$575.00	
	DUI 2nd offense		\$825.00	
	TRAFFIC			
	following to close		\$172.00	
	handicap parking violation		\$250.00	
	improper parking		\$172.00	
	improper lane use		\$172.00	
	improper turn or failure to sign		\$172.00	
	improper passing		\$172.00	
	driving on wrong side of road		\$172.00	
	obstructing public street (obstruction of city street)		\$172.00	
	failure to chg. lanes-stopped emergency vehicle		\$343.00	
	pass stopped school bus		\$343.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	failure to yield blue lights/siren		\$343.00	
	failure to obey police/traffic		\$343.00	
	failure to yield- right of way		\$172.00	
	failure to yield emergency vehicle		\$343.00	
	failure to dim headlights		\$172.00	
	ran red light		\$172.00	
	ran stop sign		\$172.00	
	careless driving		\$212.00	
	reckless driving		\$252.00	
	drag racing		\$252.00	
	no motorcycle endorsement		\$242.00	
	parking in fire lane		\$242.00	
	no seatbelt in use		\$75.00	
	child restraint violation		\$168.00	
	SPEEDING			
	speeding in school zone		\$247.00	
	over (1-9 miles)		\$176.00	
	over (10 miles)		\$186.00	
	over (11 miles)		\$187.00	
	over (12 miles)		\$188.00	
	over (13 miles)		\$189.00	
	over (14 miles)		\$190.00	
	over (15 miles)		\$191.00	
	over (16 miles)		\$198.00	
	over (17 miles)		\$200.00	
	over (18 miles)		\$202.00	
	over (19 miles)		\$204.00	
	over (20 miles)		\$216.00	
	over (23 miles)		\$228.00	
	over (24 miles)		\$231.00	
	over (25 miles)		\$234.00	
	over (26 miles)		\$239.00	
	over (27 miles)		\$244.00	
	over (28 miles)		\$249.00	
	over (29 miles)		\$254.00	
	over (30 miles)		\$269.00	
	over (31 miles)		\$272.00	
	No Motor Vehicle Liability Insurance		\$643.00	
	Running Railroad Crossing Arms		\$363.00	
	Allow Unauthorized unlicensed person to drive		\$172.00	
	No Driver's License		\$342.00	
	Expired Driver's License		\$343.00	
	Suspended Driver's License-Alcohol involved		\$568.00	
	Suspended Driver's License		\$343.00	
	Leaving Scene Of An Accident		\$342.00	
	Leaving Scene w/Injuries		\$542.00	
	Improper Equipment		\$172.00	
	Failure To Wear Crash Helmet		\$172.00	
	Improper Load		\$172.00	
	Expired Tag		\$274.00	
	Improper Tag		\$274.00	
	No Tag		\$274.00	
	Switched Tag		\$274.00	
	Improper Display of Tag		\$274.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	TINTED WINDOWS			
	1st offense		\$205.00	
	2nd offense		\$242.00	
	3rd offense		\$342.00	
	ASSAULT AND WEAPONS			
	child neglect		\$553.00	
	domestic violence - 1st		\$553.00	
	domestic violence - 2nd		\$954.00	
	knowingly violate a protective		\$538.00	
	assault & battery		\$553.00	
	assault by threat		\$553.00	
	assault with weapon		\$704.00	
	assault on a minor		\$553.00	
	carry concealed weapon		\$405.00	
	discharge weapon		\$505.00	
	exhibit weapon		\$505.00	
	THEFT AND FALSE PRETENSE			
	solicit without permit		\$254.00	
	use credit card w/intent defraud		\$504.00	
	embezzlement		\$505.00	
	embezzlement (\$500.00 & over)		FELONY	
	false pretense		\$553.00	
	false reporting of a crime		\$553.00	
	home repair fraud		\$804.00	
	gambling		\$305.00	
	operate gambling house		\$490.00	
	trespass less than larceny		\$505.00	
	petit larceny		\$505.00	
	defrauding an innkeeper		\$553.00	
	theft of utilities		\$505.00	
	meter tampering		\$505.00	
	machine, coin oper/breaking in		\$505.00	
	giving away MDSE by employee		\$505.00	
	harassing, profane, telephone		\$490.00	
	bad check		\$553.00	
	uttering forgery		\$604.00	
	forgery		FELONY	
	receive stolen property (MISD)		\$505.00	
	receive stolen property (MISD)		FELONY	
	SHOPLIFTING			
	1st offense		\$553.00	
	2nd offense		\$953.00	
	3rd offense		FELONY	
	shoplifting, encourage or aid person under 18		\$553.00	
	ARREST AND POLICE OFFICER			
	false identifying information		\$304.00	
	simple assault on officer		\$653.00	
	resisting arrest		\$653.00	
	fleeing arrest		\$653.00	
	impersonate a police officer		\$653.00	
	interfere with duties of a police officer		\$304.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	ALCOHOLIC BEVERAGES			
	sell or give alcohol to minor		\$605.00	
	sell beer without license		\$605.00	
	unlawful to consume alcohol in public place		\$230.75	
	purchase or posses alcohol for minor		\$369.00	
	public drunk		\$305.00	
	NARCOTICS			
	Possession of Schedule III, IV, V		\$1,203.25	
	Possession of Marijuana		\$504.00	
	Possession of (Drug) Paraphernalia		\$504.00	
	ALLOW DOGS TO RUN LOOSE			
	1 st Offense		\$209.00	
	2 nd Offense		\$235.00	
	3 rd Offense		\$284.00	
	NO RABIES VACCINATION		\$304.00	
	Confinement Violations		\$304.00	
	General Owner Responsibility Violation		\$283.00	
	Dangerous Animals Non-Compliance		\$505.00	
	Failure to provide Vet care		\$283.00	
	Animal Cruelty		\$553.00	
	Animal Neglect		\$283.00	
	Fowl and Livestock Violation		\$283.00	
	Aggravated animal abuse		\$553.00	
	Smoking in Public Building		\$209.00	
	Public Profanity		\$304.00	
	Disturbing the Peace		\$304.00	
	Disorderly Conduct Failure to comply with Law Enforcement		\$304.00	
	Disorderly Conduct refuse to leave premises		\$304.00	
	Disorderly Conduct phys acts/profane language		\$304.00	
	Contempt of Court (Failure to Compile)		\$274.00	
	Contempt of Court (Failure to appear)		\$274.00	
	Contempt of Court (Failure to pay)		\$274.00	
	Aiding & Abetting in Bail Bond Jumping		\$505.00	
	Bail Bond Jumping MISD		\$553.00	
	Disturbance Nuisance - danger neighborhood		\$209.00	
	Disturbing Family Peace		\$304.00	
	Interference with City Officer		\$304.00	
	Care of Premises		\$233.00	
	Extortion		\$505.00	
	Curfew Violation		\$234.00	
	Contribute to Delinquency of Minor		\$505.00	
	Possession of Handgun by a Minor		\$505.00	
	Indecent Exposure		\$505.00	
	Obscene/Harassing Phone Calls		\$505.00	
	Escape		\$505.00	
	911 Abusive Calls		\$515.00	
	Misdemeanor Hindering Prosecution		\$505.00	
	Conspiracy to Commit a Crime		\$505.00	
	Fireworks Inside City Limits		\$219.00	
	Prostitution		\$505.00	
	Vagrancy		\$489.00	
	Hitch-Hiking		\$255.00	
	Trespassing		\$353.00	

	DESCRIPTION OF SERVICES	UNIT	FEE	NOTES
	Malicious Mischief (Face Value)		\$203.25	
	Loud Music		\$285.00	
	Litter Law Violation		\$454.00	
	Stalking			
	1 st Offense		\$505.00	
	2 nd Offense		FELONY	
	Boating Under the Influence			
	1 st Offense		\$594.00	
	2 nd Offense		\$794.00	
	3rd Offense		\$1,193.25	
	Sell Tobacco to Minor		\$234.00	
	Abstracts		\$10.00	
	Affidavit		\$10.00	
	Withdrawal Form		\$10.00	

POLICY FOR ADJUSTMENTS ON WATER AND SEWER CHARGES

Pursuant to Mississippi Law, whether a municipality may reduce a utility bill of a customer depends upon the facts and circumstances of each case. Also, by law, the City Council must ultimately approve all such adjustment requests.

LEAK ADJUSTMENTS

If a leak occurs in a portion of the City owned and maintained water system, the Customer will not have to pay for either the water usage or sewer treatment attributable to the leak.

If a leak occurs in a portion of the Customer owned and maintained water system, the Customer will have to pay for the increased water usage. However, in such an instance, the Customer may seek an adjustment from the City Manager relating to the sewer charge for any water that was not routed through the City sewer system. Any adjustment for leaks of sewer usage shall be based on the previous (3) months average.

METER MALFUNCTIONS

If the City water meter malfunctions and results in a reading of increased usage, the Customer will not be required to pay either the water service charge or the sewer charge for any usage in excess of the previous six (6) month average.

POOL AND IRRIGATION OPTIONS

The City offers an irrigation meter (water charge only) for outdoor use. This meter will result in charges for the water usage only; there will be no sewer charges on water usage through the meter.

The City offers a fire hydrant meter for in ground pool filling. This meter will result in charges for the water usage only; there will be no sewer charges on water usage through this meter. When an above ground pool is filled, the Customer may seek an adjustment from the City Manager relating to the sewer charge for any water that was not routed through the City sewer system. Proper and sufficient proof that such an adjustment is warranted must be submitted to the City Manager prior to issuance of such an adjustment.

TAMPERING AND VANDALISM

In cases of a significant increase in usage caused by tampering, vandalism or unforeseen abnormalities, which can be documented to the City's satisfaction, that portion of the bill for water and sewer in excess of the prior six (6) month average may be forgiven at the discretion of the City Manager.

PAYMENT PLANS

Any abnormally high monthly billing may be satisfied through a payment plan, which shall not exceed a twelve (12) month period, and may only be approved by the City Manager.

THIS POLICY IS SUBJECT TO CHANGE AT ANY TIME BY ORDER OF THE CITY COUNCIL

CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet

Council Meeting:
Title:

April 20, 2021
Authorization is requested for retiring Police Officer Mark Rodriguez to purchase his duty weapon for \$1.00.

Introduced by:
Contact Person/Telephone

Danny Selover 497-8099

Summary Explanation: Authorization for retiring Police Officer Mark Rodriguez to purchase his duty weapon, in accordance with Mississippi State Law (45-9-131), a Glock, Gen4, 40 caliber pistol, serial #BLTX877 in the amount of \$1.00.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Second Made by:													
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐

Voted as follows:		AYES	NAYS	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

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

ORDER NUMBER 000-2021

WHEREAS, Officer Mark Rodriguez has made the decision to retire after serving the citizens of Gautier, Mississippi since 2005; and

WHEREAS, Officer Rodriguez wishes to purchase his duty weapon in accordance with Miss. Code Ann. 45-9-131 for the amount of \$1.00; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that retiring Police Officer Mark Rodriguez, of the Gautier Police Department, is hereby authorized to purchase his duty weapon, a Glock, Gen4, 40 caliber pistol, Serial #BLTX877.

IT IS FURTHER ORDERED that the City Clerk is hereby instructed to remove the Glock, Gen4, 40 caliber pistol, serial #BLTX877 from the City's master inventory register.

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

Motion was made **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 April 20, 2021.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Chief
Through: Teresa Montgomery, City Clerk
Date: April 20, 2021
Subject: Authorization is requested for retiring Police Officer Mark Rodriguez to purchase his duty weapon for \$1.00

REQUEST:

The Gautier Police Department is requesting authorization from the Mayor and Council for retired Police Officer Mark Rodriguez to purchase his duty weapon, a Glock, Gen4, 40 caliber pistol, serial number BLTX877.

BACKGROUND:

In past years, the Mayor and City Council have approved the purchase of duty weapons by retiring officers for the amount of \$1.00

Discussion:

Mississippi state law states that upon approval of the governing authorities of the municipality or county, a member of any municipal or county law enforcement agency who retires under any state retirement system or any state approved retirement system may be allowed to purchase as his personal property one (1) sidearm which was issued to him by the law enforcement agency from which was issued to him by the law enforcement agency from which he retired. The governing authorities of the municipality or county shall determine the amount to be paid for the firearm by the retiring member of the law enforcement agency.

RECOMMENDATION:

The Gautier Police Department recommends Mayor and Council approve the request of retired Police Officer Mark Rodriguez to purchase his duty weapon for the sum of \$1.00 and remove this weapon from the City of Gautier's master inventory, inventory control # 3068.

ATTACHMENT(S):

Mississippi state statue 45-9-131

Miss. Code Ann. § 45-9-131

Current through the 2019 Regular Session.

§ 45-9-131. Purchase of sidearm by retiring law enforcement officer or spouse of law enforcement officer killed in line of duty.

Upon approval of the governing authority of the municipality or county, a member of any municipal or county law enforcement agency who retires under any state retirement system or the spouse of a law enforcement officer who is killed in the line of duty may be allowed to purchase as his or her personal property one (1) sidearm which was issued to the law enforcement officer by the law enforcement agency from which he or she retired or by whom he or she was employed at the time of death. The governing authority of the municipality or county shall determine the amount to be paid for the firearm by the retiring member of the law enforcement agency or the spouse of the law enforcement officer.

CITY OF GAUTIER
Consent Agenda Item #9
Fact Sheet

Council Meeting:
Title:

April 20, 2021
Approval of water and sewer adjustments dated April 2021 in the amount of \$11,780.51

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497- 8000

Summary Explanation: Approval of water and sewer adjustments dated April 20, 2021 in the amount of \$11,780.51.

EXHIBITS FOR REVIEW

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

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

Second Made by:

Torjusen ☐ Martin ☐ George ☐ Jackson ☐ Vaughan ☐ Anderson ☐ Colledge ☐

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

Action Taken:

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

ORDER NUMBER 000-2021

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

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

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

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated April 2021 in the amount of \$11,780.51 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 April 20, 2021.

April 2021 UTILITY ADJUSTMENTS							
THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
	100	400	195	130	800		REASON FOR
ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	ADJ	ADJUSTMENT
001-20401-001		201.65				201.65	Busted Line Outside
016-35601-001		610.97	140.00			750.97	Busted Line Outside
020-02501-001		578.03	210.00			788.03	Outside Faucet
039-00401-006		189.90	140.00			329.90	Outside Faucet
074-09001-003		238.92				238.92	Busted Line Outside
080-10301-002		207.10	105.00			312.10	Busted Line Outside
083-11601-001		661.09	70.00			731.09	Busted Line Outside
086-11201-004		376.75	175.00			551.75	Leak behind Wall
101-06801-003		99.72	105.00			204.72	Outside Faucet
101-12001-004		553.52	140.00			693.52	leak under slab
103-23401-000		126.45	175.00			301.45	Pool fill
110-12001-000	277.61	390.06				667.67	Vandalism
110-19001-000	94.55	106.01	140.00			340.56	Theft
110-37501-000		140.14	140.00			280.14	Busted Line Outside
113-13401-000		104.80				104.80	Busted Line Outside
113-15801-000	39.27	44.03				83.30	Busted Line Outside
113-26501-000		416.80	140.00			556.80	leak under slab
119-03301-012		864.42				864.42	Busted Line Outside
119-21901-000		89.27	35.00			124.27	Outside Faucet
139-01401-001		208.13				208.13	Pool fill
139-44201-003		1,658.14	105.00			1,763.14	Leak behind Wall
139-45051-000		265.48	105.00			370.48	Leak behind Wall
139-47251-006		258.34	175.00			433.34	Leak behind Wall
139-49001-001	283.89	318.30	140.00			742.19	Theft
139-62301-000		137.17				137.17	Pool fill
TOTAL	695.32	8,845.19	2,240.00	0.00	0.00	11,780.51	
COMPLETED							

**CITY OF GAUTIER, MISSISSIPPI
STUDY AGENDA
April 20, 2021**

ITEM DESCRIPTION:

Citizen Comments

City Council Comments

City Manager Comments

City Clerk Comments

City Attorney Comments

NOTES:
